

GEARSET LIMITED

END USER LICENSE AGREEMENT

Any use of the Software (as defined below) is subject to the terms of this licence agreement ("**Agreement**"). Please read the full Agreement carefully.

By using the Software, clicking agree, or signing this Agreement, the Customer confirms that it accepts and agrees to be legally bound by all terms and conditions of this Agreement. If these terms are not accepted, the Customer must not use the Software.

IMPORTANT NOTICES:

(i) Where the Customer signs a paper version or a bespoke version of this Agreement, that paper/bespoke version will take precedence over any subsequent click to agree versions of this Agreement; and

(ii) This Agreement shall prevail over the Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order or confirmation of order.

TERMS AND CONDITIONS:

1 Definitions and Interpretation

1.1 In this Agreement (except where the context otherwise requires) the following words and phrases shall have the following meanings:

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;

"**Authorised User**" means those employees, agents, Affiliates, employees of Affiliates and independent contractors of the Customer who are authorised by the Customer to use the Subscription;

"**Confidential Information**" means the Software, the source code of the Software, Personal Data, Customer Data and any commercial, technical, financial and other information disclosed by one party to the other which is designated by the Disclosing Party as Confidential or is of a private or proprietary nature or character or which would reasonably be assumed to be confidential; Confidential Information shall not include any information (a) which the Receiving Party can demonstrate was known to the Receiving Party prior to the date of disclosure by the Disclosing Party; or (b) which is public knowledge, or becomes public knowledge in the future, other than by breach of this Agreement by the Receiving Party; or (c) which is lawfully disclosed to the Receiving Party by a third party which does not owe any duty of confidence to the Disclosing Party or to any third party in respect of such information; or (d) which is independently developed by the Receiving Party without use of the Confidential Information;

"**Customer**" means, whether the Subscription is obtained directly from Gearset or through a Reseller, (a) where an individual purchases a Subscription for their own personal use, that individual (a "**Consumer**"); or (b) where an individual purchases a Subscription for business use, that individual's employer (and Gearset will assume that such individual has the authority to purchase on behalf of their employer); or (c) where an entity or organisation purchases a Subscription for use by

its employees, that entity or organisation (and such entity shall be responsible for all use by its employees of the Subscription);

“Customer Data” means the electronic data and information inputted by or for the Customer to the Software;

“Disclosing Party” means the person or company disclosing Confidential Information;

“Evaluation Period” has the meaning given to it in clause 2.1;

“Free Version” means any version of the Subscription for which no Subscription Fee is payable by the Customer;

“Gearset” means Gearset Limited, a company registered in England with company number 10345423 and whose registered office is at The Bradfield Centre, Cambridge Science Park Rd, Cambridge, CB4 0GA, UK;

“Intellectual Property Rights” means patents, registered designs, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database rights, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted under the laws of any country;

“Licence Limitations” means the specified limitations applicable to the category of Subscription the Customer selects on purchase, as specified on Gearset’s website and/or the applicable Order Form;

“Order Form” means an ordering document, invoice, or online order specifying the Subscription to be provided hereunder that is entered into between Customer and Gearset, including any addenda and supplements thereto;

“Personal Data” means any information relating to an identified or identifiable natural person;

“Receiving Party” means the person or company receiving Confidential Information;

“Reseller” means any third party authorised by Gearset to sell Subscriptions;

“Software” means the software applications provided by Gearset as part of the Subscription, and any updates, upgrades and patches released for the Software;

“Subscription” means the subscription for the Software granted under clause 3.1 and access to the Support Services;

“Subscription Fee” means the fee payable by the Customer under this Agreement (excluding VAT and all other relevant taxes), as detailed by Gearset or Reseller (as the case may be) from time to time including through their respective websites, calculated in accordance with the duration of the Subscription Period and number of User Subscriptions;

“Subscription Period” means the period of time that the Subscription is valid, determined by the number of months/years selected by the Customer when purchasing the Subscription;

“Subscription Start Date” means the date the Customer purchases the Subscription or the date specified in the applicable Order Form;

“**Support Services**” means the support services provided by Gearset as set out on its website at <https://gearset.com/support>;

“**Third-Party Components**” means components owned by third parties which are used in the Software;

“**User Subscriptions**” means the number of users licensed to use the Software, determined by the number of users selected by the Customer when purchasing the Subscription;

“**Virus**” means anything 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; and

“**Working Hours**” means 9am to 5pm UK time each Monday to Friday excluding bank and public holidays in the UK.

2 Evaluation Period

2.1 Customer is entitled to a 30 day free trial of the Subscription for the purposes of deciding whether or not the Software meets its requirements (“**Evaluation Period**”). During the Evaluation Period the terms in Schedule 1 will apply.

