

Graydon

Terms and conditions EULA

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PLEASE READ THESE LICENCE TERMS CAREFULLY!

This licence agreement (Licence) is a legal agreement between you (Customer) and TruNarrative Limited ("TruNarrative"), whose registered office is at The Leeming Building, Vicar Lane, Leeds, LS2 7JF, United Kingdom (TruNarrative) for certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose and online documentation.

We license use of the TruNarrative Platform and Documentation to you on the basis of this Licence. We do not sell the TruNarrative Platform or Documentation to you. We remain the owners of the TruNarrative Platform and Documentation at all times.

This licence is part of the agreement between you (Customer) and Graydon UK Ltd.

Article 1 Definitions

(A) For the purposes of this Licence, the following capitalised words have the following meanings:

"Affiliate" means any business entity from time to time controlling, controlled by or under common Control with either party.

"Apps" means the online software applications and/or services provided by third-parties and which are accessed by the Customer via the TruNarrative Platform or agreed between the parties.

"Apps Terms" means any additional terms and conditions in respect of the use by the Customer of an App and which are set out in the Exhibit or as agreed in writing between the parties from time to time.

"Confidential Information" has the meaning ascribed to it in Clause 6.1.

"Configuration" means the functions and features implemented in the TruNarrative Platform and/or Services by/or for the Customer and all derivative works thereof or improvements or enhancements thereto.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made, through the ownership of more than 50% of its voting or equity securities.

"Customer Data" means any data or other information owned or controlled by Customer which is used for the purpose of using the Services but which for the avoidance of doubt excludes the Configurations and the Journeys.

"Customer Materials" means any software, documentation, Customer Data, hardware, tools, or any other materials, information or intellectual property owned, leased or licensed by Customer, and that Customer delivers to TruNarrative or to which

Customer provides TruNarrative with access, for use by TruNarrative in its performance of the Services but which for the avoidance of doubt excludes the Configurations and the Journeys.

"Documentation" means the documentation and manuals provided to Customer by TruNarrative regarding use of the TruNarrative Platform, including additional, updated or revised documentation, if any.

"Intellectual Property Rights" means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

"Invention" means any invention, work of authorship, know-how, device, design, algorithm, method, process, improvement, expression, or discovery, whether or not copyrightable or patentable and whether or not reduced to practice.

"Journey" means the output resulting from, derived from or created as a consequence of using a Configuration.

"Personal Data" means personal data as defined in the Data Protection Act 1998 and under GDPR.

"Subscription Services" means the TruNarrative Platform service offerings to which Customer subscribes via a third-party reseller of the TruNarrative Platform.

"TruNarrative Platform" means the Website, the online software applications (excluding the Apps) and Documentation together with other computer software programs, networks and equipment that TruNarrative uses to make the Subscription Service available to its customers as an on-line subscription offering. For clarity, TruNarrative Platform does not constitute Deliverables.

"User" means any individual who is an employee or independent contractor of Customer or its Affiliates or, to the extent providing services to Customer, is an employee of such service provider, and who is authorised by Customer to use the TruNarrative Platform. Authorised Users means a User who has been prescribed with unique user credentials (consisting of a user ID and password).

"Website" means the website accessed via <https://www.trunarrative.cloud>.

The following words will be interpreted as follows:

- (i) "or" connotes any combination of all or any of the items listed;
- (ii) "including" is used to refer to an example or begins a list of items, such example or items will not be exclusive;
- (iii) "specified" requires that an express statement is contained in the relevant document; and
- (iv) "will" is, unless the context requires otherwise, an expression of command, not merely an expression of future intent or expectation.

1.1 Construction. The terms and conditions of this Licence apply to the provision of the Subscription Services under the Licence.

Article 2 PROVISION AND USE OF SERVICES

2.1 Subscription Services

2.1.1 Provision of Subscription Services. Subject to the terms and conditions of this Licence and the Apps Terms, TruNarrative hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Users to use the Subscription Services, the Apps and the Documentation solely for the Customer's internal business operations. Access to the Subscription Services is available through the Internet over an https connection, via a password-protected computer interface or access code.

2.1.2 Customer's Account. Customer is solely responsible for maintaining the status of its User base. Customer will safeguard all User authentication credentials in its possession or under its control. Customer is responsible for all activities that occur under its account. Customer will notify TruNarrative immediately if Customer believes an unauthorised third-party may be using Customer's account or if Customer's account information is lost or stolen. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify TruNarrative.

