



TERMS AND CONDITIONS

1. INTERPRATION

1.1 The definitions and rules of interpretation in this clause apply in these Conditions.

Protection Regulation ((EU) 2016/679); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Applicable Laws" all applicable laws, statutes, regulations and standards applying to the person or circumstances in question, including standards imposed by or notices issued by any governmental or regulatory authorities and all generally applicable industry standards, including those attributable to self-regulation.

"Documentation"

the document(s) made available to the Client by Scribe within or on the Scribe Accounts Platform and online via www.scribeaccounts.com (or such other web address notified by Scribe to the Client from time to time) which sets out the user instructions for the Scribe Accounts Platform.

"Authorised Users" those employees, agents and independent contractors of the Client who are authorised by the Client to use the Scribe Accounts Platform, the Services and the Documentation, as further described in clause 3.2.4.

"Initial Subscription Term"

the initial term of this Contract as set out in the Order.

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

"Intellectual Property Rights"

patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Client" the person, firm or company who licenses the Scribe Accounts Platform and purchases the Services from Scribe, as set out in the Order.

"Client Content" the data inputted and/or content developed by the Client or its Authorised Users in or on the Scribe Accounts Platform.

"Commencement Date" has the meaning given in clause 2.2.

"Conditions" these terms and conditions as amended from time to time in accordance with clause 15.2.

"Contract" the contract between Scribe and the Client for the supply of the Scribe Accounts Platform and the Services in accordance with the Order and these Conditions.

"Normal Business Hours"

9.00 am to 5.00 pm local UK time, each Business Day.

"Control" shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **"change of control"** shall be construed accordingly.

"Order"

the Client's order for the Scribe Accounts Platform and the Services as set out in the Client's purchase order form, or the Client's acceptance of Scribe's quotation, as the case may be.

"Confidential Information" information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5 or clause 11.6.

"Renewal Period"

the period described in clause 14.1.

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "processing" and "appropriate technical and organisational measures" each as defined in the Data Protection Legislation.

"Scribe"

Starboard Systems Limited t/a Scribe incorporated and registered in England and Wales with company number 10297703 whose registered office is at 2 Meridian Way, Dencora Court, Norwich, Norfolk NR7 0TA

"Data Protection Legislation" all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data

"Scribe Accounts Platform"

the platform software created and hosted online by Scribe, which shall be provided to the Client by Scribe as part of the Services.

"Services"

the subscription services provided by Scribe to the Client under this Contract, as more particularly described in the Specification.

"Specification"

the description or specification of the Services as set out on

- www.scribeaccounts.com (or any other specification provided by Scribe to the Client).
- "Subscription Fees"** the subscription and any set-up fees payable by the Client to Scribe for the User Subscriptions, as set out in the Order.
- "Subscription Term"** has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Period(s)).
- "Support Services Policy"** Scribe's policy for providing support in relation to the Services as made available at www.scribeaccounts.com or such other website address as may be notified to the Client from time to time.
- "User Subscriptions"** the user subscriptions purchased by the Client pursuant to clause 9.1, the initial number of which is set out in the Order, which entitle Authorised Users to access and use the Scribe Accounts Platform, the Services and the Documentation in accordance with this Contract.
- "Virus"** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- "Vulnerability"** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term "**Vulnerabilities**" shall be construed accordingly.
- 1.2 Clause headings shall not affect the interpretation of these Conditions.
- 1.3 A **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes email but not fax.
- 1.9 References to clauses are to the clauses of these Conditions.
- 1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. BASIS OF CONTRACT**
- 2.1 The Order constitutes an offer by the Client to license the Scribe Accounts Platform and purchase the Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Scribe issues written acceptance of the Order at which point and on which date this Contract shall come into existence (the "**Commencement Date**"). On acceptance, the Order shall be deemed to be incorporated into this Contract.
- 2.3 These Conditions apply to this Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 Any descriptions or illustrations contained in Scribe's promotional material or on its website are produced for the sole purpose of giving an approximate idea of the Scribe Accounts Platform and the Services. They shall not form part of this Contract nor have any contractual force.
- 2.5 Any quotation given by Scribe shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
- 3. USER SUBSCRIPTIONS**
- 3.1 Subject to the Client purchasing the User Subscriptions in accordance with clause 4.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this Contract, Scribe hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to access and use the Scribe Accounts Platform, Services and the Documentation during the Subscription Term solely for the Client's internal business operations.
- 3.2 In relation to the Authorised Users, the Client undertakes that:
- 3.2.1 the maximum number of Authorised Users that it authorises to access and use the Scribe Accounts Platform, the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- 3.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Scribe Accounts Platform, the Services and/or Documentation;
- 3.2.3 each Authorised User shall keep a secure password for his use of the Scribe Accounts Platform, the Services and Documentation, that such password shall be changed no less frequently than once every three months and that each Authorised User shall keep his password confidential;