3 Gearset Responsibilities

3.1 **Provision of Purchased Subscription.** In consideration of payment of the Subscription Fee as specified in the applicable Order Form, Gearset grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Subscription during the Subscription Period only in accordance with this Agreement and any applicable Licence Limitations. Gearset will provide Support Services to Customer with reasonable skill and care.

3.2 **Protection of Customer Data.** Gearset will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described on Gearset’s website at <https://gearset.com/security>. Those safeguards will include, but will not be limited to: (i) measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorised Users), (ii) implementing and maintaining systems and procedures for detecting, preventing and responding to attacks, intrusions, or other systems failures and regularly testing or otherwise monitoring the effectiveness of such systems, and procedures (i.e. vulnerability scans and penetration tests), and (iii) identifying internal and external risks and assessing the sufficiency of any systems and procedures in place to control these risks.

3.3 **Data Processing Addendum.** Except with respect to the Evaluation Period, the terms of the Data Processing Addendum at <https://gearset.com/legal> (“**DPA**”) shall apply to the extent that Customer Data includes Personal Data, as defined in the DPA, and provided that Customer and Gearset have signed and executed the DPA.

3.4 **Gearset Personnel.** Gearset will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Gearset's obligations under this Agreement, except as otherwise specified in this Agreement.

4 Use of Subscription and Customer Responsibilities

4.1 **Usage Restrictions.** The Customer shall: (i) only use the Software for its internal business purposes; (ii) not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the Software or create derivative works based on the whole of or any part of the Software or incorporate the Software into any other program not supported by Gearset; (iii) not access all or any part of the Subscription in order to build a product or service which competes with the Subscription; (iv) not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription available to any third party except the Authorised Users; (v) not attempt to obtain, or assist third parties in obtaining, access to the Subscription, other than as provided under this clause; and (vi) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription and, in the event of any such unauthorised access or use, promptly notify Gearset.

4.2 **Authorised Users.** In relation to the Authorised Users, the Customer undertakes that: (i) the maximum number of Authorised Users that it authorises to access and use the Subscription shall not exceed the number of User Subscriptions it has purchased; and (ii) 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 Subscription.

4.3 **Customer Responsibilities.** The Customer shall not, and shall ensure that Authorised Users do not: (i) distribute or transmit any Viruses into or via the Software; (ii) interfere or attempt to interfere with Gearset's network or the provision of services to any of the Gearset's other customers including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; (iii) attempt to probe, scan, penetrate or test the vulnerability of Gearset's systems or network; (iv) access the Software in an unauthorised manner, including any attempt to breach Gearset's security or authentication measures; or (v) publish, store, distribute or transmit any material during the course of its use of the Subscription that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or in a manner that is otherwise illegal or causes damage or injury to any person or property.

4.4 **Customer Obligations.** The Customer shall: (i) provide Gearset with all necessary co-operation in relation to this Agreement; (ii) comply with all applicable laws and regulations with respect to its activities under this Agreement; and (iii) ensure that the Authorised Users use the Subscription in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

4.5 **Suspension.** Gearset may suspend the Subscription without liability if: (i) it identifies an attack on the Customer's account, or any attempt to access or manipulate the Customer's account by a third party without the Customer's consent; (ii) Gearset reasonably believes suspension of the Subscription (or any part of it) is necessary to protect Gearset's network or its other customers use of the Subscription; or (iii) Gearset is required by law or by a regulatory or government body to suspend the Customer's access to the Subscription (or any part of it). Gearset reserves the right, without liability to the Customer or prejudice to its other rights, to disable the Customer's access to

any material that breaches the provisions of clause 4.3 and/or to suspend the access of any Authorised User who causes the Customer to breach the provisions of clauses 4.1 and/or 4.2 and/or 4.3.

5 Fees and Payment

- 5.1 **Fees and Payment.** The Subscription Fee (together with any levies, duties and/or taxes imposed on the Customer in its jurisdiction including, but not limited to, value added tax, sales tax, use tax and withholding tax) shall be due and payable by the Customer as specified during the purchase process or in the applicable Order Form. The Subscription Fee shall be paid in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. Customer is responsible for providing complete and accurate billing and contact information.
- 5.2 **Overdue Charges.** If the Subscription Fee or any other sums payable under this Agreement is 30 days or more overdue, Gearset reserves the right to terminate the Subscription and prevent the Customer from accessing and/or using the Software and Support Services immediately until such amounts are paid in full. Gearset will not exercise its rights under this clause if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.3 **Resellers.** Where the Customer has obtained the Subscription through a Reseller, the terms the Customer has agreed with such Reseller in relation to payment and invoicing will apply instead of clause 5.1.

