

Composide Limited

Terms and Conditions for Subscription Services

These Conditions govern the access to and use of our Subscription Services by you under your Subscription Plan.

These Conditions apply to all of the Subscription Plans we offer for our Subscription Services.

BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU AGREE THAT THESE CONDITIONS WILL BE BINDING UPON YOU AND THAT THEY WILL GOVERN THE ACCESS TO AND USE OF OUR SUBSCRIPTION SERVICES BY YOU. YOU REPRESENT AND WARRANT TO US THAT:-

(A) YOU ARE ENTERING INTO YOUR SUBSCRIPTION PLAN ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, AND NOT AS A CONSUMER;

(B) YOUR SUBSCRIPTION PLAN WILL NOT BE USED FOR ANY NON BUSINESS PURPOSE;

(C) YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE CONDITIONS; AND

(D). IF SUCH ENTITY IS BASED IN THE EUROPEAN UNION, THAT IT IS VAT REGISTERED AND YOU HAVE PROVIDED TO US ITS CORRECT VAT REGISTRATION NUMBER.

IF YOU ARE A CONSUMER, IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THESE CONDITIONS, YOU MUST NOT ACCEPT THEM AND MAY NOT USE OUR SUBSCRIPTION SERVICES.

You may not access our Subscription Services if you are one of our direct competitors, except with our prior written consent. In addition, you may not access our Subscription Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1 DEFINITIONS

1.1 The definitions in this clause apply in these Conditions.

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

Conditions: these conditions as amended or updated by us from time to time.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.5.

Credit card means any type of credit or debit card acceptable to us as a means of payment from time to time.

Documentation: the document made available to you by us on Our Website which sets out a description of our Subscription Services and the user instructions for the Subscription Services.

Downgrade: moving from your current Subscription Plan to a Subscription Plan which offers fewer concurrent users or which otherwise offers a lesser specification of Subscription Services than your current Subscription Plan;

FOC Subscription: a Trial Subscription or a Subscription Plan provided by us free of charge for educational purposes or any other Subscription Plan provided by us free of charge;

Minimum Term: means the minimum duration of your Subscription Plan as selected by you from the options available on Our Website when you entered into your Subscription Plan;

Month: a calendar month;

Our Website: www.composide.com or such other website notified to you by us in writing from time to time.

Regular Subscription Plan: a Subscription Plan under which you agree to make regular payments of our Subscription Fees for your use of our Subscription Services on a monthly basis or at such other fixed intervals as may be described in the Subscription Plan.

Renewal Term: a further term period during which your Subscription Plan will continue in force which shall be equal in length to the Minimum Term of your Subscription Plan and shall apply as from the expiry of the Minimum Term or the previous Renewal Term unless your Subscription Plan is terminated in accordance with these Conditions.

Software: the online software applications provided by us as part of our Subscription Services.

Subscription Fees: the subscription fees payable by you to us for the use of our Subscription Services under your Subscription Plan.

Subscription Plan: a type of subscription for our Subscription Services which is offered by us via Our Website and which is more particularly described on Our Website.

Subscription Services: the subscription services provided by us via Our Website including any additional or optional services, data, articles, reports, tools and software modules, components or other materials which we may make available via Our Website from time to time.

Trial Subscription: a Subscription Plan which is provided by us free of charge for a limited period to give you the opportunity to evaluate our Subscription Services;

Upgrade: moving from your current Subscription Plan to a Subscription Plan which offers a greater number of concurrent users or which is otherwise more comprehensive than your current Subscription Plan;

Usage Fees: our fees and charges for the provision of our Subscription Services to you under a Regular Subscription Plan.

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.

we, our: Composite Limited (registered in England with company number 08733662) having its registered office address at New Kings Court, Tollgate, Chandlers Ford, Eastleigh SO53 3LG

you, your: you, the customer

Your Data: the data inputted by you, or by us on your behalf for the purpose of using our Subscription Services or facilitating your use of our Subscription Services.

2 YOUR RIGHT TO USE OUR SUBSCRIPTION SERVICES

2.1 We hereby grant to you a non-exclusive, non-transferable right to use our Subscription Services and the Documentation in accordance with your Subscription Plan.