2.1.3 TruNarrative's Responsibilities. TruNarrative will use reasonable endeavours to make the Subscription Services (excluding the Apps) available to Customer. TruNarrative is not responsible for and shall not be liable for any failure on the part of an Apps provider to make the Apps available.

2.1.4 Customer's Responsibilities. Customer is solely responsible for the legality, reliability, accuracy, quality and integrity of the Customer Data that Customer inputs or provides for input into the TruNarrative Platform. Customer must comply with the Acceptable Use Policy. Customer will ensure that its Users, its Affiliates, any third-party service providers, it engages and its and their employees, agents and representatives comply with Customer's obligations under this Licence, and Customer is responsible for their acts and omissions relating to this Licence as though they were Customer's own. The Customer shall ensure that its network and systems comply with the relevant specifications provided by TruNarrative from time to time. The Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to TruNarrative's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

2.1.5 The Customer shall comply with any applicable Apps Terms.

2.2 The Customer shall ensure that it has all the required consents and licences in respect of the collection, processing, transfer and storage of Personal Data. Without prejudice to the generality of the foregoing, the Customer warrants, represents and undertakes that it has the necessary consent from individuals and Users to:

2.2.1 undertake searches with TruNarrative and any third-party provider of Apps for the purposes agreed between the parties from time to time;

2.2.2 permit the sharing of Personal Data relating to such individual or User with TruNarrative and any third-party providers of Apps;

2.2.3 permit the Customer, TruNarrative and any third-party providers of Apps to process the Personal Data relating to such individual or User in the manner as agreed between the parties from time to time;

2.2.4 permit the Personal Data relating to such individual or User to be transferred to TruNarrative and any chosen third-party provider of Apps on a worldwide basis as required for a chosen part of the service or Apps.

2.3 Suspension. TruNarrative may suspend and/or terminate Customer's right to access or use any portion of the Subscription Services immediately upon notice to Customer if TruNarrative determines that Customer's, its Affiliates', or its or their Users' use of the Subscription Services (i) poses a security risk to the Subscription Services or any third-party, (ii) may adversely impact the Subscription Services, or the networks or data of any other TruNarrative service provider, customer or business partner, (iii) does not comply with applicable law, (iv) may subject TruNarrative or any third-party to liability.

Article 3 PROPRIETARY RIGHTS

3.1 Licence by TruNarrative. Subject to the terms and conditions of this Licence and any Apps Terms, TruNarrative hereby grants to Customer a non-exclusive, non-transferable, limited licensee, without right to sublicense, to access and use the Subscription Services, solely for Customer's internal business operations. TruNarrative reserves all other rights not expressly granted in this Licence.

3.2 Licence by Customer. Subject to the terms and conditions of this Licence, Customer hereby grants to TruNarrative a non-exclusive, royalty-free licence, to use the Customer Materials as necessary to perform the Subscription Services and to use the Customer Data for any purposes. Customer reserves all other rights not expressly granted in this Licence.

3.3 Ownership of Intellectual Property Rights.

3.3.1 Customer IP. Customer will retain (i) all of its rights in the Customer Materials and Customer Confidential Information. As between Customer and TruNarrative, Customer will be the sole owner of (i) all Inventions owned, created or conceived and reduced to practice by Customer or its other suppliers other than to the extent they form part of a Configuration or Journey (ii) any Deliverables with respect to which the parties agree Customer is to be the owner, as explicitly agreed in a written document (such as a SOW) executed by Customer and TruNarrative (such deliverables, "Assigned Deliverables"); and (iii) all Intellectual Property Rights therein. Items (i)-(iii) are collectively referred to as "Customer IP". Customer grants no licences to TruNarrative to use the Customer IP except as expressly specified in this Licence.

