

CCH Company Secretarial

Service Terms and Conditions

Last updated 27/01/2023

By accepting this Agreement either by clicking on the “OK” button indicating e-acceptance or executing an Order Form, you (for and on behalf of the Customer), agree to these terms and conditions which are binding. If you do not agree to these terms and conditions, you must not accept this Agreement and cannot use CCH Company Secretarial and/or any of the Services.

You agree that the Supplier may periodically update these terms and conditions (which update(s) shall be effective on the date specified). Your use of CCH Company Secretarial following the effective date of such update(s) will constitute your acceptance of those updated terms and conditions.

BACKGROUND

- (A) The Supplier is in the business of providing, among other things, online company secretarial services called “CCH Company Secretarial” which together with training and consultancy services it makes available to its customers for the purpose of maintaining their own or their clients’ company secretarial records.
- (B) The CCH Company Secretarial solution incorporates software licensed by FCLS Group Limited and/or its licensors, and is made available by the Supplier to its customers under licence.
- (C) The Customer wishes to use the Supplier’s CCH Company Secretarial Service and associated services in its business operations.
- (D) The Supplier has agreed to provide and the Customer has agreed to take and pay for CCH Company Secretarial Service and associated services strictly subject to these terms and conditions.

AGREED TERMS

1. INTERPRETATION

1.1 In these CCH Company Secretarial Service Terms and Conditions (the “Terms and Conditions”) the following definitions and rules of interpretation apply:

Agreement: means an Order Form incorporating and subject to these Terms and Conditions to the extent relevant, and incorporating any other Supplier documentation that is expressly incorporated by reference by the Supplier on the Order Form, as per clause 2.1.

Additional Services: means any training including training courses, implementation consultancy, data migration, script writing, or other professional services which the Customer orders from time to time.

Affiliate: mean 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 outstanding voting securities or

capital stock of such subject entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation OR as defined in section 1124 of the Corporation Tax Act 2010;

Authorised Customer

Contact(s): means the nominated customer contact(s) as defined in Section 3.12 and as detailed on the Order Form or subsequently changed from time to time by the Customer in writing to the Supplier.

Authorised Users: has the meaning set out in clause 3.3.

Business Day: any day which is not a Saturday, Sunday or public holiday in England.

CCH Company Secretarial Service:

means the company secretarial service supported by software applications provided in connection with the CCH Company Secretarial, whether delivered, at the Supplier's option, online as an on-demand service or provided in physical media or via download from the Supplier's support Site, incorporating the platform provided by the Supplier in connection with the Services from time to time, the User Documentation and any associated technical support.

Confidential Information: means this Agreement and all information disclosed in any form or medium by one party to the other or otherwise received by the other in the negotiation, entering into or performance of this Agreement, which relates directly or indirectly to the disclosing party or any other third party with which it has or proposes to have business dealings and its or their officers, employees, agents, suppliers or contractors, and including any information which the receiving party has been informed is confidential or which it might reasonably expect the other party would regard as confidential, but excluding information: (a) that is already in the public domain; (b) was in the other party's lawful possession before the disclosure; (c) that subsequently becomes part of the public domain other than as a result of an unauthorised disclosure; (d) that is independently developed by the receiving party, which independent development can be shown by written evidence; (e) that is or becomes available to the receiving party from a third party who is legally entitled to possess and provide the information to the receiving party; or (f) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

Customer: means the individual or entity that has entered into this Agreement pursuant to, and whose details are set out in, an applicable Order Form.

Customer Data: any data provided by the Customer in connection with the provision of the Services or entered by the Customer into CCH Company

Secretarial, including any data that are personal data as defined in the GDPR Data Processing Addendum applicable to the Services;

