

# Master SaaS Terms



These current consolidated Master SaaS Terms were published on 26<sup>th</sup> April 2024.

## 1 Definitions and interpretation

### 1.1 In these Terms:

- Affiliate** means any entity that directly or indirectly **Controls**, is **Controlled** by, or is under common **Control** with, another entity;
- Anti-Bribery and Modern Slavery Policy** means the Supplier's anti-bribery and modern slavery policy in force from time to time, located [HERE](#)
- Authorised Affiliates** means, in respect of a Service, the Affiliates of the Customer (if any) identified in the Order Form as Authorised Affiliates in respect of that Service;
- Authorised Users** means, in respect of a Service, the Customer personnel who are named users authorised by the Customer to use that Service in accordance with the terms of our Agreement;
- Business Day** means a day other than a Saturday, Sunday or bank or public holiday in England;
- Code of Conduct** means the Supplier's code of conduct in force from time to time, detailing the Customer's obligations with respect to the Services, located [HERE](#)
- Confidential Information** has the meaning given to it in clause 11;
- Contract Year** means each successive 12 month period commencing on Order Acceptance or an anniversary thereof;
- Control** has the meaning given in the Corporation Tax Act 2010, s 1124 and **Controls** and **Controlled** shall be interpreted accordingly;
- Customer Data** means all data (in any form) that is provided to the Supplier or uploaded on any part of any Service by the Customer or by any Authorised User (but excluding Feedback as defined in clause 12.5);
- Data Protection Laws** shall have the meaning given to it in the Data Protection Policy;
- Data Protection Policy** means the Supplier's data protection policy in force from time to time, located [HERE](#)
- Dispute Resolution Procedure** means the Supplier's dispute resolution procedure in force from time to time, located [HERE](#)
- Documentation** means:

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- (a) the description of the Service (as Updated from time to time), as set out in the Order Form and/or as made available by the Supplier to the Customer from time to time at [HERE](#) and
- (b) in respect of each Service, the relevant instructions as to how to use that part of the Services as set out in the Order Form and/or as made available by the Supplier at <https://help.the7bridges.com/> (as Updated from time to time);

<b>End User</b>	means: (i) any client and/or customer of the Customer, (ii) any person to whom the Customer supplies services and/or (iii) any Authorised User;
<b>Fees</b>	means the Subscription Fees together with any other amounts payable to the Supplier under our Agreement;
<b>Force Majeure</b>	has the meaning given in clause 20;
<b>Intellectual Property Rights</b>	means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
<b>Initial Term</b>	means any initial term specified in the Order Form;
<b>Know-how</b>	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not);
<b>Materials</b>	means all services, data, information, content, insights, Intellectual Property Rights, websites, software and other materials provided by or on behalf of the Supplier or otherwise generated in connection with or by the Services and any methodology developed or improved to create the foregoing, but excluding all Customer Data;
<b>Non-Supplier Materials</b>	means services, data, information, content, Intellectual Property Rights, websites, software and other materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between the Customer and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as Non-Supplier Materials in our Agreement;
<b>Order</b>	means the provision of an Order Form to the Supplier by the Customer;
<b>Order Acceptance</b>	means the commencement date of the relevant Order Form;
<b>Order Form</b>	means the electric or physical form (including its schedules, annexes and appendices (if any)) ordering the Services entered into by or on behalf of the Customer and Supplier, incorporating these Terms;

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<b>Platform</b>	means any platform or software provided by the Supplier to the Customer to enable the Customer to access and/or use the Services;
<b>Pricing Terms</b>	means the details of pricing and fees in respect of each part of the Services, as initially provided under the Order Form and updated from time to time in accordance with clause 6.5;
<b>Processed Data</b>	means: (i) any data generated by or derived from the Supplier's analysis or processing of Customer Data, and (ii) any data generated by or derived from the Customer's activity on the platform and/or use of the Services;
<b>Purpose</b>	<p>means use solely for the Customer's internal business operations and, in respect of each Service, also for the internal business of operations of the Authorised Affiliates identified in respect of that Service on the Order Form, in each case in accordance with the applicable Documentation and our Agreement. Unless otherwise permitted by our Agreement, the Purpose expressly excludes any of the following to the maximum extent permitted by law:</p> <ul style="list-style-type: none"><li>(a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Service or Documentation;</li><li>(b) permitting any use of any Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Purpose));</li><li>(c) combining, merging or otherwise permitting any Service (or any part of it/them) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or</li><li>(d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Platform or the Services (or any part);</li></ul>
<b>Relevant Services</b>	means any services provided to End Users by the Customer (and <b>Relevant Service</b> shall be construed accordingly);
<b>Services</b>	means: (i) the services to which the Customer has subscribed as set out in the Order Form, (ii) the Platform, (iii) the Set-Up Services (if any), and (iv) the Support Services (if any) (and <b>Service</b> shall be construed accordingly);
<b>Set-Up Services</b>	means the configuration, implementation and integration of any services to be provided by the Supplier under our Agreement as specified in the Order Form;