6 Term and Termination

- 6.1 **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all Subscriptions have expired or have been terminated.
- 6.2 **Term of Purchased Subscriptions.** Each Subscription shall commence on the Subscription Start Date and, unless terminated earlier in accordance with this clause 6, shall continue for the Subscription Period as specified when purchasing the Subscription and/or as specified in the applicable Order Form. The Customer's access to the Software and Support Services shall automatically deactivate upon the expiry of the Subscription Period.
- 6.3 **Customer Termination.** Customer may elect to cancel the Subscription at any time by notifying Gearset in writing. The cancelled Subscription will automatically terminate at the end of the applicable Subscription Period.
- 6.4 **Termination for Cause.** This Agreement may be terminated immediately by either party if the other commits a material or persistent breach of any term of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of written notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect). If this Agreement is terminated by the Customer in accordance with this clause 6.4, Gearset will refund Customer any prepaid fees covering the remainder of the Subscription after the effective date of termination.
- 6.5 **Surviving Provisions.** Upon termination or expiry of this Agreement all licences granted under this Agreement shall immediately terminate but the following provisions of this Agreement shall remain in full force and effect: 1, 6.5, 7, 8.1, 8.3, 10, 11 and 12. Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law.

7 Confidentiality

- 7.1 **Ownership of Confidential Information.** Each party retains all ownership rights in and to its Confidential Information.
- 7.2 **Protection of Confidential Information.** Each party undertakes to the other that, except and to the extent otherwise permitted in clause 7 of this Agreement, it will: (i) hold all Confidential Information in complete and strict confidence; (ii) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (iii) only disclose Confidential Information to those executives, employees, attorneys, accountants, Affiliates, sub-contractors, and auditors who need to know the information for the purposes of this Agreement (the “**Permitted Disclosees**”), provided they inform such Permitted Disclosees of the confidential nature of the Confidential Information before disclosure and at all times remain responsible for their compliance with the obligations of confidentiality set out in this Agreement; (iv) not use, copy, or reproduce Confidential Information for a purpose other than the scope of this Agreement (including, but not limited to, any competitive or commercial purpose) without the prior written approval of the Disclosing Party; (v) implement appropriate security practices against any unauthorised copying, use, disclosure (where in oral, written, or any other form), access, and damage or destruction of the Confidential Information; and (vi) promptly notify the other party if it suspects or becomes aware of any unauthorized copying, use, or disclosure of the Confidential Information in any form.
- 7.3 **Compelled Disclosure.** Neither party shall be restricted from disclosing the Confidential Information or any part of it pursuant to a judicial or other lawful government order, but only: (i) to the extent required by such order; and (ii) subject to the party obliged to comply with such order giving the other party as much notice of the terms of the order as may be reasonably practicable; and (iii) it must use reasonable efforts to ensure that Confidential Information is handled in a confidential manner.
- 7.4 **Exemptions.** Nothing in this clause 7 shall prevent: (i) Gearset from disclosing the Software to any third party; or (ii) the Customer from disclosing the Software to such of its employees, sub-contractors, Affiliates, and advisors as is necessary for the Customer to be able to exercise its rights and comply with its obligations under this Agreement.
- 7.5 **Duration.** The obligations and restrictions in this clause 7 will last for 3 years from the termination of this Agreement.
- 7.6 **Conflict.** If the Customer has entered into a separate confidentiality agreement with Gearset, and there are inconsistencies between the terms of the confidentiality agreement and this clause 7, the terms of the confidentiality agreement shall prevail over this clause.

8 Intellectual Property Rights

- 8.1 **Customer Data.** The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 8.2 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Gearset reserves all right, title and interest in and to the Software and Support Services, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

8.3 **Acknowledgement of Rights.** The Customer acknowledges that Gearset owns, or is licensed to use, all copyright and other Intellectual Property Rights of whatever nature in and relating to the Subscription together with any customisation and/or configuration work carried out by Gearset under the provisions of this Agreement.

9 **Representations and Warranties**

9.1 **Gearset Warranties.** Gearset warrants that the use of the Software in the provision of the Subscription in accordance with this Agreement will not knowingly infringe copyright belonging to any third party.

