

## CCS INSIGHT STANDARD TERMS AND CONDITIONS

These Terms and Conditions shall apply to the contract for goods or services entered into by Clickchart Ltd, trading as CCS Insight, unless otherwise agreed.

### 1. SCOPE OF THE SERVICES

**1.1** The scope of services is set out in the Order Confirmation Form or Statement of Work ("Contract") agreed between Clickchart Ltd and the Client and attached hereto ("the Scope"). Where the Client requests work from Clickchart Ltd outside of the Scope, the Client and Clickchart Ltd will agree the terms for completion of the additional work, for which details will be contained in an additional appendix to the contract and will otherwise be subject to these terms and conditions. These terms and conditions, together with the contract, constitute the Contract.

**1.2** Clickchart Ltd shall use all reasonable endeavours to supply the Services in accordance in all material respects with the Scope.

**1.3** Clickchart Ltd shall cooperate with the Client in all matters relating to the Services and shall perform the Services with reasonable care and skill.

### 2. TERM

**2.1** The term of the licence granted by Clickchart Ltd shall be provided for the period identified in the applicable Order Confirmation Form.

**2.2** This Agreement shall continue in full force and effect for the Term of the Licence unless earlier terminated, with guidelines as provided in Section 8.1 of this Agreement.

**2.3** The term of this Agreement shall automatically renew for additional periods of one (1) year unless either party provides to the other written notice of its intention not to renew at least thirty (30) days prior to the expiration of the original or any extended term. Such renewal shall be on the same terms and conditions contained herein, except that the Fees payable for the renewal period shall be the Licensor's standard published rates then in effect for the Licensed Product(s).

### 3. CLIENT OBLIGATIONS

**3.1** The Client shall cooperate with Clickchart Ltd in all matters relating to the Services.

**3.2** If Clickchart Ltd's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Clickchart Ltd shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

**3.3** The Client shall not, without the prior written consent of Clickchart Ltd, at any time from the date of the Contract to the expiry of 12 months after the termination of the Contract, solicit or entice away from Clickchart Ltd or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of Clickchart Ltd in the provision of the Services.

### 4. PAYMENT TERMS

**4.1** The Client will pay Clickchart Ltd the fees set out in the contract plus VAT (if applicable) and all expenses reasonably incurred in providing the Services identified in the Scope. Where it is anticipated that travel or accommodation expenses exceeding £500 may be incurred in the performance of the Services, Clickchart Ltd shall obtain the Client's prior approval to the incurring of such expenses.

**4.2** Clickchart Ltd shall send the Client an invoice and the Client shall pay all invoices within 30 days of the invoice date. If the Client fails to pay any invoice when due, Clickchart Ltd may, without prejudice to its other rights under this Agreement or at law, suspend its work for the Client. All sums owed by either party to the other shall become due and payable immediately upon the termination of this Agreement. All invoices shall be sent to the invoicing address specified in the contract.

### 5. INTELLECTUAL PROPERTY RIGHTS

**5.1** As between the Client and Clickchart Ltd, all intellectual property rights (including, but not limited to, copyright) and all other rights in any materials supplied as part of the Services shall be owned by Clickchart Ltd. Clickchart Ltd licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of such materials and the Services.

**5.2** If the agreement is terminated by the Client, Clickchart Ltd reserves the right to request all Clickchart Ltd intellectual property is deleted from the Client's computer systems. This would include any documents previously saved by the Client that belong to Clickchart Ltd, as per 5.1.

**5.3** As per 5.2, at the point of termination of the agreement between Clickchart Ltd and the Client, the Client must sign to prove all Clickchart Ltd intellectual property has been removed from the Client's computer systems.

### 6. CONFIDENTIALITY

**6.1** Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to that party by the other or that other's employees, agents, consultants or subcontractors and any other confidential information concerning the other's business or its products which either party may obtain.

**6.2** Each party may disclose such information:

**6.2.1** to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out that party's obligations under the Contract; and

**6.2.2** as may be required by law, court order or any governmental or regulatory authority.

**6.3** Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 6.

**6.4** Neither party shall use any such information for any purpose other than to perform its obligations under the Contract.

### 7. LIMITATION OF LIABILITY

**7.1** This condition 7 sets out the entire financial liability of Clickchart Ltd (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:

**7.1.1** any breach of the Contract;

**7.1.2** any use made by the Client of the Services, the materials supplied as part of the Services or any part of them; and

**7.1.3** any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

**7.2** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

**7.3** Nothing in these Conditions limits or excludes the liability of Clickchart Ltd:

**7.3.1** for death or personal injury resulting from negligence; or

**7.3.2** for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Clickchart Ltd.

**7.4** Subject to condition 7.2 and condition 7.3,

**7.4.1** Clickchart Ltd shall not be liable for:

**a.** loss of profits; or

**b.** loss of business; or

**c.** depletion of goodwill and/or similar losses; or

**d.** loss of anticipated savings; or

**e.** loss of goods; or

**f.** loss of contract; or

**g.** loss of use; or

**h.** loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

**7.4.2** Clickchart Ltd's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

### 8. TERMINATION

**8.1** Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

**8.1.1** the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

**8.1.2** the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

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

**8.1.4** the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

**8.1.5** 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 that other party; or

**8.1.6** an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or

**8.1.7** a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

**8.1.8** 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 its assets and such attachment or process is not discharged within 14 days; or

**8.1.9** 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 condition 8.1.4 to 8.1.8 (inclusive); or

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

**8.2** On termination of the Contract for any reason:

**8.2.1** the Client shall immediately pay to Clickchart Ltd all of Clickchart Ltd's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Clickchart Ltd may submit an invoice, which shall be payable immediately on receipt;

**8.2.2** the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

**8.3** On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect

**8.3.1** condition 4;

**8.3.2** condition 5;

**8.3.3** condition 6;

**8.3.4** condition 7; and

**8.3.5** condition 18.

### 9. FORCE MAJEURE

**9.1** Clickchart Ltd shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

### 10. VARIATION

**10.1** No variation of the Contract or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

### 11. WAIVER

**11.1** A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

**11.2** Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

### 12. SEVERANCE

**12.1** If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or

**12.2** part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the contract shall not be affected.

**12.3** If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

**13. ENTIRE AGREEMENT**

**13.1** The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

**13.2** Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty whether made negligently or innocently, (other than for breach of this Contract).

**13.3** Nothing in this condition shall limit or exclude any liability for fraud.

**14. ASSIGNMENT**

**14.1** Neither party shall, without the prior written consent of the other, assign any of its rights or obligations under the Contract.

**14.2** Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

**15. NO PARTNERSHIP OR AGENCY**

**15.1** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**16. RIGHTS OF THIRD PARTIES**

**16.1** A person who is not a party to the Contract shall not have any rights under or in connection with it.

**17. NOTICES**

**17.1** Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Scope or as otherwise specified by the relevant party by notice in writing to the other party.

**17.2** Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the contract or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

**17.3** This condition 17 shall not apply to the service of any in any proceedings or other documents in any legal action.

**17.4** A notice required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.

**17.5** The person responsible for the contract, agrees to opt-in to our research and marketing e-mails, all other employees of the Client must request e-mails and opt in individually.

**17.6** Any agreed enquiry time, as per the contract cannot be carried forward beyond three months.

**18. GOVERNING LAW AND JURISDICTION**

**18.1** The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

**18.2** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.