3.3.2 TruNarrative IP. TruNarrative will retain (i) all of its rights in the TruNarrative Confidential Information. As between TruNarrative and Customer, TruNarrative will be the sole owner of (ii) the TruNarrative Platform including all derivative works thereof or improvements or enhancements thereto; (iii) all Inventions owned, created

or conceived by TruNarrative, including Deliverables, with the exception of Inventions created or conceived by TruNarrative in the course of its provision of Subscription Services to the extent that they contain Customer IP, and with the further exception of any Assigned Deliverables; (iv) all rights in the Configurations and Journeys; and (v) all Intellectual Property Rights therein. Items (i)-(v) are collectively referred to as "TruNarrative IP". TruNarrative grants no licences to Customer to use the TruNarrative IP except as expressly specified in this Licence.

3.3.3 Assignment. To the extent that title to any Customer IP or TruNarrative IP may not vest in the proper entity by operation of law, the other party hereby irrevocably transfers, assigns and conveys all and any right, title, and interest therein to the owner party, and waives any associated moral rights. An assigning party, will, at the owner party's reasonable expense, promptly take all such action and execute all such further agreements and instruments as are necessary to vest full title in the applicable IP.

3.4 Rights in Configurations and Journeys. Subject to TruNarrative's obligations with respect to Customer's Confidential Information, nothing in this Licence will be interpreted to restrict TruNarrative from independently developing, marketing, or otherwise commercially exploiting Configurations and Journeys's.

3.5 Restrictions. Customer will not: (i) except to the extent, if any, permitted by applicable law or required by TruNarrative's licensors, reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from any of the TruNarrative Platform; (ii) reproduce, modify, or prepare derivative works of any of the TruNarrative Platform or Documentation; (iii) distribute or display any of the TruNarrative Platform or Documentation other than to Users; or (iv) share, rent or lease the Subscription Services, or use the Subscription Services to operate any timesharing, service bureau or similar business.

3.6 Audit.

3.6.1 TruNarrative Audits. Subject to Clause 3.6.2, during TruNarrative's provision of Subscription Services under this Licence, TruNarrative, any App provider or their auditors may conduct an audit of the Customer, upon not less than 10 days prior written notice to Customer, solely as necessary to verify Customer's compliance with this Licence, including the verification of the Users. With respect to any audit performed by TruNarrative or its auditors under this Clause 3.6.1, TruNarrative will, and will require that its auditors will comply with the Audit Conditions set out in Clause 3.6.2 below.

3.6.2 Audit Conditions. Subject to the Apps Terms, whenever a party or its designee conducts any audit or inspection under this Licence, such party will comply, and will ensure that its appointed accountants comply with the following audits and other inspections will be conducted at any time during the audited party's regular business hours; the auditing party and its auditors will comply with the audited party's reasonable security requirements in conducting the inspection, and will use commercially reasonable endeavours to minimize disruption to the audited party's business; the auditing party and its auditors will treat all information that they obtain from the inspection as Confidential Information of the audited party, except to the extent necessary for the

auditing party to enforce its rights under the Licence. In no circumstances will the auditing party or its auditors have access to any information protected by attorney or legal client privilege nor, if TruNarrative is the audited party, to any information pertaining to TruNarrative's other customers, nor to any information relating to the audited party's margins. Unless an audit discloses a material non-compliance by the audited party with its obligations under this Licence, the auditing party may exercise such audit rights no more than once during any 12 month period. Unless the audit reveals a discrepancy in favour of the audited party of more than 5% of fees and expenses that should have been paid for the audited period or any difference in the number of Users in the audited period, the auditing party will bear all costs and expenses relating to the audit.

Article 4 WARRANTIES

4.1 TruNarrative warrants to Customer that TruNarrative will provide the TruNarrative Platform in a professional and workmanlike manner, consistent with applicable industry standards. During the Subscription Term, the TruNarrative Platform, in the form provided by TruNarrative, will substantially conform in all material respects to its applicable technical and functional specifications set out in the Documentation.

4.2 If TruNarrative's performance of the Subscription Services fails to conform to the warranty, then Customer's exclusive remedy and TruNarrative's sole obligation will be to correct the nonconformance at no additional charge.

4.3 Bugs and Abatement; Scope. Without limiting the foregoing, TruNarrative does not warrant that the TruNarrative Platform, or Subscription Services are completely free from all bugs, defects, errors, or omissions. The warranties in this Clause 4 will automatically abate to the extent that the TruNarrative Platform have been modified by persons other than TruNarrative's authorised employees or representatives, or other than at TruNarrative's express direction. The warranties in this Licence are for the sole benefit of Customer, and may not be extended to any other person or entity.