3 SUBSCRIPTION PLANS

- 3.1 Your rights to access our Subscription Services will depend upon the Subscription Plan purchased or obtained by you via Our Website and under which you access and use our Subscription Services and by these Conditions.
- 3.2 Further details of the Subscription Plans we offer from time to time shall be set out on Our Website and may include the following types of Subscription Plan:-
- 3.2.1 Regular Subscription Plans
 - 3.2.2 Trial Subscriptions and FOC Subscriptions and
 - 3.2.3 such other Subscription Plans as we may offer from time to time.
- 3.3 You may access our Subscription Services in accordance with these Conditions and your Subscription Plan for so long as your Subscription Plan remains in force.
- 3.4 Your Subscription Plan is personal to you and you shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise make our Subscription Services and/or Documentation available in any manner to any other person or allow any other person to use your Subscription Plan to access our Subscription Services. You undertake that you shall keep a secure password for your use of our Subscription Services and Documentation, that you shall change such password in accordance with best practice and that you shall keep your password confidential. You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of our Subscription Services that:
- 3.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.4.2 facilitates illegal activity;
 - 3.4.3 depicts sexually explicit images;
 - 3.4.4 promotes unlawful violence;
 - 3.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.4.6 in a manner that is otherwise illegal or causes damage or injury to any person or property; and

we reserve the right, without liability and without prejudice to our other rights, to remove or delete any such materials and terminate your Subscription Plan immediately and without notice in the event of a breach by you of this clause.

- 3.5 You shall not do or omit to do anything with regard to any systems, hardware or software which you use to access our Subscription Services which will or may cause damage to our systems or loss or corruption of any software or data stored on our systems or otherwise interfere with the operation of our systems or prevent or restrict access to them by us or by anyone else. We reserve the right, without liability and without prejudice to our other rights, to terminate your Subscription Plan immediately and without notice in the event of a breach by you of this clause.
- 3.6 You shall not:
- 3.6.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between you and us:
- (a) and except to the extent expressly permitted under your Subscription Plan or these Conditions, 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; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 3.6.2 access all or any part of the Services and Documentation in order to build a product or service which competes with our Subscription Services and/or the Documentation; or
- 3.6.3 use any Trial Subscription to provide services to third parties or for any other commercial purpose other than for the purpose of evaluating our Subscription Services; and
- 3.6.4 comply with and observe (as applicable) any other restrictions set out on Our Website in relation to your Subscription Plan.
- 3.7 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, our Subscription Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify us.
- 3.8 When you register for our Subscription Services, you will be allocated a secure URL for the purposes of accessing and using our Subscription Services. Such URL shall be in a form agreed by us and shall if reasonably required by us at any time, be replaced with such other URL as we may propose.

4 SERVICES

- 4.1 We shall, for so long as your Subscription Plan remains in force, provide our Subscription Services and make available the Documentation to you in accordance with your Subscription Plan and subject to these Conditions.
- 4.2 We shall use commercially reasonable endeavours to make our Subscription Services available 24 hours a day, seven days a week, except for planned maintenance, unscheduled maintenance and emergency repair or service recovery works. Where reasonably possible, we shall provide reasonable notice to you in advance of any planned maintenance work. We will, provide to you the customer support services described in your Subscription Plan (if any).

5 YOUR DATA

- 5.1 You shall own all right, title and interest in and to all of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.
- 5.2 We shall follow our archiving procedures for Your Data as set out in [the Documentation], as such document may be amended by us in our sole discretion from time to time. In the event of any loss or damage to Your Data, Your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore Your Data from the latest back-up of Your Data maintained by us in accordance with the archiving procedure described in [the Documentation].
- 5.3 We shall, in providing our Subscription Services, comply with our Privacy Policy with regard to the privacy of Your Data. Our Privacy Policy is available on Our Website, and may be amended or updated by us from time to time.
- 5.4 If we process any personal data on your behalf when performing our obligations under your Subscription Plan, you agree with us that you are intended to data controller and we shall be a data processor and in any such case:
- 5.4.1 you acknowledges and agree that the personal data may be transferred or stored outside the EEA or the country where you are located in order to provide to you our Subscription Services and comply with our other obligations to you under your Subscription Plan;
- 5.4.2 you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data on your behalf in connection with the provision of our Subscription Services to you;

- 5.4.3 you 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;
- 5.4.4 we shall process the personal data only in accordance with the our obligation under these Conditions and any lawful instructions reasonably given by you from time to time; and
- 5.4.5 we and you shall each take reasonable and appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6 THIRD PARTY PROVIDERS

You acknowledge that our Subscription Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and you agree that you do so at your own risk. We make no representation 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 you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via our Subscription Services.

