

Portalis Software Limited - Terms of Service

This agreement (the "Agreement") is a legal agreement between the Customer (as defined below) and Portalis Software Limited (a company registered in England and Wales with company number 13198252) whose office address is The Sharp Project, Red 36 Thorp Road, Manchester, M40 5BJ ("Portalis").

The Portalis Services provide a feature request management system that helps SaaS companies make data-driven product decisions.

Portalis permits use of the Portalis Services and Documentation by the Customer on the basis of this Agreement. By checking the box confirming acceptance of this Agreement or by signing the Order, the Customer agrees to be bound by the terms of this Agreement.

AGREED TERMS

Portalis and the Customer now agree as follows:

1 **Definitions**

1.1 In this Agreement, the following terms will have the meanings assigned to them below:

"Account" an instance of the Portalis Services made exclusively available to the Customer;

"Charges" means the Service Charges and the Enhanced Support Charges and Customisation Fee (as applicable);

"Commencement Date" means the date on which the Customer signs the Order;

"Customer Data" means any and all data, information and content which are i) uploaded, stored or installed by the Customer onto the Portalis Services or ii) created, realised or developed by the Customer while using the Portalis Services;

"Customisation Fee" means the fee for the Customisation Services;

"Customisation Services" means services related to bespoke modifications and/or additions to the Portalis Services to be provided by Portalis to the Customer (if any), as detailed in the Order or otherwise agreed between the parties in writing;

"Documentation" means the documents made available to the Customer by Portalis online via <https://www.portalis.io> or such other web address notified by Portalis to the Customer from

time to time which sets out a description of Portalis Services and the User instructions for the Portalis Services;

"Effective Date" means:

- (a) where the Customer has a pilot to use the Portalis Services (as detailed in the Order), the day immediately after the expiry of the Pilot Period; and
- (b) where the Customer does not have a pilot to use the Portalis Services, the Commencement Date;

"Enhanced Support Charges" means the charges for the provision of the Enhanced Support Services, as detailed in the Order or otherwise agreed between the parties in writing;

"Enhanced Support Services" means the support services in relation to the Portalis Services to be provided by Portalis to the Customer in addition to the Standard Support Services (if any), as detailed in the Order or otherwise agreed between the parties in writing;

"Information" means any and all documentation, materials, software, code and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, pricing, transactions, software, suppliers or methods of one Party and disclosed to or otherwise obtained by the other Party in connection with this Agreement;

"Initial Term" means the term specified in the Order or, where no term is specified in the Order, a period of one Year;

"Intellectual Property" means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, domain names, topography rights, and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with any and all goodwill relating or attached thereto, the right to apply for registration of and/or register such rights and all extensions and renewals thereof;

"Portalis Services" the services provided by Portalis to the Customer under this Agreement using the Software, as more particularly described in the Documentation, which includes modifications and/or additions to such services developed for the Customer by Portalis as part of the Customisation Services;

"Normal Business Hours" means 9:00am to 5:00pm, GMT on any Working Day;

"Order" means the document which Portalis and the Customer may agree between them setting out details of the Customisation Services, the Service Charges, the Enhanced Support Services, the Enhanced Support Charges, the Pilot Period (in all cases if any) and the Initial Term;

"Parties" means the Customer and Portalis and **"Party"** shall be construed accordingly;

"Service Charges" the subscription fees payable by the Customer for the User Subscriptions, as detailed on the Order;

"Software" means Portalis's software provided as part of Portalis Services, including any updates and modifications made available from time to time by Portalis;

"Standard Support Services" means the support services in relation to Portalis Services provided by Portalis to the Customer free of charge in accordance with the Standard Support Services Policy;

"Standard Support Services Policy" means Portalis's policy for providing Standard Support Services in relation to the Portalis Services as made available at <https://www.portalis.io> or such other website address as may be notified to the Customer from time to time;

"Term" means the term of this Agreement as detailed in clause 13.1;

"Pilot Period" means the period which commences on the Commencement Date for the number of days set out in the Order during which the Customer may pilot the Portalis Services without charge (unless otherwise agreed);

"Users" means the employees and customers of the Customer who are authorised to use the Portalis Services;

"User Subscriptions" means the user subscriptions purchased by the Customer which entitle Users to access and use the Portalis Services and the Documentation in accordance with this Agreement;

"Working Day" means any day falling on or between Monday to Friday, excluding all public and bank holidays in England and Wales;

"Virus" means 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;

"Year" means a period of 12 months commencing on the Effective Date and each 12 month period thereafter during the Term.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the Effective Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the Effective Date under that statute or statutory provision.
- 1.6 Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders.
- 1.7 The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context and reference to the whole includes reference to part).