- 3.2.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to Scribe within 5 Business Days of Scribe's written request at any time;
- 3.2.5 it shall permit Scribe or Scribe's designated auditor to audit the Scribe Accounts Platform and the Services in order to establish the name and password of each Authorised User and the Client's data processing facilities to audit compliance with this Contract. Each such audit may be conducted no more than once per quarter, at Scribe's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;
- 3.2.6 if any of the audits referred to in clause 3.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Scribe's other rights, the Client shall promptly disable such passwords and Scribe shall not issue any new passwords to any such individual; and
- 3.2.7 if any of the audits referred to in clause 3.2.5 reveal that the Client has underpaid Subscription Fees to Scribe, then without prejudice to Scribe's other rights, the Client shall pay to Scribe an amount equal to such underpayment as calculated in accordance with the prices set out in the Specification within 10 Business Days of the date of the relevant audit.
- 3.3 The Client shall not during its use of the Scribe Accounts Platform access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- 3.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 3.3.2 facilitates illegal activity, depicts sexually explicit images, or promotes unlawful violence;
- 3.3.3 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 3.3.4 is otherwise illegal or causes damage or injury to any person or property,
- and Scribe reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to the Scribe Accounts Platform or terminate this Contract with immediate effect in the event that it breaches the provisions of this clause.
- 3.4 The Client shall not:
- 3.4.1 except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Scribe Accounts Platform and/or Documentation (as applicable) in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Scribe Accounts Platform;
- 3.4.2 access all or any part of the Scribe Accounts Platform, the Services and/or the Documentation in order to build a product or service which competes with the Scribe Accounts Platform, the Services and/or the Documentation;
- 3.4.3 use the Scribe Accounts Platform, the Services and/or Documentation to provide services to third parties;
- 3.4.4 subject to clause 15.7.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Scribe Accounts Platform, the Services and/or Documentation available to any third party except the Authorised Users,
- 3.4.5 attempt to obtain, or assist third parties in obtaining, access to the Scribe Accounts Platform, the Services and/or Documentation;
- 3.4.6 do anything, or omit to do anything, that does or may in Scribe's reasonable opinion damage the goodwill or reputation of Scribe and/or the Scribe Accounts Platform; or
- 3.4.7 introduce or permit the introduction of, any Virus or Vulnerability into Scribe's network and information systems.
- 3.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Scribe Accounts Platform, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Scribe.
- 3.6 The rights provided under this clause 2 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company (as such terms are defined in section 1159 of the Companies Act 2006) of the Client.
- 4. ADDITIONAL USER SUBSCRIPTIONS**
- 4.1 Subject to clause 4.2 and clause 4.3, the Client may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order and Scribe shall grant access to the Scribe Accounts Platform, the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Contract.
- 4.2 If the Client wishes to purchase additional User Subscriptions, the Client shall notify Scribe in writing. Scribe shall evaluate such request for additional User Subscriptions and respond to the Client with approval or rejection of the request (such approval not to be unreasonably withheld). Where Scribe approves the request, Scribe shall activate the additional User Subscriptions within 7 days of its approval of the Client's request.
- 4.3 If Scribe approves the Client's request to purchase additional User Subscriptions, the Client shall, within 30 days of the date of Scribe's invoice, pay to Scribe the relevant fees for such additional User Subscriptions as set out in the Specification and, if such additional User Subscriptions are purchased by the Client part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Scribe for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).
- 5. SCRIBE ACCOUNTS PLATFORM AND SERVICES**
- 5.1 Scribe shall, during the Subscription Term, provide the Services and make available the Scribe Accounts Platform and the Documentation to the Client on and subject to these Conditions.