4.4 Disclaimer of Implied Warranties. TruNarrative makes no representation or warranty in connection with the TruNarrative Platform, or Subscription Services, except as expressly so set out in this Clause 3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY WARRANTED IN THIS CLAUSE 3, TRUNARRATIVE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OR IMPLIED OBLIGATION TO INDEMNIFY FOR INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ANY STATUTORY REMEDY.

Article 5 INFRINGEMENT

5.1 TruNarrative will have no obligation with respect to any infringement or misappropriation claim to the extent

based upon (i) any use of the TruNarrative Platform, or Subscription Services not in accordance with their applicable licence rights, (ii) the combination of the TruNarrative Platform or Subscription Services with other products, equipment, software, services or data not supplied by TruNarrative where the infringement would not have occurred but for such combination, (iii) TruNarrative's compliance with Customer's specifications, configuration requirements, or other instructions, (iv) any modification of the TruNarrative Platform or Subscription Services not made by TruNarrative or at its express direction, (v) any Customer Materials or (vi) any Apps.

5.2 If any third-party makes any claim against TruNarrative that TruNarrative's use of any Customer Materials in accordance with this Licence infringes any patent or trade mark, or infringes or violates any copyright, privacy right or data protection right, or results from any misappropriation by Customer of such third-party's trade secrets or privacy rights then, upon notification of such claim, Customer will, at its sole cost and expense, defend TruNarrative against such claim and any related proceeding brought by such third-party against Customer. Customer will indemnify TruNarrative from and against all damages finally awarded against TruNarrative or agreed to be paid by TruNarrative resulting from the Customer's infringement.

5.3 Improper Use of TruNarrative Platform. Customer will defend and indemnify TruNarrative from and against any claims, damages, losses, judgments, fines, penalties, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with any noncompliance with any applicable law for which Customer, Customer's Users, or Customer's Affiliates are responsible.

Article 6 CONFIDENTIALITY

6.1 Restrictions on use and Disclosure. Other than where expressly permitted by this Licence, neither TruNarrative nor Customer will disclose to any third-party any information provided by the other party pursuant to or in connection with this Licence that the disclosing party identifies as being proprietary or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential (such information, "Confidential Information"), and will make no use of such Confidential Information except under and in accordance with this Licence. Customer's Confidential Information includes Customer Data but excludes the Configurations and the Journeys. TruNarrative's Confidential Information includes any information regarding the TruNarrative Platform, TruNarrative service offerings and Documentation.

6.2 Exclusions. Confidential Information does not include information that the receiving party can establish: (i) has entered the public domain without the receiving party's breach of any obligation owed to the disclosing party excluding Personal Data; (ii) has been rightfully received by the receiving party from a third-party without confidentiality restrictions; (iii) is known to the receiving party without any restriction as to use or disclosure prior to first receipt by the receiving party from the disclosing

party; or (iv) has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

6.3 Disclosure Required By Law. If any applicable law, regulation or judicial or administrative order requires the receiving party to disclose any of the disclosing party's Confidential Information then, unless otherwise required by such order, the receiving party will promptly notify the disclosing party in writing prior to making any such disclosure, in order to facilitate the disclosing party's endeavours to protect its Confidential Information. Following such notification, the receiving party will cooperate with the disclosing party, at the disclosing party's reasonable expense, in seeking and obtaining protection for the disclosing party's Confidential Information.

6.4 Protection of Customer Data.

6.4.1 Data Processing Approvals. Customer is solely responsible for obtaining and will obtain all necessary consents, licences and approvals for the processing of any Customer Data as part of the Subscription Services. If TruNarrative processes any Personal Data on the Customer's behalf when performing its obligations under this Licence, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

6.4.1.1 the Customer acknowledges and agrees that the Personal Data may be transferred or stored outside the EEA or the country where the Customer and the Users are located in order to carry out the Subscription Services and TruNarrative's other obligations under this Licence;

6.4.1.2 the Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to TruNarrative so that TruNarrative may lawfully use, process and transfer the Personal Data in accordance with this Licence on the Customer's behalf;

6.4.1.3 the Customer shall ensure that the relevant third-parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

6.4.2 TruNarrative's processing of Customer Data. TruNarrative will be liable for any unauthorised access to Customer Data by third-parties only to the extent resulting from TruNarrative's failure to adhere to the TruNarrative Security Program, or from TruNarrative's negligence or fraudulent misconduct. The provisions of this Clause **6.4.2** apply notwithstanding any provision of this Licence or any other agreement between TruNarrative and Customer (or any Affiliate of Customer) to the contrary.