2 Licence to use Portalis Services

- 2.1 In consideration of the payment of the Service Charges by the Customer, and subject to the restrictions and Customer obligations set out in this Agreement, Portalis hereby grants to the Customer a non-exclusive, non-transferable right to permit the Users to use the Portalis Services and the Documentation commencing on the Commencement Date during the Term solely for the Customer's internal business operations in accordance with the terms of this Agreement.
- 2.2 In relation to the Users, the Customer undertakes that:
- (a) the maximum number of Users that it authorises to access and use the Portalis Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
 - (b) it will not allow or suffer any User Subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Portalis Services and/or Documentation;
 - (c) it shall permit Portalis to audit the Portalis Services in order to establish the Users. Such audit may be conducted no more than once per quarter and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

- (d) if any of the audits referred to in clause 2.2(c) reveal that any individual(s) who are not Users have been using the Portalis Services, then without prejudice to Portalis's other rights, the Customer shall promptly ensure that such individual(s) immediately stop using the Portalis Services; and
 - (e) if any of the audits referred to in clause 2.2(c) reveal that the Customer has underpaid Service Charges to Portalis, then without prejudice to Portalis's other rights, the Customer shall pay to Portalis an amount equal to such underpayment as calculated in accordance with Portalis's then current price list within 10 Working Days of the date of the relevant audit.
- 2.3 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, the Customer shall not nor permit others to, and shall procure the Users shall not:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;
 - (b) rent, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis;
 - (c) translate, reverse engineer, decompile, disassemble, unbundle, modify or create derivative works based on the Software, except as expressly permitted by law;
 - (d) vary, delete or obscure any notices of proprietary rights or any product identification or restrictions in the Software; or
 - (e) access all or any part of the Portalis Services and/or Documentation in order to build a product or service which competes with the Portalis Services and/or the Documentation.
- 2.4 The Customer undertakes to prevent any unauthorised access to, or use of, the Portalis Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Portalis.
- 2.5 The Customer shall not, and shall procure the Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Portalis Services 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, and Portalis reserves the right, without liability or prejudice to its other

rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

- 2.6 The integrity of the Software is protected by technical protection measures so that the Intellectual Property rights in the Software are not misappropriated. The Customer must not attempt in any way to remove or circumvent such technical protection measures, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in its possession for private or commercial purposes, any means whose sole purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.
- 2.7 All rights that are not expressly or specifically granted in this Agreement to the Customer are reserved to Portalis.

3 Additional User Subscriptions

- 3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during the Term, purchase additional User Subscriptions and Portalis shall grant access to the Portalis Services and the Documentation to such additional Users in accordance with the provisions of this Agreement.
- 3.2 If the Customer wishes to purchase additional User Subscriptions or changes to their package, the Customer shall notify Portalis in writing. Portalis shall evaluate such requests and respond to the Customer with approval or rejection of the request.
- 3.3 If Portalis approves the Customer's request to purchase additional User Subscriptions, the Customer shall pay to Portalis the relevant fees for such additional User Subscriptions on the date of purchase and, if such additional User Subscriptions are purchased by the Customer part way through a Year, such fees shall be prorated for the remainder of that Year.

4 Provision of Portalis Services

- 4.1 Portalis shall use its reasonable endeavours to make the Portalis Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 6pm to 7pm UK time;
 - (b) emergency maintenance. In any such emergency Portalis will put status information on <http://www.portalis.io>;
 - (c) unscheduled maintenance performed outside Normal Business Hours, provided that Portalis has used reasonable endeavours to give the Customer at least 24 Normal Business Hour's notice in advance.

- 4.2 Portalis shall be entitled at any time to improve or update the Portalis Services in case of: i) improvements or updates necessary to fix defects, bugs, malfunctioning or errors of the Portalis Services; and/or ii) to cure security vulnerabilities of the Portalis Services; and/or iii) the application of any new laws, regulations acts or orders of the authorities.
- 4.3 Portalis shall not be liable for any failure to provide Portalis Services in accordance with this Agreement to the extent that such failure is caused directly or indirectly by the Customer's negligence or breach of any term of this Agreement.
- 4.4 Where applicable, Portalis shall perform the Customisation Services using reasonable skill and care.
- 4.5 Portalis shall use reasonable commercial endeavours to meet any performance dates for the Customisation Services but any such dates shall be estimates.