- 5.2 Scribe shall use commercially reasonable endeavours to make the Scribe Accounts Platform and the Services available 24 hours a day, seven days a week, except for:
- 5.2.1 planned maintenance carried out during the maintenance window of 5 pm to 7 am UK time on any Business Day or any time on a day that is not a Business Day; and
- 5.2.2 unscheduled maintenance carried out at any time, provided that Scribe has used reasonable endeavours to give the Client at least 2 hours' notice in advance.
- 5.3 Scribe will, as part of the Services and at no additional cost to the Client, provide the Client with Scribe's standard client support services during Normal Business Hours in accordance with Scribe's Support Services Policy in effect at the time that the Services are provided. Scribe may amend the Support Services Policy in its sole and absolute discretion from time to time. The Client may purchase enhanced support services separately at Scribe's then current rates.
- 6. THIRD PARTY PROVIDERS**
- The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Scribe makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Scribe. Scribe recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Scribe does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.
- 7. SCRIBE'S OBLIGATIONS**
- 7.1 Scribe undertakes to make available the Scribe Accounts Platform and provide the Services substantially in accordance with the Specification and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Scribe Accounts Platform or the Services contrary to Scribe's instructions, or modification or alteration of the Scribe Accounts Platform or the Services by any party other than Scribe or Scribe's duly authorised contractors or agents. If the Scribe Accounts Platform or the Services do not conform with the foregoing undertaking, Scribe will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
- 7.3 Scribe:
- 7.3.1 does not warrant that:
- (a) the Client's use of the Scribe Accounts Platform or the Services will be uninterrupted or error-free;
- (b) the Scribe Accounts Platform, the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; or
- (c) the Scribe Accounts Platform or the Services will be free from Vulnerabilities or Viruses; and
- 7.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Scribe Accounts Platform, the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4 This Contract shall not prevent Scribe from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.
- 7.5 Scribe warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.
- 7.6 The Client shall be responsible for archiving or deleting the Client Content from time to time in accordance with its own practices and procedures. In the event of any loss or damage to Client Content caused by Scribe, the Client's sole and exclusive remedy against Scribe shall be for Scribe to use reasonable commercial endeavours to restore the lost or damaged Client Content from the latest back-up of such Client Content maintained by Scribe. Scribe shall not be responsible for any loss, destruction, alteration or disclosure of Client Content caused by any third party (except those third parties sub-contracted by Scribe to perform services related to Client Content maintenance and back-up for which it shall remain fully liable).
- 8. CLIENT'S OBLIGATIONS**
- 8.1 The Client shall:
- 8.1.1 provide Scribe with:
- (a) all necessary co-operation in relation to this Contract; and
- (b) all necessary access to such information as may be required by Scribe;
- in order to provide the Services, including but not limited to Client Content, security access information and configuration services;
- 8.1.2 without affecting its other obligations under this Contract, comply with all Applicable Laws with respect to its activities under this Contract;
- 8.1.3 carry out all other Client responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Scribe may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.1.4 ensure that the Authorised Users use the Scribe Accounts Platform, the Services and the Documentation in accordance with these Conditions and shall be responsible for any Authorised User's breach of this Contract;
- 8.1.5 ensure that the Authorised Users keep any log-in details confidential and do not disclose such information to any third party. The Client shall be liable for any consequences arising from the use or misuse of the log-in details and the Client

acknowledges and agrees that any instructions or actions transmitted on the Scribe Accounts Platform shall be deemed to have originated from the relevant Authorised User;

- 8.1.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for Scribe, its contractors and agents to perform their obligations under this Contract, including without limitation the Services;
 - 8.1.7 ensure that its network and systems comply with the relevant specifications provided by Scribe from time to time; and
 - 8.1.8 be, to the extent permitted by law and except as otherwise expressly provided in this Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Scribe's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- 8.2 The Client shall own all right, title and interest in and to all of the Client Content that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Content.