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<b>Service Period</b>	means (subject to clauses 2 and 14) in respect of each Service, the duration during which such services are to be provided as initially set out in the Order Form and as varied in accordance with our Agreement;
<b>Subscription Fee</b>	means, in respect of each Service, the fees payable by the Customer in consideration of that Service as set out in the Pricing Terms on the Order Form;
<b>Subscribed Territory</b>	means, in respect of a component of the Services, the territories identified in the Order Form except to the extent it is illegal (including as a result of any embargo) under the laws of the United States, any member of the European Union or the United Kingdom (as binding on any person) for the Service to be provided to or received within such territories from time to time;
<b>Supplier Policies</b>	means each of the Anti-Bribery and Modern Slavery Policy, the Data Protection Policy, the Dispute Resolution Procedure and the Code of Conduct;
<b>Support Services</b>	means, in respect of the relevant Service, the support services provided by the Supplier to the Customer as described in the Order Form;
<b>Terms</b>	means these Master SaaS Terms;
<b>Third Party Data</b>	means third party data provided by the Supplier to the Customer in connection with the Services the use of which is not subject to a separate agreement or licence between the Customer and the relevant third party;
<b>Update</b>	has the meaning given to it in clause 8.2, and <b>Updated</b> shall be construed accordingly;
<b>VAT</b>	means value added tax, as defined by the Value Added Tax Act 1994; and

### 1.2 In these Terms:

- 1.2.1 each Order Form entered into by the Customer shall form a separate agreement, incorporating these Terms (**our Agreement**);
- 1.2.2 a reference to these Terms includes its schedules, appendices and annexes (if any) and the Supplier Policies;
- 1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 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;
- 1.2.5 a reference to a gender includes each other gender;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 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;
- 1.2.8 any clause, schedule or other headings in these Terms are included for convenience only and shall have no effect on the interpretation of these Terms;
- 1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;

1.2.10 references to any applicable laws (including to the Data Protection Laws) shall be replaced with or incorporate (as the case may be) references to any applicable laws replacing, amending, extending, re-enacting or consolidating such applicable laws; and

1.2.11 a reference to a law includes all subordinate legislation made under that law.

## 2 Term and termination

2.1 Our Agreement shall come into force on Order Acceptance and, unless terminated earlier in accordance with its terms, shall continue for the duration of the Service Period after which it shall automatically renew.

2.2 After the expiry of the Initial Term, either party may terminate our Agreement or the provision of any of the Services for convenience on the terms specified in the Order Form.

2.3 Either party may terminate our Agreement immediately at any time by giving notice in writing to the other party if:

2.3.1 the other party commits a material breach of our Agreement and such breach is not remediable;

2.3.2 the other party commits a material breach of our Agreement which is not remedied within 15 Business Days of receiving written notice of such breach.

## 3 Use of the Services

3.1 Upon Order Acceptance and subject to the terms of our Agreement, the Supplier grants the Customer a non-exclusive, non-transferable, personal right to:

3.1.1 use the applicable Service and Materials; and

3.1.2 copy and use the Documentation as strictly necessary for its use by Authorised Users of the Services,

within the relevant Subscribed Territory during the Service Period solely for the Purpose.

3.2 The Customer acknowledges that access to the Services may take up to 3 Business Days from Order Acceptance to initially set up and that use of the Services is at all times subject to the Customer's compliance with our Agreement and the requirements identified in our Agreement (including all minimum system requirements).

3.3 The Customer acknowledges that the Services do not include:

3.3.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);

3.3.2 dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintains backups of all Customer Data); or

3.3.3 legal, accounting or other professional or regulated services and that, except as expressly stated in our Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

## 4 Authorised Users

4.1 The Customer shall ensure that Authorised Users are, at all times whilst they have access to the Services, the employees or contractors of the Customer or the Authorised Affiliates.