5 Support Services

- 5.1 Portalis will, as part of the Portalis Services and at no additional cost to the Customer, provide the Customer with Portalis's Standard Support Services during Normal Business Hours in accordance with Portalis's Standard Support Services Policy in effect at the time that the Portalis Services are provided. Portalis may amend the Standard Support Services Policy in its sole and absolute discretion from time to time.
- 5.2 Subject to clause 5.3 and clause 5.4, the Customer may during the Term, purchase the Enhanced Support Services and Portalis shall provide the Enhanced Support Services to the Customer in accordance with the provisions of this Agreement.
- 5.3 If the Customer wishes to purchase the Enhanced Support Services the Customer shall notify Portalis in writing. Portalis shall evaluate such requests and respond to the Customer with approval or rejection of the request.
- 5.4 If Portalis approves the Customer's request to purchase the Enhanced Support Services, the Customer shall pay to Portalis the Enhanced Support Charges for such Enhanced Support Services and, if the Enhanced Support Charges are purchased by the Customer part way through a Year, such fees shall be pro-rated for the remainder of that Year.
- 5.5 Where the Customer purchases Enhanced Support Services, Portalis shall perform the Enhanced Support Services using reasonable skill and care.
- 5.6 Portalis shall use reasonable commercial endeavours to meet any performance dates for the Enhanced Support Services but any such dates shall be estimates.

6 User Data

- 6.1 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.
- 6.2 Portalis shall, in providing the Portalis Services, comply with its Data Privacy and Security Policy available at <http://portalis.io/privacy-policy> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by Portalis in its sole discretion.
- 6.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Portalis to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Portalis. Portalis shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Portalis to perform services related to Customer Data maintenance and back-up).
- 6.4 If Portalis processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and Portalis shall be a data processor and in any such case:
- (a) each party warrants to the other that it will process and control the personal data in compliance with all applicable laws, enactments, regulations, orders and similar instruments from time to time in force;
 - (b) Portalis shall:
 - (i) only process the personal data as is necessary for the delivery and improvement of the Portalis Services;
 - (ii) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage to ensure a level of security appropriate to: the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the data to be protected;
 - (iii) not transfer any personal data to any country outside the European Economic Area, unless otherwise agreed between the parties;

- (iv) promptly notify the Customer in writing of any subject access requests in connection with the processing of any Customer personal data;
 - (v) promptly notify the Customer if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the personal data; and
 - (vi) limit access to the personal data to those of its employees and representatives who need access to the personal data to meet Portalis's obligations under this Agreement.
- (c) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Portalis so that Portalis may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf; and
- (d) 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.
- (e) You consent to the Portalis appointing a third-party processor (including the third-party hosting provider(s) or other related contractors which will be communicated to you) of Personal Data under these terms and conditions. Portalis confirms that it has entered or will enter (as the case may be) with the third-party processor into a written agreement incorporating standard data processing terms which are substantially similar to those set out in Portalis Services Agreement (available on our website or request). As between you and Portalis, Portalis shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause. You consent to Portalis' right to amend the third-party processor communicated to you, Portalis will notify you of any proposed changes to third party processor and you may terminate in accordance with these terms and conditions if you disagree to a proposed change.
- (f) Classification of Personal Data in reference to GDPR:
 - (i) Categories of data subject: Your employees, agents, temporary workers and other staff.
 - (ii) Type of Personal Data: Name; contact details (including postal address, email address and telephone number); job title.
 - (iii) Type of Special Categories of Personal Data: No Special Categories of Personal Data will be processed pursuant to the Services.

- (iv) Duration of Processing: Personal Data will be processed for the term of the Trial.
- (v) Nature of Processing: collection, storage, use, transmission, deletion.
- (vi) Purpose of Processing: conducting business relations; provision of the Service.