- Effective Date:** means the effective date of this Agreement as set out in the date box on page one of the Order Form.
- Electronic Communication:** means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.
- FCLS:** FCLS Group Limited, incorporated and registered in England and Wales with company number 03294502 whose registered office is at 16 Churchill Way, Cardiff, CF10 2DX.
- Fees:** the fees payable by the Customer to the Supplier for the Subscriptions and/or the Additional Services as set out in the Order Form.
- Initial Subscription Term:** the initial term of this Agreement, being 12 months unless otherwise set out in the Order Form, or unless as otherwise set out in clause 4.2 in relation to Order Forms for additional Subscriptions.
- Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, logos, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- Order Form:** means an order form agreed and executed by the parties pursuant to clause 2.1, in such format as the Supplier may prescribe from time to time, which specifies the Services to be provided by the Supplier subject to the terms of this Agreement.
- Renewal Period:** has the meaning set out in clause 16.1.
- Services:** the services provided by the Supplier to the Customer under this Agreement including (a) the subscription CCH Company Secretarial Service and (b) Additional Services, which the Customer has ordered through an Order Form.
- Site:** the CCH Company Secretarial site at <https://vsrv01.xsechosting.co.uk/firstorder/cchcosec.php> or such other domain as the Supplier may use to provide the Services.
- Subscription:** a subscription purchased by the Customer pursuant to clause 10.1 which, subject to clause 4.1 entitles access and use of the CCH

Company Secretarial Service for the number of companies subscribed for and the User Documentation in accordance with this Agreement.

Subscription Term: has the meaning given in clause 16.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Supplier: Wolters Kluwer (UK) Limited, incorporated and registered in England and Wales with company number 450650 whose registered office is at 145 London Road, Kingston Upon Thames, Surrey KT2 6SR.

User Documentation: means the content made available to the Customer by the Supplier online via the CCH Company Secretarial site, <https://www.wolterskluwer.com/en-gb/solutions/cch-central/cch-company-secretarial> or such other web address notified by the Supplier to the Customer from time to time which includes any help and documentation, guides and videos.

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.

- 1.2 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.
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Any phrase introduced by the words “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.
- 1.5 Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any statute or statutory provision includes a reference to it as from time to time amended, extended, re-enacted or consolidated and all subordinate legislation made pursuant to it provided that, as between the parties, either party's liability is not increased and/or its right under this Agreement are not materially altered by such amendment, extension, re-enactment or consolidation.

2. AGREEMENT AND ORDER FORMS

- 2.1 The Customer may purchase a Subscription and/or Additional Services using one or more Order Forms. Each duly executed Order Form shall constitute a separate contract which incorporates and is subject to these Terms and Conditions to the extent relevant, and to the terms of any other Supplier documentation that is expressly incorporated by reference by the Supplier on the Order Form, and the term “**Agreement**” shall be construed accordingly.
- 2.2 These Terms and Conditions shall prevail over any inconsistent terms which the Customer shall seek to introduce on any purchase order or any other communication for the purchase of the Services, and shall govern the provision of the Services by the Supplier to the Customer to the exclusion of any inconsistent terms under which the Customer may access services similar to the CCH Company Secretarial Service direct from FCLS.
- 2.3 To the extent of any conflict or inconsistency between these Terms and Conditions, or the terms of any other Supplier documentation that is expressly incorporated by reference by the Supplier on the Order Form and the terms of any Order Form, the terms of the Order Form shall prevail.
- 2.4 For the avoidance of doubt, the Site makes available to the Customer in addition to the Services, company formation services which are provided by FCLS direct to the Customer subject to separate terms and conditions and/or order forms being agreed between FCLS and the Customer. Such company formation services provided by FCLS are not part of this Agreement.

3. RIGHTS TO USE THE SERVICES

- 3.1 Upon the Supplier’s acceptance of the Order Form, and subject to the Customer paying the Fees and other amounts due under this Agreement, and the Customer’s full compliance with the restrictions set out in this clause 3 and the other terms of this Agreement, the Supplier hereby grants to the Customer a personal, non-exclusive, non-transferable right to use the Services and the User Documentation, within the scope of the Subscription it has purchased, during the Subscription Term to allow the use of CCH Company Secretarial Service solely for the Customer’s own records and internal business operations.
- 3.2 The Customer may use the CCH Company Secretarial Service during the Subscription Term provided the Customer has paid the Fees in full relating to the Subscription, which are non-refundable. The Customer may allow the Authorised Users to use the CCH Company Secretarial Service for the Customer’s records and internal business operations and the Customer is responsible for their compliance with this Agreement in such use.
- 3.3 Subject to clause 3.4, the rights of access to and usage of the Services and the User Documentation granted to the Customer under this Agreement shall extend to (i) the employees and officers of the Customer and (ii) the service providers (including professional advisers) to the Customer, to the extent that such service providers reasonably require such access and usage in the course of performing their duties for the Customer (as applicable, and as determined by the Customer from time to time in all cases). Each such employee, officer or service provider is referred to as an “**Authorised User**”, each Authorised User shall have an individual password to access the Service, and such passwords may be issued only by the Customer.
- 3.4 The Customer shall ensure full compliance by the Authorised Users described in clause 3.3 with the terms of this Agreement, and shall be responsible and liable to the Supplier for the acts and