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- 4.2 The Customer shall keep a list of all Authorised Users and shall notify the Supplier within three Business Days if any updates to any list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Authorised Users. Where termination of such relationship is known in advance, the Supplier shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User.
- 4.3 The Customer shall ensure that the number of Authorised Users for each Service does not exceed the number of Purchased Authorised Users Accounts for the relevant Service at any time. The Customer is entitled to remove one individual as an Authorised User and replace them with another individual in accordance with the terms of our Agreement, but Authorised User accounts cannot be shared or used by more than one individual at the same time.
- 4.4 Without prejudice to any other right or remedy of the Supplier, in the event the Customer is in breach of clause 4.3 then the Customer shall be liable to pay for the number of Authorised Users above the number of Purchased Authorised Users Accounts for that Service for the relevant period during which breach occurred in accordance with the Pricing Terms.
- 4.5 The Customer shall:
- 4.5.1 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own;
  - 4.5.2 only provide Authorised Users with access to the Services and only via the access method provided by the Supplier; and
  - 4.5.3 procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Customer under our Agreement.
- 4.6 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify the Supplier immediately.
- 4.7 The Customer shall comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with the Supplier Policies and all applicable laws that apply to the Services, the Customer Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part) to, or access or use the Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, the United States, the European Union or any of its member states, without first obtaining such licence or other approval. Without prejudice to the Supplier's obligations under the Data Protection Policy, the Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and Documentation in or into any part of the Subscribed Territory or elsewhere complies with all export and other laws.

## 5 Support

- 5.1 Support Services shall be available for each Service to the Customer for the duration of the respective Service Period, to the extent and in the manner specified in the relevant Order Form.

## 6 Price and payment

- 6.1 The Subscription Fee and any other charges (including expenses) expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the Order Form.
- 6.2 The Fees are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.

- 6.3 Fees payable to the Supplier under our Agreement shall be paid into the Supplier's bank account by electronic funds transfer unless otherwise notified by the Supplier to the Customer in writing in accordance with our Agreement.
- 6.4 The Supplier shall have the right to charge interest on overdue undisputed invoices at the rate of 4% per year above the base rate of Barclays Bank plc, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 6.5 The Supplier shall be entitled to increase the Fees for any and all Services at any time by notice to the Customer provided that the Supplier shall not be entitled to increase the Fees on less than six weeks prior notice or more than once every 12 months. In the event the Customer disagrees with any such fee increase, it may terminate the applicable Services by providing written notice to the Supplier with the relevant six week notice period. As standard, the Fees payable to the Supplier shall increase by 5% on each Anniversary of commencement of the Order Form.
- 6.6 To the extent our Agreement terminates or expires (other than due to termination by the Customer under clauses 2.3, 6.5, 8.2, 18.4.3 or 20.2) the Customer shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

## **7 Warranties and acknowledgments**

- 7.1 Subject to the remainder of this clause 7, the Supplier warrants that:
- 7.1.1 the Services will be provided with reasonable care and skill; and
  - 7.1.2 the Platform will perform materially in accordance with the applicable Documentation
- 7.2 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs and subject to the other provisions of our Agreement, the Supplier:
- 7.2.1 gives no warranty or representation that the Services or the Platform will be wholly free from defects, errors and bugs; and
  - 7.2.2 gives no warranty or representation that the Services or the Platform will meet the Customer's requirements, will be uninterrupted or error-free, timely, available on a specified date or time or will have the capacity to meet the Customer's demand during specific hours.
- 7.3 The Customer acknowledges that:
- 7.3.1 the Supplier does not and will not provide any legal, financial, accountancy or taxation advice of any kind under our Agreement and/or in relation to the Services and/or through the Services; and
  - 7.3.2 the Supplier cannot guarantee and makes no representation or warranty as to the accuracy, veracity, or completeness of any information provided to the Customer through the Services.
  - 7.3.3 The Supplier shall not be liable for any failure of the Services to comply with the provisions of clause 7.1 where the same arises directly or indirectly and whether in whole or in part as a result of any design, specification or requirement of the Customer.
- 7.4 The Supplier may make Non-Supplier Materials and Third Party Data available for the Customer's use in connection with the Services. The Customer agrees that:
- 7.4.1 the Supplier will use reasonable skill and care in sourcing Third Party Data but has no responsibility for the accuracy, reliability, use or consequences of use of any Non-Supplier Materials or Third Party Data;
  - 7.4.2 the Customer's use of any Non-Supplier Materials shall be governed by the applicable terms between the Customer and the owner or licensor of the relevant Non-Supplier Materials;