7 Warranties

- 7.1 Portalis undertakes that the Portalis Services will be performed substantially in accordance with the Documentation 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 Portalis Services contrary to Portalis's instructions, or modification or alteration of Portalis Services by any party other than Portalis or Portalis's duly authorised contractors or agents. If the Portalis Services do not conform with the foregoing undertaking, Portalis will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, Portalis:
- (a) does not warrant that the Customer's use of the Portalis Services will be uninterrupted or error-free; or that the Portalis Services, the Documentation and/or the information obtained by the Customer through the Portalis Services will meet the Customer's requirements; and
 - (b) 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 Portalis Services and the Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 Portalis warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8 Customer Obligations

- 8.1 The Customer shall:
- (a) only use the Portalis Services in accordance with the terms of the Agreement for its own internal purposes;

- (b) use the Portalis Services in accordance with Portalis's reasonable instructions and any laws, regulations and licenses which may apply to the Customer's use of the Portalis Services from time to time;
- (c) carry out all Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Portalis may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Users use the Portalis Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Portalis, its contractors and agents to perform their obligations under this Agreement;
- (f) ensure that its network and systems comply with the relevant specifications provided by Portalis from time to time and in any event use a supported web browser as defined in the Support Services Policy and maintain a reliable high speed internet connection;
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems 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; and
- (h) provide Portalis with up-to-date information, co-operation and support as Portalis shall reasonably require pursuant to this Agreement.

9 Charges and Payment

9.1 The Customer shall pay the Charges to Portalis in accordance with this clause 9.

9.2 All amounts and fees stated in this Agreement:

- (a) are exclusive of Value Added Tax and any other applicable taxes, duties and assessments which shall be payable by the Customer in the manner prescribed by law;
- (b) shall, unless otherwise agreed between the parties, be payable in US dollars; and
- (c) are non-cancellable and non-refundable.

- 9.3 The Customer shall on the Commencement Date provide to Portalis valid, up-to-date and complete credit card details or approved purchase order information acceptable to Portalis and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:
- (a) its credit card details to Portalis, the Customer hereby authorises Portalis to bill such credit card:
 - (i) on the Effective Date for the Charges payable in respect of the first Year of the Term; and
 - (ii) on each anniversary of the Effective Date for the Charges payable in respect of the next Year;
 - (b) its approved purchase order information to Portalis, Portalis shall invoice the Customer:
 - (i) on the Effective Date for the Charges payable in respect of the first Year of the Term;
 - (ii) at least 30 days prior to each anniversary of the Effective Date for the Charges payable in respect of the next Year,
- and the Customer shall pay each invoice within 30 days after the date of such invoice, unless other payment terms are agreed between the parties in the Order.
- 9.4 If the Customer fails to make any payment due to Portalis by the due date for payment then, without prejudice to Portalis's other rights and remedies, Portalis may:
- (a) charge the Customer interest on the overdue amount at four percent (4%) above the official interest rate of the Bank of England. Such interest shall accrue on a daily basis from the due date of payment until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest immediately on demand by Portalis; and/or
 - (b) without liability to the Customer, suspend access to the User passwords, the Account and access to all or part of the Portalis Services and/or any other services provided under on in connection with this Agreement (or any part of them) while the amounts remain unpaid.
- 9.5 Portalis shall have the right to vary the Charges from time to time on no less than thirty (30) days' written notice to the Customer, provided that if the Customer does not accept the

changes to the Charges the Customer may terminate this Agreement upon at least fourteen (14) days' written notice to Portalis to expire on or before the date set out in Portalis's notice.

9.6 If, at any time whilst using the Portalis Services, the Customer exceeds the following levels:

Emails sent: 100,000 /month
API calls: maximum of 100 /sec over any 60 second period
Database records: 1,000,000 total
Data storage including uploaded files: 10GB total.

Portalis may terminate this Agreement with immediate effect or at Portalis's discretion the Customer shall pay, Portalis's then current fees for such excess.

9.7 The Charges and other sums payable under this Agreement shall be paid free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law the Customer shall pay to Portalis such sum as will, after the deduction or withholding has been made, leave Portalis with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

10 Intellectual Property

10.1 All Information of Portalis and all Intellectual Property in the Software and in or arising from the Portalis Services and/or any other services provided under or in connection with this Agreement shall be and shall remain at all times the exclusive property of Portalis or relevant third party and the Customer shall acquire no right, title or interest in or to the same and shall use such items solely as permitted by the terms of this Agreement.