7 OUR OBLIGATIONS

- 7.1 Except in respect of any FOC Subscription, we undertake that our Subscription Services will be performed substantially in accordance with the Documentation and with reasonable skill and care. FOC Subscriptions are provided on an 'as is' basis.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of our Subscription Services contrary to our instructions, or modification or alteration of our Subscription Services by any party other than us or our duly authorised contractors or agents. If our Subscription Services do not conform with the foregoing undertaking, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
- 7.3 We:

- 7.3.1 do not warrant that your use of our Subscription Services will be uninterrupted or error-free; or that our Subscription Services, Documentation and/or the information obtained by you through the use of our Subscription Services will meet your requirements; and
- 7.3.2 are 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 you acknowledges that our Subscription Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8 YOUR OBLIGATIONS

You shall:

- 8.1.1 provide us with all necessary co-operation in order to provide our Subscription Services, including but not limited to Your Data, security access information and configuration services;
- 8.1.2 comply with all applicable laws and regulations with respect to your activities in connection with our Subscription Services;
- 8.1.3 ensure that your network and systems comply with the relevant specifications provided by us from time to time; and
- 8.1.4 be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to the our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

9 CHARGES

- 9.1 You shall pay our Subscription Fees in accordance with this Clause 9.
- 9.2 For Regular Subscription Plans:
 - 9.2.1 our Subscription Fees shall be those set out for your Subscription Plan on Our Website and they shall be payable by you in advance on a monthly basis;
 - 9.2.2 any additional Usage Fees incurred by you shall be payable by you monthly in arrears within 15 days of the date of our invoice for them;

- 9.3 All of our fees and charges for our Subscription Services are exclusive of VAT and we shall charge VAT (and any interest, fines and penalties which may result from a breach of the warranties set out at the beginning of these Conditions) if applicable.

10 UPGRADES AND DOWNGRADES

- 10.1 If you have requested (and we have agreed) to Upgrade your Subscription Plan, our Subscription Fees (as applicable) for your new Subscription Plan shall apply immediately from the date of the Upgrade.

- 10.2 If you have requested (and we have agreed) to Downgrade your Subscription Plan, our Subscription Fees, (as applicable) for your new Subscription Plan shall apply from the beginning of the Month following the Month in which the Downgrade occurs.

11 PAYMENT

- 11.1 You shall provide to us valid, up-to-date and complete credit card details and you hereby authorise us to bill such credit card at the beginning of each Month for the following:-

- 11.1.1 if you have a Regular Subscription Plan, Subscription Fees and Usage Fees for that Month; or

- 11.2 We may from time to time offer alternative means of payment via online payment services providers (for example, Paypal). If we do so, we will provide details of any alternative methods of payment acceptable to us on Our Website.

- 11.3 If requested by you and agreed by us we may accept payment by means of bank transfer to such account as we may notify to you from time to time.

- 11.4 If you owe us money and you do not pay it when it should have been paid, we may:-

- 11.4.1 without liability to you, disable your password, account and/or access to all or part of our Subscription Services and we shall be under no obligation to provide any or all of our Subscription Services while the outstanding money remains unpaid;

- 11.4.2 take this from any credit balance on your top up account (if applicable) or from any credit card details you have given us; and/or

- 11.4.3 we may also charge you interest on the unpaid amount at the rate of 4% per annum above the base rate from time to time of Barclays Bank PLC, calculated on a daily basis; and

if any money owed by you to us remains overdue and unpaid for more than thirty (30) days, we may (without prejudice to any other rights we may have) terminate your Subscription Plan.

- 11.5 If, at any time whilst using our Subscription Services, you exceed the amount of disk storage space specified in the Documentation, we shall charge you, and you shall pay, our then current excess data storage fees at the rates specified on Our Website.

12 PROPRIETARY RIGHTS

You acknowledge and agree that we and/or our licensors own all intellectual property rights in our Subscription Services and the Documentation. Except as we have expressly set out in these Conditions, your Subscription Plan does not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of our Subscription Services or the Documentation.

13 CONFIDENTIALITY

- 13.1 Each of us may be given access to Confidential Information from the other in order to perform its obligations under your Subscription Plan and these Conditions. A party's Confidential Information shall not be deemed to include information that:
- 13.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 13.1.2 was in the other party's lawful possession before the disclosure;
 - 13.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 13.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 13.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 13.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than for the provision by us of our Subscription Services and the access to and use of our Subscription Services by you in accordance with your Subscription Plan with these Conditions.

- 13.3 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 these Conditions.
- 13.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 13.5 You acknowledge that details of our Subscription Services, and the results of any performance tests of our Subscription Services, constitute our Confidential Information.
- 13.6 We acknowledge that the Your Data is your Confidential Information.
- 13.7 This clause 13 shall survive termination of your Subscription Plan.