- 7.4.3 the Customer is solely responsible for any Non-Supplier Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Non-Supplier Materials; and
- 7.4.4 the continued availability, compatibility with the Services and performance of the Non-Supplier Materials and Third Party Data is outside the control of the Supplier and the Supplier has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-Supplier Materials or Third Party Data.
- 7.5 Other than as set out in this clause 7, and subject to clause 17.5, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

## 8 Changes to services and terms

- 8.1 The Supplier may at its absolute discretion make, and notify the Customer of, updated versions of these Terms or other documents referred to in any part of our Agreement (excluding in each case the Order Form) from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which the Supplier elects (**Update Notification**).
- 8.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of our Agreement from the date 15 Business Days' after Update Notification of such revised document(s) (the **Update**) (or at such later date as the Supplier may specify). If the Customer disagrees with the Update, it shall be entitled to terminate our Agreement by providing written notice to the Supplier at any time during such 15 Business Day period.
- 8.3 The Supplier shall be entitled to:
- 8.3.1 modify the features and functionality of the Services, provided always that any such modification does not materially adversely affect the use of the relevant Service(s); and
- 8.3.2 withdraw any Services and terminate the part(s) of any Order governing such Services in the event that it ceases to make such Services available to its clients generally. In such circumstances, the Supplier will use commercially reasonable endeavours to give the Customer 6 months' prior written notice,

without limitation to the generality of this clause 9, the Supplier may establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents.

## 9 Suspension

- 9.1 The Supplier may suspend access to the Services to all or some of the Authorised Users if:
- 9.1.1 there has been any misuse of the Services or breach of the terms of our Agreement; or
- 9.1.2 the Customer fails to pay any sums due to the Supplier by the due date for payment.
- 9.2 Where the reason for the suspension is suspected misuse of the Services or breach of our Agreement, without prejudice to its rights under clause 2, the Supplier will take steps to investigate the issue and may restore or continue to suspend access to the Services at its discretion.

- 9.3 In relation to suspensions under clause 9.1.2, access to the Services will be restored promptly after the Supplier receives payment in full and cleared funds.
- 9.4 Fees shall remain payable during any period of suspension notwithstanding that the Customer, Authorised Affiliates or some or all of the Authorised Users may not have access to the Services.

### 10 Data Protection

- 10.1 Both the Customer and the Supplier agree to and shall at all times and in all respects comply with the provisions of the Data Protection Policy, located here: [HERE](#).

### 11 Confidential information

- 11.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 11.2.
- 11.2 A party may:
- 11.2.1 disclose any Confidential Information to any of its employees, officers, representatives, advisers, partners and/or suppliers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under our Agreement, provided that such party ensures that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with clause 11 as if it were a party;
  - 11.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
  - 11.2.3 use Confidential Information only to perform any obligations and exercise its rights under our Agreement.

### 12 Intellectual Property Rights

- 12.1 All Intellectual Property Rights in and to the Services (including in the Platform, Documentation and all Materials) and any modifications, enhancements or improvements to the same belong to and shall remain vested in the Supplier or the relevant third party owner. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the foregoing, the Customer hereby assigns or shall procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier or such third party as the Supplier may elect.
- 12.2 Except for the rights expressly granted in our Agreement, the Customer, any Authorised User, any Customer Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Platform or Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of our Agreement.
- 12.3 The Customer and Authorised Users may be able to store or transmit Customer Data using one or more Service. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for the Supplier (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data to the extent necessary to perform or provide the Services, to create Processed Data and to exercise or perform the Supplier's rights, remedies and obligations under our Agreement.
- 12.4 Subject to any written agreement to the contrary, all Intellectual Property Rights in and to the Processed Data shall belong to and be vested in the Supplier. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the Processed Data, the Customer hereby assigns or shall procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier or such third party as the Supplier may elect.

- 12.5 The Supplier may use any feedback and suggestions for improvement relating to the Services provided by the Customer, the Authorised Affiliates or any Authorised User without charge or limitation (**Feedback**). The Customer hereby assigns (or shall or procure the assignment) of all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier at the time such Feedback is first provided to the Supplier.
- 12.6 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to the Supplier under our Agreement.