9.2 **Limits of Warranties.** Gearset: (i) does not warrant that the Customer's use of the Subscription will be uninterrupted or error-free; or that the Subscription and/or the information obtained by the Customer through the Support Services will meet the Customer's requirements; Gearset instead offers a free Evaluation Period (as set out in clause 2) for the Customer to assess the suitability of the Subscription for its needs; and (ii) 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 Customer acknowledges that the Subscription may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.3 **Disclaimers.** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONDITIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, TRADE PRACTICE, CUSTOM, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION AS TO QUALITY, PERFORMANCE OR FITNESS OR SUITABILITY FOR PURPOSE) IN RESPECT OF THE SUBSCRIPTION ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

10 **Third Party Claims**

10.1 **Indemnification by Gearset.** Subject to clauses 10.2, 10.3, and 11.2, Gearset will defend Customer against any claim, demand, suit or proceeding made or brought against Customer: (i) that the normal use or possession of the Subscription in accordance with this Agreement infringes the copyright of a third party; or (ii) as a result of Gearset's use of Third-Party Components by a rights-holder of such Third-Party Components (a "**Claim**"). Gearset shall indemnify the Customer against any damages that are awarded to be paid to any such third party in respect of such Claim provided that the Customer: (i) as soon as reasonably practicable notifies Gearset in writing of any such Claim of which it becomes aware; (ii) does not make any admission as to liability or compromise or agree any settlement of the Claim without the prior written consent of Gearset (not to be unreasonably withheld or delayed), or otherwise prejudice Gearset or any other third party's defence of such Claim; (iii) gives Gearset, or such person as Gearset shall direct, immediate and complete control of the conduct or settlement of all negotiations and litigation arising from the Claim; and (iv) gives Gearset, and other third parties as Gearset shall direct, all reasonable assistance with the conduct or settlement of any such negotiations or litigation.

10.2 **Resolving Claims.** If a Claim is brought, Gearset shall have the right in its absolute discretion and at its own expense: (i) to procure the right for the Customer to continue using the Subscription in accordance with the terms of this Agreement; (ii) to make such alterations, modifications or adjustments to the Subscription so that they become non-infringing; or (iii) to replace the Subscription with non-infringing services. If Gearset is unable to resolve a Claim by taking one of the actions under clause 10.2, Gearset shall have the right to terminate this Agreement upon

repayment to the Customer of the Subscription Fee on a pro rata basis and such right shall be the Customer's sole and exclusive remedy under this Agreement in respect of any such Claim.

- 10.3 **Limitation of Indemnification.** The indemnity provided under clause 10.1 shall not apply in respect of any Claim arising as a result of or in connection with or attributable to: (i) any configurations or modifications made to the Subscription by the Customer or on the Customer's behalf (other than by Gearset); or (ii) the combination of the Subscription with any third party software, components, environment or platform (except for any intended combination as expressly identified on Gearset's website). In the event of any claim attributable to the use or possession by the Customer of the Software, other than in accordance with this Agreement, the provisions of clauses 9.1, 10.1 and 10.2 shall not apply and the Customer shall indemnify Gearset against all liabilities, costs and expenses which Gearset may incur as a result of such claim.

11 **Limitation of Liability**

- 11.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of one party or for liability for any fraudulent misrepresentation by a party to this Agreement.
- 11.2 **Limitation of Liability.** SUBJECT TO THE PROVISIONS OF CLAUSES 11.1, 11.3 AND 11.4, THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES FOR DIRECT LOSS IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CUSTOMER'S USE OF THE SUBSCRIPTION SHALL BE LIMITED IN RESPECT OF ALL CLAIMS ARISING TO THE SUBSCRIPTION FEE PAID BY THE CUSTOMER TO GEARSET UNDER THIS AGREEMENT IN RESPECT OF THE SUBSCRIPTION PROVIDED IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL NOT LIMIT CUSTOMER'S LIABILITY UNDER CLAUSE 10.3 AND/OR FOR BREACH OF CLAUSES 4.1 AND/OR 5.
- 11.3 **Exclusion of Consequential and Related Damages.** SUBJECT TO THE PROVISIONS OF CLAUSE 11.1, IN NO CIRCUMSTANCES SHALL GEARSET BE LIABLE TO THE CUSTOMER WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE IN RESPECT OF: (i) LOSS OF PROFITS, ANTICIPATED SAVINGS, REVENUE, GOODWILL OR BUSINESS OPPORTUNITY; (ii) LOSS OR CORRUPTION OF DATA (SAVE TO THE EXTENT SET OUT IN THE DPA) OR COST OF RESTORATION OF DATA OR FOR USE OF ANY RESULTS OBTAINED BY USE OF THE SOFTWARE; OR (iii) ANY INDIRECT, CONSEQUENTIAL, FINANCIAL OR ECONOMIC LOSS OR DAMAGE, COSTS OR EXPENSES, WHATEVER OR HOWEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CUSTOMER'S USE OF THE SUBSCRIPTION, EVEN IF GEARSET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.4 **Limitation of Liability For Free Version.** SUBJECT TO THE PROVISIONS OF CLAUSE 11.1, THE SOLE LIABILITY OF GEARSET TO THE CUSTOMER FOR DIRECT LOSS IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE CUSTOMER'S USE OF THE FREE VERSION SHALL BE LIMITED TO £5.00 AND FOR THE AVOIDANCE OF DOUBT CLAUSES 10 AND 11.2 OF THIS AGREEMENT SHALL NOT APPLY IN RESPECT OF THE FREE VERSION.