9. CHARGES AND PAYMENT

- 9.1 The Client shall pay the Subscription Fees to Scribe for the User Subscriptions in accordance with this clause 9.
- 9.2 The Client shall on the Commencement Date provide to Scribe valid, up-to-date and complete credit card details or approved purchase order information (or such other payment method as authorised by Scribe) acceptable to Scribe and any other relevant valid, up-to-date and complete contact and billing details and, if the Client provides:
 - 9.2.1 its credit card details to Scribe, the Client hereby authorises Scribe to bill such credit card:
 - (a) on the Commencement Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (b) subject to clause 14.1, on each anniversary of the Commencement Date for the Subscription Fees payable in respect of the next Renewal Period;
 - 9.2.2 its approved purchase order information to Scribe, Scribe shall invoice the Client:
 - (a) on the Commencement Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (b) subject to clause 14.1, at least 30 days prior to each anniversary of the Commencement Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Client shall pay each invoice within 30 days after the date of such invoice.
- 9.3 If Scribe has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of Scribe:
 - 9.3.1 Scribe may, without liability to the Client, disable the Client's password, account and suspend access to all or part of the Scribe Accounts Platform

or the Services and Scribe shall be under no obligation to provide the Scribe Accounts Platform or any or all of the Services while the invoice(s) concerned remain unpaid; and

- 9.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 All amounts and fees stated or referred to in this Contract:
 - 9.4.1 shall be payable in pounds sterling;
 - 9.4.2 are, subject to clause 13.4.2, non-cancellable and non-refundable;
 - 9.4.3 are exclusive of value added tax, which shall be added to Scribe's invoice(s) at the appropriate rate.
- 9.5 Scribe shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 4.3 at the start of each Renewal Period upon 60 days' prior notice to the Client and this Contract shall be deemed to have been amended accordingly.

10. PROPRIETARY RIGHTS

- 10.1 The Client acknowledges and agrees that Scribe and/or its licensors own all Intellectual Property Rights in the Scribe Accounts Platform, the Services and the Documentation. Except as expressly stated herein, this Contract does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Scribe Accounts Platform, the Services or the Documentation.
- 10.2 Scribe confirms that it has all the rights in relation to the Scribe Accounts Platform, the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, this Contract.

11. CONFIDENTIALITY AND ANNOUNCEMENTS

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Contract. A party's Confidential Information shall not be deemed to include information that:
 - 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.1.2 was in the other party's lawful possession before the disclosure;
 - 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Contract.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.

- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 The Client acknowledges that details of the Scribe Accounts Platform and the Services, and the results of any performance tests of the Scribe Accounts Platform, constitute Scribe's Confidential Information.
- 11.6 Scribe acknowledges that the Client Content is the Confidential Information of the Client.
- 11.7 Scribe shall be permitted to display the name of the Client and/or the Client's logo on Scribe's website or other promotional material for the purposes of promoting the Scribe Accounts Platform. The Client grants to Scribe a fully paid-up, worldwide, non-exclusive, royalty free, perpetual and irrevocable licence to use the Client's name and logo exclusively for the purposes set out in this clause.
- 11.8 The above provisions of this clause 11 shall survive termination of this Contract, however arising.
- 12. DATA PROTECTION**
- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, in relation to any Personal Data which is processed in relation to this Contract, the Client is the Controller and Scribe is the Processor.
- 12.3 Without prejudice to the generality of clause 12.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Scribe for the duration and purposes of this Contract.
- 12.4 Without prejudice to the generality of clause 12.1, Scribe shall, in relation to any Personal Data processed in connection with the performance by Scribe of its obligations under this Contract:
- 12.4.1 process that Personal Data only on the documented written instructions of the Client unless Scribe is required by Applicable Law to otherwise process that Personal Data;
 - 12.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 12.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 12.4.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (a) the Client or Scribe has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) Scribe complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) Scribe complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- 12.4.5 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 12.4.6 notify the Client without undue delay on becoming aware of a Personal Data Breach;
- 12.4.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of this Contract unless required by Applicable Law to store the Personal Data; and
- 12.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 12.
- 12.5 The Client consents to Scribe appointing any third party (as it may choose from time to time) as a third-party processor of Personal Data under this Contract. As between the Client and Scribe, Scribe shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 12.5.
- 12.6 The Client shall indemnify and keep indemnified Scribe against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Scribe arising out of or in connection with any breach of this clause 12.
- 13. LIMITATION OF LIABILITY**
- 13.1 This clause 13 sets out the entire financial liability of Scribe (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:
- 13.1.1 arising under or in connection with this Contract;
 - 13.1.2 in respect of any use made by the Client of the Scribe Accounts Platform, the Services and Documentation or any part of them; and
 - 13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.
- 13.2 Except as expressly and specifically provided in these Conditions:
- 13.2.1 the Client assumes sole responsibility for results obtained from the use of the Scribe Accounts Platform, the Services and the Documentation by the Client, and for conclusions drawn from such use (including, without limitation, the Client Content).