11 Confidentiality

11.1 Subject to the remainder of this clause 11, neither the Customer nor Portalis shall, without the other Party's prior written consent, disclose to any third party Information (other than the business name of the other Party) which comes to that Party's attention pursuant to this Agreement. Each Party shall only use the Information of the other Party to exercise its rights and/or perform its obligations under this Agreement.

11.2 The Customer agrees that Portalis may disclose the Information of the Customer to any relevant third party to the extent reasonably required by such third party in order to allow provision of the Portalis Services and/or any other services provided under or in connection with this Agreement.

11.3 The provisions of clause 11.1 shall not apply to information which:

- (a) is in or comes into the public domain otherwise than by breach of this Agreement, except that any compilation of otherwise public information in a form not publically known shall nevertheless be treated as confidential Information;
- (b) is in the other Party's possession prior to the commencement of negotiations for this Agreement as shown by written evidence that predates the date of such negotiations;
- (c) is or was lawfully received from a third party not under an obligation of confidentiality in respect of the same as shown by written evidence that predates the date of this Agreement;
- (d) was developed independently of and without reference to the other Party's Information; or
- (e) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required), in which case each Party shall promptly notify the other Party of any such disclosure requirement.

11.4 Portalis shall be entitled to publicise that the Customer has licensed the Software and purchased the Portalis Services from Portalis in its advertising or promotional materials (including as case studies), press releases, tenders, proposal, speeches, website, articles and other similar materials.

11.5 Each Party shall be entitled to divulge the other Party's Information to its employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants who have a need to know the same in connection with this Agreement provided that the receiving Party shall ensure that such persons are aware of and, shall procure that such persons comply with, these confidentiality obligations.

11.6 The restrictions contained in this clause 11 shall continue to apply after termination or expiry of this Agreement without limit in time.

12 Liability

12.1 This clause 12 sets out the entire financial liability of Portalis (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this Agreement;
- (b) in respect of any use made by the Customer of the Portalis Services, the Documentation and/or any other services provided under or in connection with this Agreement or any part of them; and

- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Portalis Services and the Documentation by the Customer, and for conclusions drawn from such use. Portalis shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Portalis by the Customer in connection with the Portalis Services, or any actions taken by Portalis at the Customer's direction;
- (b) 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 agreement; and
- (c) the Portalis Services and the Documentation are provided to the Customer on an "as is" basis.

12.3 Nothing in this Agreement shall exclude or limit Portalis's liability for:

- (a) death or personal injury caused by its (or its employees', agents' or contractors') negligence; and
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability the exclusion or limitation of which is not permitted by English law.

12.4 Subject to clause 12.2 and clause 12.3:

- (a) Portalis 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 Agreement; and
- (b) Portalis'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 Agreement shall be limited, where the liability relates to:
 - (i) a breach of clause of clause 6.4, to total Service Charges paid during the 12 months immediately preceding the date on which the claim arose (GBP);

- (ii) [except as set out in clause 12.4(b)(i),] the Portalis Services, to the total Service Charges paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose or, where the claim arises after the expiry or termination of this Agreement, to the total Service Charges paid for the User Subscriptions during the 12 months immediately preceding the date of expiry or termination of this Agreement; and
- (iii) the Enhanced Support Services, to the total Enhanced Support Charges paid during the 12 months immediately preceding the date on which the claim arose or, where the claim arises after the expiry or termination of this Agreement, to the total Enhanced Support Charges paid during the 12 months immediately preceding the date of expiry or termination of this Agreement.

13 Term

13.1 This Agreement shall, unless otherwise terminated as provided in this Agreement, commence on the Commencement Date and shall continue:

- (a) where the Customer has a pilot to use the Portalis Services (as detailed in the Order), for the Pilot Period and shall automatically continue thereafter following the expiry of the Pilot Period, unless terminated in accordance with clause 13.2, for the Initial Term and thereafter this Agreement shall be renewed automatically for successive periods of one Year (each a "Renewal Period"), unless either party notifies the other of termination in writing at least thirty days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the Initial Term or applicable Renewal Period; or
- (b) where the Customer does not have a pilot to use the Portalis Services, for the Initial Term and thereafter this Agreement shall be renewed automatically for successive Renewal Periods, unless either party notifies the other of termination in writing at least thirty days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the Initial Term or applicable Renewal Period.

13.2 The Customer may terminate this Agreement at any time within the Pilot Period by providing Portalis with seven days' written notice.