Article 7 TERMINATION

7.1 Termination for Insolvency. Either TruNarrative or the Company may terminate this Licence immediately by notice in writing if:

7.1.1 any procedure is commenced with a view to the winding-up or re-organisation of the other, (in each case, other than for the purpose of a solvent amalgamation or reconstruction);

7.1.2 any procedure is commenced with a view to the appointment of an administrator, receiver, administrative receiver or trustee in bankruptcy in relation to the other or all or substantially all of the assets of the other;

7.1.3 an administrator, liquidator, receiver, administrative receiver or trustee in bankruptcy is appointed in relation to the other or all or substantially all of the assets of the other;

7.1.4 the holder of any security over all or substantially all of the assets of the other, takes any step to enforce that security;

7.1.5 all or substantially all of the assets of the other, are subject to attachment, sequestration, execution or any similar process;

7.1.6 the other is insolvent as defined in the Insolvency Act 1986 or enters into a composition or arrangement with its creditors generally or any class of them;

7.1.7 any event occurs or proceeding is taken in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 7.1.1 to 7.1.6; or

7.1.8 the suspension or cease, or threatening in writing to suspension or cease to carry on all or a substantial part of its business.

7.2 Termination On Breach. In the event of a material breach of the Licence by either party, the nonbreaching party may terminate the Licence by giving the breaching party written notice of the breach and the non-breaching party's intention to terminate. If the breach has not been cured within the period ending 30 days after such notice, and if the non-breaching party provides written notice of termination to the breaching party ("Termination Notice"), this Licence will terminate within the time period specified in the Termination Notice. Notwithstanding the foregoing, Customer's failure to pay any fees and expenses within 15 days of TruNarrative notifying Customer of the overdue payment, which notice may include informing Customer's representative of the overdue payment in writing (including by email), will constitute a material breach of this Licence. If Customer has not cured a material breach (other than in respect of a failure to pay to pay any fees and expenses by their due date, which shall be subject to suspension pursuant to Clause 2.2) within the applicable cure period, then TruNarrative may, in its sole discretion, and without prejudice to its other rights following material breach and failure to cure, until such breach has been cured in full, suspend performance of some or all of TruNarrative's obligations to provide the Subscription Services under this Licence.

7.3 Automatic Termination. This Licence shall automatically terminate upon the termination of the TruNarrative agreement with the third-party reseller of the Subscription Services to the Customer.

7.4 Post Termination Obligations. Following any termination of the Licence each party will, within 30 days of such termination, (i) immediately cease use of any Confidential Information of the other communicated for the purposes of this Licence, and (ii) return or destroy (and certify destruction of) all copies of any Confidential Information of the other party disclosed under the Licence within 30 days of such termination.

7.5 Access to and Destruction of Customer Data. TruNarrative will provide Customer with an export file of, or access for export purposes to, Customer Data stored on the TruNarrative Platform if, within 30 days of any termination, Customer notifies TruNarrative of Customer's request for export rights. TruNarrative

will destroy or overwrite Customer Data within a reasonable period of time following termination, subject to conformance with TruNarrative's backup and data retention policies

7.6 Survival. The provisions of Clauses 1, 2, 5, 6, 7.5, 7.6, 8, 9 and 10 of this Licence will survive any termination of this Licence.

Article 8 LIMITATIONS AND EXCLUSIONS OF LIABILITY

8.1 Nothing in this Licence shall limit or exclude either party's liability for death or personal injury caused by its negligence; or for fraud or fraudulent misrepresentation; or any other liability that may not be excluded or limited by law.

8.2 SUBJECT TO CLAUSE 8.1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING DAMAGES FOR LOSS OF DATA, GOODWILL, DIRECT OR INDIRECT PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR SOFTWARE, PRODUCTS OR SUBSCRIPTION SERVICES PROVIDED HEREUNDER, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. Any amounts payable to a third-party pursuant to a judgment or agreed to in a settlement approved in writing by an indemnifying party in connection with an indemnification obligation under this Licence shall be deemed direct damages for purposes of this Clause 8.2.