omissions of such Authorised Users as though they were the acts and omissions of the Customer itself.

3.5 The Customer shall ensure that:

- (a) the maximum number of company records processed through the CCH Company Secretarial Service shall not exceed the number companies specified in the Subscription it has purchased from time to time as set out on the Order Form, and the Supplier may at any time audit the number of companies being processed through the CCH Company Secretarial Service;
- (b) unless specifically authorised in writing in advance by the Supplier, it shall not rent, lease transfer, assign, distribute, display, disclose, provide subscription services or otherwise commercially exploit, or make the Services and/or Documentation available to any third party except the Authorised Users; and
- (c) each Authorised User shall keep a secure password for his/her/their use of the Services, that such password shall be changed on a regular basis and that each Authorised User shall keep his/her/their password confidential at all times;

3.6 The Customer shall not, and shall procure that the Authorised Users shall not: access, host, store, publish, distribute or transmit any material which consists of, or is linked to, any spyware, computer Virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software or any documentation during the course of their use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or otherwise;
- (f) is in breach of any of acceptable use policies notified to the Customer from time to time by the Supplier, including the policies of the Supplier, FCLS and any sub-contractor of either the Supplier or FCLS; compromises the security of the CCH Company Secretarial Service generally as a result of, without limitation, hacking, denial of service attacks or other malicious activities originating from the Customer's network; or
- (g) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability to the Customer or prejudice to its other rights and remedies, to disable the Customer's access to the CCH Company Secretarial Service or any material that breaches the provisions of this clause 3.6.

3.7 The Customer shall not, and shall procure that the Authorised Users shall not:

- (a) or permit others to:

- (i) perform or disclose any benchmarking, scalability, availability or performance testing of the Services; or
 - (ii) perform or disclose vulnerability scanning, network reconnaissance, port and service identification or penetration testing of the Services.
 - (b) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and/or except to the extent expressly permitted under this Agreement:
 - (i) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, and/or User Documentation (as applicable) in any form or media or by any means; or
 - (ii) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the CCH Company Secretarial System, software or associated code; or
 - (iii) attempt to do any of the actions out lined in (i) or (ii) above; or
 - (c) access all or any part of the Services and User Documentation in order to build a product or service which competes with the Services and/or the User Documentation; or
 - (d) provide access to the Services or the User Documentation to any competitor of the Supplier; or
 - (e) use the Services and/or User Documentation to provide services to third parties, other than clients of the Customer provided that such services are provided by the Customer to its clients in respect of the Customer's general business purposes; or
 - (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or
 - (g) attempt to obtain, or assist third parties in obtaining, access to the Services and/or the User Documentation, other than as provided under this clause 3.
- 3.8 The Customer shall, and shall procure that the Authorised Users shall, use best endeavours (i) to prevent any unauthorised access to, or use of, the Services and/or the User Documentation and (ii) in the event of any such unauthorised access or use, to promptly notify the Supplier.
- 3.9 For the avoidance of doubt, the rights granted to the Customer under this clause 3 are granted to the Customer only, and shall not be considered granted to any third party (including any subsidiary company, holding company or other affiliate of the Customer).
- 3.10 The Supplier may modify, enhance, replace, or make additions to the CCH Company Secretarial Service in any way whatsoever as the Supplier may in its sole discretion decide as long as the quality of the service is not materially degraded. The Services are provided based on the Supplier's policies for the services ordered, which are subject to change.
- 3.11 Subject to the Customer complying with its obligations of confidentiality and payment under this Agreement, the Supplier hereby grants the Customer a non-exclusive licence to use, modify and

adapt the User Documentation solely for its own business use. The Customer hereby indemnifies and holds the Supplier harmless from any direct and indirect liability arising from any modifications or adaptations to the User Documentation carried out by, or on behalf of, the Customer or any use thereof.