14 Termination

14.1 A Party shall have the right to terminate this Agreement at any time on immediate notice to the other Party in the event that the other Party:

- (a) fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
 - (b) commits an irremediable material breach of this Agreement, persistently repeats a remediable material breach or commits any remediable material breach and fails to remedy it within thirty (30) days of receipt of the notice of the breach requiring remedy of the same; or
 - (c) 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), 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;
 - (d) 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
 - (e) 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 the Agreement has been placed in jeopardy.
- 14.2 Portalis may terminate this Agreement (or any part of it) and/or the Portalis Services (or any part of them):
- (a) by serving written notice on the Customer with immediate effect, if termination is required for legal or regulatory reasons;
 - (b) on serving thirty (30) days prior written notice to the Customer if Portalis or its third party suppliers no longer operates or provides any or all of the products or services used in relation to the Portalis Services or intends to cease operating or providing any or all of such products or services in the immediate future.
- 14.3 The termination of this Agreement shall be without prejudice to the accrued rights and liabilities of either Party subsisting under this Agreement prior to termination.
- 14.4 Portalis may at its sole discretion suspend immediately the provision of the Portalis Services and/or any other services provided under this Agreement (or any part of them) until further notice on notifying the Customer either orally (confirming such notification in writing) or in writing if Portalis is entitled to terminate this Agreement. Any suspension of the Portalis Services shall not exclude Portalis's right subsequently to terminate this Agreement.

15 Consequences of Termination

15.1 Upon termination of this Agreement for any reason:

- (a) the Customer shall immediately cease to make use of the Portalis Services;
- (b) the Customer shall immediately pay any outstanding sums due under this Agreement; and
- (c) Portalis may destroy or otherwise dispose of any of the Customer Data in its possession unless Portalis receives, no later than 14 days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Portalis shall use reasonable commercial endeavours to deliver the back-up to the Customer within 90 days of its receipt of such a written request, provided that the Customer 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 Customer shall pay Portalis's fees agreed between the parties in returning the Customer Data to the Customer immediately upon receipt of an invoice from Portalis; and
- (d) each party shall either return or destroy all of the other party's Information or any document containing part thereof, together with all copies of such Information (including, to the extent reasonably possible, all electronic copies) and shall on reasonable request provide written confirmation that such steps have been taken.

15.2 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.

15.3 Any terms and conditions forming part of this Agreement which are agreed by the parties to survive termination or which by their nature are to survive termination, shall survive and continue in full force and effect.

16 Force Majeure

16.1 Portalis shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, 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 Portalis or any other party), failure of a utility service or transport or telecommunications network, adverse economic impacts, 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.

17 **Notices**

17.1 Notices sent in respect of any matter arising in respect of this Agreement shall be in writing and must be sent either by:

- (a) pre-paid first class post; or
- (b) delivered by hand; or
- (c) email.

17.2 A notice shall be sent or delivered to the address specified in this Agreement (as updated by notice in accordance with this section) or email notified by each party to the other from time to time. In the case of Portalis to support@Portalis.io.

17.3 Notice is deemed given:

- (a) in the case of hand delivery – at the time the delivery is made;
- (b) in the case of posting– two (2) Working Days after the notice is posted; and
- (c) in the case of email – one (1) Working Day after the date the sender receives a successful delivery confirmation.

17.4 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18 **General**

18.1 The Customer shall not assign, purport to assign or otherwise transfer this Agreement and/or any of its obligations thereunder, in whole or in part, without Portalis's prior written consent.

18.2 Nothing in this Agreement 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).

18.3 Unless otherwise stated herein, this Agreement can only be modified by the written and signed agreement of the Parties.

18.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement 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.

- 18.5 Portalis 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 Agreement.
- 18.6 If any part of this Agreement is held unlawful, invalid or unenforceable, that part shall be considered struck out and the remainder of this Agreement shall remain in full force and effect. Portalis and the Customer shall work together in good faith to agree an enforceable replacement provision capturing the spirit of the original.
- 18.7 Time for performance by Portalis of its obligations under this Agreement shall not be of the essence and shall not be made so by notice.
- 18.8 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 18.9 The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it unless specifically provided for this Agreement.
- 18.10 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.
- 18.11 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 Agreement or its subject matter or formation (including non-contractual disputes or claims).