8.3 Limitation of Liability. Subject to Clause 8.1 and 8.2, TruNarrative's entire liability arising out of this Licence will in no event exceed £20,000 (twenty thousand pounds), regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

8.4 General. Customer agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of Customer, or fail of their essential purpose and that without these limitations the fees for the Subscription Services would be significantly higher.

Article 9 DISPUTE RESOLUTION

9.1 Governing Law and Jurisdiction. This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be interpreted, construed and enforced in all respects in accordance with English law. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the English courts in connection with any action arising out of or in connection with this Licence.

Article 10 MISCELLANEOUS PROVISIONS

10.1 Compliance with Laws. TruNarrative and Customer will comply with all applicable laws and regulations with respect to this Licence, including U.S. export control laws. Neither party will have any liability to the other for any non-performance of their obligations under this Licence to the extent that the non-performance is mandated by applicable law. Customer represents, warrants and covenants that neither Customer nor its Affiliates, nor any of its or their Users, officers or directors, are persons, entities or organisations with whom TruNarrative is prohibited from dealing (including provision of software, products or services) by virtue of any applicable law.

10.2 Force Majeure. If the performance of this Licence is adversely restricted or if either party is unable to conform to any warranty by reason of any circumstances beyond the reasonable control and without the fault or negligence of the party affected, then, except with respect to obligations to pay any fees or expenses, the party affected, upon giving prompt written notice to the other party, will be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected will use all commercially reasonable endeavours to avoid or remove such causes of non-performance and both parties will proceed whenever such causes are removed or cease.

10.3 Service Enhancement Analysis. TruNarrative may use "Use Statistics" for TruNarrative's internal analytical purposes related to its provision of Subscription Services, including to improve and enhance the Subscription Services and the TruNarrative Platform. "Use Statistics" means records generated or maintained by the TruNarrative Platform that reflect the Customer's and Users' use of the TruNarrative Platform, including performance and history. Use Statistics do not contain Customer Data. TruNarrative may make information derived from its analysis of the Use Statistics publicly available, provided that the publicised information does not include any Use Statistics that have not been aggregated and anonymised. For the purposes of this Licence, aggregated and anonymised Use Statistics means Use Statistics that (i) have been aggregated with other data, and (ii) do not contain information that identifies Customer, its Users or customers. For the sake of clarity, aggregated and anonymised Use Statistics are not Confidential Information of Customer.

10.4 Severability; Invalidity. If any provision (or part of a provision) of this Licence is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provisions would be valid, enforceable or legal if some part of it were deleted, the provisions shall apply with whatever modification is necessary to give effect to the commercial intentions of the parties.

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

exercise of such right or remedy shall prevent or restrict the further exercise of that or any right or remedy.

10.6 Third-Party Beneficiaries. Except as expressly set out in this Licence, no provisions of this Licence are intended nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party. Notwithstanding the foregoing, TruNarrative's suppliers of products and services furnished hereunder will enjoy the same disclaimers of warranty, limitations on liability and similar exclusionary provisions with respect to such products and services as does TruNarrative and the provider of any Third-Party Applications shall be entitled to enforce the App Terms.

10.7 Assignment. Neither party may assign any of its rights or obligations under this Licence without the prior written consent of the other, which will not be unreasonably withheld, conditioned or delayed, however TruNarrative may assign or delegate some or all of its rights and obligations under this Licence to any of its Affiliates, or to an entity to which it has merged, or that acquires all of its assets. Subject to the foregoing restriction on assignment by Customer, this Licence will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

10.8 Notices. Any notice or other communication under this Licence given by either party to the other party will be deemed to be properly given if given in writing and delivered by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set out on the signature page of this Licence and with the appropriate postage affixed; furthermore, to the extent permissible under applicable law, each party may communicate with the other by electronic means and such communication is acceptable as a signed writing. Either party may change its address for receipt of notice by notice to the other party in accordance with this Clause 10.8. Notices are deemed given 3 business days following the date of mailing or 1 business day following delivery by a courier.

10.9 Entire Licence. This Licence constitutes and embodies the entire agreement and understanding between the parties with respect to the subject matter and supersedes all prior or written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Licence may not be modified or amended except by a written instrument executed by both parties.

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