- 3.12 The Customer agrees to provide accurate, current and complete information on the Customer's legal business name and address, together with the contact names, email addresses and phone numbers of the Authorised Customer Contacts (including a primary contact, a finance contact and the nominated authorised support contacts) and promptly inform the Supplier if this information should change. The Customer may nominate two (2) authorised Customer support contacts per Subscription Term.

4. SUBSCRIPTION BANDS AND STORAGE; ADDITIONAL SERVICES

Subscription Bands

- 4.1 Unless specifically otherwise agreed with the Customer in writing, the Subscription is sold in bands specifying the maximum number of company records that the Customer may process through the CCH Company Secretarial Service. The number of Authorised Users that the Customer may set up for each Subscription is not restricted. The storage limits are set out in clause 13.
- 4.2 The Initial Subscription Term for any such additional Subscription shall commence on the date the new Order Form is executed by the parties and finish on the next Renewal Date for any Subscriptions which are already in use (and the Fees for such Initial Subscription Term shall be pro-rated accordingly for the number of months or half months of live service), and thereafter the new Order Form shall renew at the same time as such other Subscriptions.

Additional Services

- 4.3 The Customer may purchase Additional Services from the Supplier via an Order Form. The scope of and Fees for such Additional Services shall be as set out in the Order Form.
- 4.4 The term of the provision of any such Additional Services shall commence on the date of execution of the relevant Order Form and shall, unless terminated earlier in accordance with clause 16, expire on the date that such Additional Services are completed (in the Supplier's reasonable opinion).
- 4.5 The Fees for Additional Services shall be calculated on a time and materials basis in accordance with prevailing rates as set out in the Order Form.
- 4.6 The Customer will: perform in a timely and professional manner any and all obligations that are required for the provision of the Additional Services including but not limited to: providing access to Customer premises, computer systems and /or data as is necessary; affording the Supplier and its authorised sub-contractors reasonable working conditions and facilities; promptly and within agreed timescales furnishing the information requested of Customer, for example where data must be provided for import into the CCH Company Secretarial Services; and ensuring as far as it is practical and reasonable that the Customer's employees co-operate with the Supplier.
- 4.7 Once dates for Additional Services, have been agreed by the Customer, the Customer may reschedule the days at no charge on no more than 3 (three) separate occasions within 3 (three) months of the Order Form date, subject to giving the Supplier written notice of at least 10 full working days ahead of the agreed dates. If the Customer wishes to reschedule the agreed dates

and provides written notice to the Supplier of between 5 - 9 full working days from the agreed dates, the Supplier retains the right to charge the Customer 50% of the Fees agreed. If the Customer wishes to reschedule the agreed dates and provides written notice to the Supplier of less than 5 full working days from the agreed dates, the Supplier retains the right to charge the Customer 100% of the Fees agreed. Upon receipt of the 3rd notice in writing to reschedule any Additional Services dates the Customer hereby agrees that: (a) the Additional Service dates then agreed shall be final ("The Final Agreed Date") and no further notices or other reschedule shall be accepted; and (b) the Fees shall, unless otherwise stated in the Order Form, become due and payable on the Final Agreed Date. If the Customer fails to agree Additional Services dates with the Supplier within 3 (three) months of the Order Form date the Customer hereby agrees that the Fees shall, unless otherwise stated in the Order Form, become due and payable on the 1st day following the expiry of the 3 (three) months from the relevant Order Form date.

5. SERVICES

- 5.1 The Supplier shall, during the Subscription Term, provide the Services and make available the CCH Company Secretarial Service and User Documentation to the Customer on and subject to the terms of this Agreement.
- 5.2 The Supplier shall use commercially reasonable endeavours to make the Services available in accordance with the agreed service levels in Schedule 1, except for the Support Services, which shall be provided in accordance with clauses 5.3 and 5.4.