- Scribe shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Scribe by the Client in connection with the Services, or any actions taken by Scribe at the Client's direction;
- 13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Contract; and
- 13.2.3 the Services and the Documentation are provided to the Client on an "as is" basis.
- 13.3 Nothing in this Contract excludes the liability of Scribe:
- 13.3.1 for death or personal injury caused by Scribe's negligence; or
- 13.3.2 for fraud or fraudulent misrepresentation.
- 13.4 Subject to clause 13.1 and clause 13.3:
- 13.4.1 Scribe shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Contract; and
- 13.4.2 Scribe's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £20,000.
- 13.5 Scribe shall not be liable for the Client's use of the Scribe Accounts Platform in complying with any of the Client's legal, regulatory, accounting or tax obligations. The Client shall have sole responsibility for any outcome, result or conclusion arising from the Client's use of the Scribe Accounts Platform.
- ## 14. TERM AND TERMINATION
- 14.1 This Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Commencement Date and shall continue for the Initial Subscription Term and, thereafter, this Contract shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**"), unless:
- 14.1.1 either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 14.1.2 otherwise terminated in accordance with the provisions of this Contract;
- and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".
- 14.2 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party commits a material breach of any other term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 14.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.
- 14.3 Without affecting any other right or remedy available to it, Scribe may terminate this Contract with immediate effect by giving written notice to the Client if:
- 14.3.1 the Client fails to pay any amount due under this Contract on the due date for payment and remains in default 14 days are being notified in writing that payment is due; or
- 14.3.2 there is a change of Control of the Client.
- 14.4 On termination of this Contract for any reason:
- 14.4.1 all licences granted to the Client under this Contract shall immediately terminate and the Client shall immediately cease all use of the Scribe Accounts Platform, the Services and/or the Documentation;
- 14.4.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 14.4.3 Scribe may destroy or otherwise dispose of any of the Client Content in its possession unless Scribe receives, no later than twelve months after the effective date of the termination of this Contract, a written request for the delivery to the Client of the then most recent back-up of the Client Content. Scribe shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by Scribe in returning or disposing of Client Content; and
- 14.4.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- ## 15. GENERAL
- 15.1 **Force Majeure.** Scribe shall have no liability to the Client under this Contract if it is prevented from or delayed in

- performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Scribe or any other party), failure of a utility service or transport or telecommunications 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 sub-contractors, provided that the Client is notified of such an event and its expected duration.
- 15.2 **Variation.** Scribe has the right to vary these Conditions from time to time on giving the Client at least 14 days' notice in writing.
- 15.3 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.4 **Rights and remedies.** Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.5 **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.
- 15.6 **Entire agreement.**
- 15.6.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.6.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 15.6.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 15.7 **Assignment.**
- 15.7.1 The Client shall not, without the prior written consent of Scribe, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 15.7.2 Scribe may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 15.8 **No partnership or agency.** Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.9 **Third party rights.** This Contract does not confer any rights on any person or party (other than the parties to this Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.10 **Notices.**
- 15.10.1 Any notice required to be given under this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office, or such other address as may have been notified by that party for such purposes, or sent by e-mail to the other party's main e-mail address as notified from time to time.
- 15.10.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received at 8am on the next Business Day after it was sent.
- 15.11 **Governing law.** This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).