### 13 Customer Data

- 13.1 Customer Data shall at all times remain the property of the Customer or its licensors.
- 13.2 The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.
- 13.3 If the Supplier becomes aware of any allegation that any Customer Data may not comply with the Code of Conduct or any other part of our Agreement the Supplier shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful the Supplier shall notify the Customer before taking such action.
- 13.4 Except as otherwise expressly agreed in our Agreement, the Supplier shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Service Period. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's and Authorised Affiliates' businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its, its Authorised Affiliates and its Authorised User's needs) and extracts it from each Service prior to the termination or expiry of our Agreement or the cessation or suspension of any of the Services.
- 13.5 The Supplier routinely undertakes regular backups of the Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted.
- 13.6 Unless otherwise set out in the Order Form or subsequently agreed by the parties in writing, the Customer may within 90 days of the earlier of the end of the provision of the Services (or any part) relating to the processing of the Customer Data, request the return such Customer Data to the Client in the original form.

### 14 Renewals

- 14.1 Unless the Order Form specifies there shall be no automatic renewals and subject to clause 14.2, on expiry of the Service Period indicated in the Order Form for each Service the Service Period shall continue and automatically renew for a further period of twelve months (**first Renewal Date**) and thereafter renew for a further period of twelve months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a **Renewal Date**).
- 14.2 If either party wishes for the Service Period to expire on the next Renewal Date, it may cause the Service to expire on that Renewal Date by notice provided such notice is served at least 45 days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 14.2, the Service shall renew at the next Renewal Date in accordance with clause 14.1.

**15 Monitoring compliance**

15.1 The Customer shall allow and procure for the Supplier (and any representatives of the Supplier) access to its premises and the premises of Authorised Affiliates to:

15.1.1 inspect use of the Services; and

15.1.2 audit (and take copies of) the relevant records of the Customer and the Authorised Affiliates, in each case to the extent necessary to verify that the Customer is in compliance with its obligations under our Agreement.

15.2 Unless otherwise agreed in writing, the inspection and audit referred to in clause 15.1 shall be undertaken:

15.2.1 during the Customer's normal business hours on Business Days;

15.2.2 subject to the provision by the Supplier of a minimum of five Business Days' notice; and

15.2.3 not more than twice in any calendar year.

15.3 The Supplier may monitor, collect, store and use information on the use and performance of the Services (including Customer Data) to detect threats or errors to the Services and/or Supplier's operations and for the purposes of the further development and improvement of the Supplier's services.

**16 Consequences of termination**

16.1 Immediately on termination or expiry of our Agreement (for any reason), the rights granted by the Supplier under our Agreement shall terminate and the Customer shall (and shall procure that each Authorised User and Authorised Affiliate shall):

16.1.1 stop using the Services; and

16.1.2 destroy and delete or, if requested by the Supplier, return any copies of the Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them).

16.2 Termination or expiry of our Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of our Agreement that is expressly or by implication intended to continue beyond termination, including clauses 4.5 to 4.7 (inclusive), 11 (for a period of 5 years), 12, 15 and 17.

**17 Liability**

17.1 The extent of the parties' liability under or in connection with our Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 17.

17.2 Subject to clauses 1.1 and 17.5, the total liability of either party, howsoever arising under or in connection with our Agreement in any Contract Year shall not exceed the Fees paid by the Customer to the Supplier in that Contract Year.

17.3 Subject to clause 17.5, the Supplier shall not be liable for any losses arising out of or in connection with:

17.3.1 the Customer's delay or failure to perform its obligations under our Agreement;

17.3.2 any inaccuracies, omissions or errors in Customer Data, the results or outputs of the Services or insights generated by the Services; or

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- 17.3.3 any decision made by the Customer (and/or any End User) based on the results, outputs of the Services or insights generated by the Services.
- 17.4 Subject to clause 17.5, neither party shall be liable for any:
  - 17.4.1 loss of profit;
  - 17.4.2 destruction, loss of use or corruption of data, software or systems;
  - 17.4.3 loss of contract;
  - 17.4.4 loss of opportunity;
  - 17.4.5 loss of savings, discount or rebate (whether actual or anticipated);
  - 17.4.6 harm to reputation or loss of goodwill;
  - 17.4.7 loss of use;
  - 17.4.8 loss of production;in each case whether direct or indirect; or
  - 17.4.9 consequential, indirect or special losses
- 17.5 Notwithstanding any other provision of our Agreement, the liability of the parties shall not be limited or excluded in any way in respect of the following:
  - 17.5.1 breach of clauses 3.1 or 11;
  - 17.5.2 misuse of the other party's Intellectual Property Rights;
  - 17.5.3 any indemnities contained herein;
  - 17.5.4 death or personal injury caused by negligence;
  - 17.5.5 fraud or fraudulent misrepresentation; or
  - 17.5.6 any other losses which cannot be excluded or limited by applicable law.