14 LIMITATION OF LIABILITY

- 14.1 This clause 14 sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you:
- 14.1.1 arising under or in connection with your Subscription Plan or these Conditions;
 - 14.1.2 in respect of any use made by you of our Subscription Services and Documentation or any part of them; and
 - 14.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with your Subscription Plan or these Conditions.
- 14.2 Except as expressly and specifically provided in these Conditions:
- 14.2.1 you assume sole responsibility for results obtained from the use of our Subscription Services and the Documentation by you, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with our Subscription Services, or any actions taken by us at your direction;
 - 14.2.2 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 your Subscription Plan and these Conditions.
- 14.3 Nothing in your Subscription Plan or in these Conditions excludes our liability:
- 14.3.1 for death or personal injury caused by our negligence; or

14.3.2 for fraud or fraudulent misrepresentation.

14.4 Subject to clause 14.2 and clause 14.3:

14.4.1 we 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 your Subscription Plan or these Conditions; and

14.4.2 our 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 your Subscription Plan shall be limited to two hundred and fifty thousand pounds (£250,000) or if your Subscription Plan is an FOC Subscription, twenty five thousand pounds (£25,000).

15 TERM AND TERMINATION

15.1 Your Subscription Plan will commence when you purchase or obtain it via Our Website.

15.2 Subject to Clause 15.3, your Subscription Plan shall (subject to earlier termination in accordance with these Conditions) continue in force for the Minimum Term and shall unless terminated in accordance with these Conditions, automatically renew for a further Renewal Period. Either we or you may terminate your Subscription Plan upon at least one month's written notice to the other. Any such notice shall be given to expire at the end of the Minimum Term or at the end of any Renewal Term.

15.3 If your Subscription Plan is a Trial Subscription, it shall (subject to earlier termination in accordance with these Conditions) continue in force for a fixed period of thirty (30) days and will then terminate without notice. The term of any other types FOC Subscriptions we may offer shall be determined in the manner described on Our Website. Notwithstanding anything else in these Conditions or on Our Website, any FOC Subscription may be terminated by us with immediate effect upon written notice to you at any time.

15.4 Without affecting any other right or remedy available to it, either of us may terminate your Subscription Plan with immediate effect by giving written notice to the other if the other commits a material breach of any other term of your Subscription Plan or these Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

- 15.5 Without affecting any other right or remedy we may have, we may terminate your Subscription Plan if you shall fail to pay to us when due, any sums due to us under your Subscription Plan and such sums remain outstanding for a period of 7 days or more after we have notified you of the outstanding sums.
- 15.6 On termination of your Subscription Plan for any reason:
- 15.6.1 your right to use our Subscription Services shall cease and we may disable your account and (subject to Clause 15.6.3) access to all or part of our Subscription Services;
- 15.6.2 you shall make no further use of the Documentation; and
- 15.6.3 provided that you have paid all of your Subscription Fees and there are no other monies due from you to us (including any damages and any other monies due as a result of the termination of your Subscription Plan) we shall make Your Data available to you via Our Website; and
- 15.6.4 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 your Subscription Plan or these Conditions which existed at or before the date of termination shall not be affected or prejudiced.
- 15.7 If any of Your Data remains anywhere on our systems three (3) months after the Termination of your Subscription Plan, we shall be free to delete, remove or erase it without notice. Please note however, that if your Subscription Plan is Trial Subscription we shall be free to delete, remove or erase without notice, any of Your Data which remains anywhere on our systems one (1) month after the Termination of your Subscription Plan.

16 GENERAL

- 16.1 We shall have no liability to you under your Subscription Plan or these Conditions if we are prevented from or delayed in performing our obligations to you by anything beyond our reasonable control.
- 16.2 No failure or delay by either us to exercise any right or remedy provided under your Subscription Plan or these Conditions 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.
- 16.3 If any of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to our commercial intention.

- 16.4 These Conditions and any documents referred to in it, constitute the whole agreement between us.
- 16.5 You shall not, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under your Subscription Plan or these Conditions. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under your Subscription Plan or these Conditions.
- 16.6 Nothing in our Subscription Plan or these Conditions is intended to or shall operate to create a partnership between us, or authorise either of us to act as agent or in the name of the other party or to bind the other party in any way.
- 16.7 Neither your Subscription Plan nor these Conditions confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.8 Your Subscription Plan and these Conditions shall be governed by and construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the English courts.