12 **General Provisions**

- 12.1 **Waiver.** The failure or delay of either party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or

times thereafter. Neither party shall be liable for any delay in or for failure to perform its obligations under this Agreement, other than an obligation to make any payment due to the other party, if that delay or failure is caused by circumstances beyond the control of that party including, without limitation, fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.

- 12.2 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes, cancels and replaces all prior agreements, licences, negotiations and discussions between the parties relating to it. The Customer confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- 12.3 **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 12.4 **Revisions.** For click to agree versions of this Agreement, Gearset reserves the right to revise the terms of this Agreement by updating this Agreement on its website. The Customer is advised to check the website periodically for notices concerning such revisions. The Customer's continued use of the Subscription shall be deemed to constitute acceptance of any revised terms. Any signed versions of this Agreement shall continue to apply to all future use of the Subscription and shall take precedence over any click to agree versions presented at download or access to the Software or on Gearset's website.
- 12.5 **Assignment.** The Customer shall not be entitled to sub-license the use of the Software. The Customer shall not be entitled to assign this Agreement nor any of its rights or obligations hereunder except as part of a merger, acquisition, or sale of substantially all of its assets.
- 12.6 **Third Party Beneficiaries.** The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement or operate to give any third party the right to enforce any term of this Agreement.
- 12.7 **Anti-corruption.** Each party shall: (i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, but not limited to, the UK Bribery Act 2010; (ii) have and maintain in place throughout the Subscription Period its own policies and procedures designed to ensure compliance with anti-bribery and anti-corruption laws, as appropriate; and (iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind made or received by it in connection with the performance of this Agreement.
- 12.8 **Severability.** If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 12.9 **Consumers.** This clause applies to Consumers only. The Consumer shall have the right to cancel this Agreement 14 days from the date the Consumer agrees to be obliged to pay for the Software and/or Support Services under this Agreement. Should the Consumer wish to cancel this Agreement under clause 12, the Consumer must notify Gearset of its decision to cancel by sending Gearset an email clearly confirming the decision to the relevant email address on the privacy page

(<https://gearset.com/privacy>) of Gearset's website. Any complaints about this Agreement, including complaints about the Software and/or Support Services, should be raised with Gearset using the relevant contact details on the privacy page (<https://gearset.com/privacy>) of its website.

- 12.10 **Notices.** Any notice to be given under this Agreement shall be in writing. Notices for Gearset shall be sent by email to legal@gearset.com. Notices for the Customer shall be sent either by email or by post to any address that may have been provided by the Customer to Gearset. Any such notice or other document shall be deemed to have been served: if delivered by email - 24 hours after delivery; and if sent by post - upon the expiration of 48 hours after posting.
- 12.11 **Governing Law and Venue.** This Agreement 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. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Evaluation Period

- 1 Gearset grants the Customer the right to use the Software for the Evaluation Period.
- 2 During the Evaluation Period, the Customer hereby agrees that the Software is provided AS IS with no representation, guarantee or warranty of any kind as to its functionality, quality, performance, suitability or fitness for purpose. All other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.
- 3 Gearset shall not be liable for any claim, damages or other liability arising from or in connection with the Customer's use of the Software during the Evaluation Period.
- 4 For the avoidance of doubt, during the Evaluation Period clause 10 of this Agreement shall not apply.
- 5 Before or upon expiry of the Evaluation Period, if in the Customer's sole opinion, the Software has met its requirements, and the Customer wishes to continue to use the Software beyond the end of the Evaluation Period, the Customer can decide whether to: (i) obtain the equivalent paid up Subscription; or (ii) default to a limited functionality, Free Version of the Subscription. Once the appropriate Subscription has been obtained, this Agreement shall continue in force (except that this Schedule 1 shall no longer apply).
- 6 If the Customer decides that the Software does not meet its requirements, or otherwise does not wish to enter into a paid up Subscription or continue using the Software, then the Customer shall immediately cease use of the Software and Services. Any rights granted to the Customer to use the Software shall cease.