## 18 Indemnities

- 18.1 Subject to clause 18.2, the Supplier shall indemnify the Customer for any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that the provision of the Services infringes the Intellectual Property Rights of any third party (an **IPR Claim**), provided that this indemnity shall not apply if the third party claim in question arises as a result of the default of the Customer or use by the Customer of the Services in a manner not contemplated by and/or permitted by the provisions of our Agreement.
- 18.2 The Customer shall indemnify the Supplier for any losses, damages liability, costs and expenses (including reasonable professional fees) incurred by it as a result of work undertaken by the Supplier in accordance with the Customer's specifications, arising as a result of materials and/or information supplied by the Customer to the Supplier in the course of the provision of the Services or the Relevant Services infringing the Intellectual Property Rights of any third party (a **Customer IPR Claim**).
- 18.3 In the event of any IPR Claim or Customer IPR Claim, the indemnified party:
  - 18.3.1 notify the indemnifying party in writing as soon as reasonably practicable;
  - 18.3.2 not make any admission of liability or agree any settlement or compromise of the claim without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed);
  - 18.3.3 let the indemnifying party at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion; and
  - 18.3.4 provide the indemnifying party with all reasonable assistance in relation to the claim (at the indemnified party's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the indemnified party.

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- 18.4 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:
- 18.4.1 procure for the Customer the right to continue receiving the relevant Services;
  - 18.4.2 re-perform the infringing part of the Services so as to avoid the infringement or alleged infringement; or
  - 18.4.3 if the Supplier determines the foregoing is not practicable, terminate the relevant Services.

### 19 Notices

- 19.1 Any notice or other communication given by a party under our Agreement shall:
- 19.1.1 be in writing and in English;
  - 19.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
  - 19.1.3 be sent to the relevant party at the address set out in clause 19.3.
- 19.2 Notices may be given, and are deemed received:
- 19.2.1 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
  - 19.2.2 by email: on receipt of a read receipt email from the correct address.
- 19.3 Notices and other communications shall be sent to:
- 19.3.1 in the case of the Supplier: to Seven Bridges Limited, for the attention of Philip Ashton at:  
23 Meard Street, London W1F 0EY  
[Philip.ashton@the7bridges.com](mailto:Philip.ashton@the7bridges.com),  
copied to the Supplier's legal team at: [legal@the7bridges.com](mailto:legal@the7bridges.com); and
  - 19.3.2 in the case of the Customer: to any email or physical address or contact details notified on the Order Form.
- 19.4 Any change to the contact details of a party as set out in clause 19.3 shall be notified to the other party in accordance with clause 19.1 and shall be effective:
- 19.4.1 on the date specified in the notice as being the date of such change; or
  - 19.4.2 if no date is so specified, five Business Days after the notice is deemed to be received

19.5 This clause does not apply to notices given in legal proceedings or arbitration.

### 20 Force Majeure

- 20.1 In this clause 'Force Majeure' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under our Agreement. Inability to pay is not Force Majeure.
- 20.2 If, due to Force Majeure, a party:
- 20.2.1 is unable to perform a material obligation; or
  - 20.2.2 is delayed in or prevented from performing its obligations for a total in any 6 months of operation of our Agreement of more than 45 Business Days,
- the other party may terminate our Agreement on not less than 4 weeks' written notice.

### 21 Assignment and subcontracting

- 21.1 Neither party hereto may assign or otherwise transfer our Agreement, in whole or in part, without the other party's prior written consent, except that the Supplier may assign our Agreement, in whole or part, without consent to an Affiliate or a successor to all or substantially all of its assets or business related to our Agreement. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null or void. Subject to the foregoing, these Terms and Conditions will be binding on the parties and their successors and assigns.

21.2 The Supplier may subcontract any of its obligations contained in our Agreement to any third party, provided always that, subject to clause 7.4.1, the Supplier remains liable for the acts and omissions of such subcontractors.

**22 Entire Agreement**

22.1 The parties agree that our Agreement and the Orders entered into pursuant to it constitute the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

22.2 Each party acknowledges that it has not entered into our Agreement and the Orders entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in our Agreement and the Orders entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in our Agreement.

**23 Further assurance**

The Customer shall at the request of the Supplier, and at the cost of the Customer, do all acts and execute all documents which are necessary to give full effect to our Agreement.

**24 No partnership or agency**

The parties are independent businesses and are not partners, principal and agent or employer and employee and our Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

**25 Equitable relief**

Each party recognises that any breach or threatened breach of our Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

**26 Severance**

26.1 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of our Agreement shall not be affected.

26.2 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

**27 Set off**

Except as expressly set out in our Agreement, each party shall pay all sums that it owes to the other party under our Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

**28 Waiver**

28.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under our Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

28.2 No single or partial exercise of any right, power or remedy provided by law or under our Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

28.3 A waiver of any term, provision, condition or breach of our Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

**29 Counterparts**

29.1 Our Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

**30 Conflicts within Agreement**

30.1 In the event of any conflict or inconsistency between different parts of our Agreement, the following descending order of priority applies:

30.1.1 the Order (to the extent it expressly states which provisions of these Terms it is overring);

30.1.2 these Terms (excluding the Supplier Policies);

30.1.3 the Supplier Policies; and

30.1.4 the remainder of the Order.

30.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

**31 Third party rights**

31.1 Except as expressly provided for in clause 31.2, a person who is not a party to our Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of our Agreement.

31.2 The Affiliates of the Supplier shall have the right to enforce the provisions of our Agreement.

**32 Governing law**

Our Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.

**33 Jurisdiction**

The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with our Agreement, its subject matter or formation (including non-contractual disputes or claims).

## Appendix: Cloud Services Standards Service Level Agreement (SLA)

The Cloud Services Standards (Standards) describe the operational standards for the 7bridges platform. We may update or revise these Standards from time to time. Customers can request the current version of the Standards at any time.

### 1. Platform Uptime

- **Uptime Commitment:** We commit to maintaining an uptime of 99.7% across all calendar hours for our platform. This excludes any periods of Scheduled Downtime. This excludes and issues resulting from:
  - planned outages and scheduled downtime;
  - customer or third-party equipment, software or other technology (unless in our direct control);
  - any usage outside of terms of agreement with us;
  - misuse by users (for example, unapproved hack or denial of service attack initiated by an authorized user);
  - any configuration issues that have been agreed or requested by you;
  - Factors outside our control, including (i) any force majeure event, (ii) telecommunication, internet, failures or delays, (iii) hardware, software, networks, power, or telecommunications systems not within our possession, reasonable control or responsibility, (iv) actions or inactions by customers or third parties.

### 2. Capacity and Scalability

- **Invoice Ingestion Capacity:** Our platform is capable of ingesting invoices containing a minimum of 30,000 shipments per hour.
- **API Order Reception:** The platform is designed to handle a minimum reception of 1,000 orders per hour via the API.

### 3. Data Backups and Recovery

- **Data Retention:** All data stored on our platform will be retained and made available for a minimum of 5 years unless otherwise requested by the Customer in accordance with our Master Services Agreement.

### 4. Platform Update Schedule

- **Continuous Deployment:** We utilize continuous deployment technologies to ensure that our platform can be updated multiple times daily without causing any downtime.
- **Release Notifications:** For all major updates that introduce significant functionality changes, we will send detailed release notes to inform our users.
- **Scheduled Downtime:** For major updates that are expected to result in downtime, we will ensure that the update is scheduled out of business hours (9-5pm, Monday to Friday, UK time). Additionally, affected customers will receive a minimum notification of 48 hours in advance.

### 5. Data Security and Compliance

- **Handling Security Incidents:** We are committed to the protection of our user's data. In the event of a security incident, we will act in accordance with our Data Protection policy, ensuring transparency and swift action to rectify any issues.

This SLA forms part of the Master Services Agreement (MSA) between 7bridges and the customer. We are dedicated to ensuring the highest standards of service, and this SLA underlines our commitment to our users. Should we fail to meet the commitments outlined above, the customer may be eligible for compensation as detailed in the main contract terms and conditions.