Support Services

- 5.3 In consideration of the Customer's payment of the Fees and its compliance with this Agreement, the Supplier shall, in relation to the Services:
- (a) provide telephone and email assistance between 09:00hrs and 17:00hrs on a Business Day, in response to telephone or written requests from the Customer's authorised support contacts for diagnosis or correction of problems in connection with the use of the CCH Company Secretarial Service; and
 - (b) will use reasonable endeavours to prioritise, respond to, and resolve any issues identified.
- 5.4 The support services provided under this Agreement shall not include the performance of any services to correct any problem or fault in the CCH Company Secretarial Service arising as a result of any of the following:
- (a) improper operation of the CCH Company Secretarial Service;
 - (b) interference with or alteration of the CCH Company Secretarial Service by the Customer or any Authorised User;
 - (c) a failure to operate the CCH Company Secretarial Service in accordance with the User Documentation;
 - (d) the use by the Customer or any Authorised User of the CCH Company Secretarial Service for a purpose for which it was not designed; or

- (e) the failure by the Customer or their respective Authorised Users to undertake adequate training.

Suspension of the CCH Company Secretarial Service

- 5.5 The Supplier may suspend the CCH Company Secretarial Service in whole or in part if at any time the Supplier and/ or its licensors need to carry out emergency repair work or scheduled maintenance outside of normal working hours. The Supplier shall notify the Customer as soon as reasonably possible of any suspension (if practicable) and the Supplier shall use reasonable endeavours to minimise the downtime incurred in taking such actions.
- 5.6 The Supplier reserves the right to suspend the Customer's access to and use of the CCH Company Secretarial Service for any accounts (a) for which payment is due but unpaid and has remained outstanding 5 days from the due date (in accordance with clause 10.3).
- 5.7 The Customer agrees that the Supplier may with reasonable notice (both email and telephonic) to the Customer suspend the Customer's access to the CCH Company Secretarial Service if the Supplier, or its licensors reasonably conclude that it is being used to engage in denial of service attacks or any illegal activities, or if the Customer's use of the CCH Company Secretarial Service is causing immediate and material harm to the Supplier or others. In the extraordinary event that the Supplier suspends the Customer's access to the CCH Company Secretarial Service, the Supplier will use commercially reasonable efforts to limit the suspension to the offending portion of the CCH Company Secretarial Service and work with the Customer to resolve issues causing suspension of the CCH Company Secretarial Service. The Customer agrees that the Supplier shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances as described in this clause 5.7.

6. CUSTOMER 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 and the use of such Customer Data. The Customer hereby grants the Supplier a license to transmit, import, copy, record, access, store, maintain, display, view, print or otherwise use the Customer Data for the purpose of performing its obligations (and exercising its rights) under this Agreement, and to use such Customer Data for any of the purposes set out in clause 6.3, such licence being non-exclusive, royalty-free, transferable and worldwide to the extent necessary for such purposes.
- 6.2 The Customer undertakes to maintain separate copies of all Customer Data accumulated and/or stored in CCH Company Secretarial Service including for the purposes of organising its own data back-up. The CCH Company Secretarial Service exclude data back-up. The Supplier shall not be responsible for any loss, destruction, alteration or damage to the Customer Data however caused.
- 6.3 Subject to its Privacy Notice, the Supplier may process and monitor any Customer Data (including in aggregated and anonymised form) for any one or more of the following purposes: to identify the Customer as a customer and any of its customer accounts with the Supplier; administration; research, statistical analysis, benchmarking and behavioural analysis; customer profiling and analysing; fraud prevention and detection; to prevent and/or detect crime; billing and order fulfilment; credit scoring and credit checking; to notify Customer of any changes to the CCH Company Secretarial Services; to improve our goods and services; participation in interactive features; or in the event Supplier sells or buys any business or assets.

7. SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier shall endeavour to perform the Services substantially in accordance with the User 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 Services contrary to the Supplier's instructions or the User Documentation, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents.
- 7.3 If the Services do not achieve in all material respects the functionality described in the then current User Documentation, the Supplier will, at its expense, use commercially reasonable endeavours to modify the Services to achieve such functionality. If the Supplier is not able to provide such functionality, the Customer shall be entitled to terminate the Agreement and shall be entitled to a pro-rata refund of the Fees paid under this Agreement for the terminated and unused portion of the Subscription Term. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of clause 7.1.
- 7.4 The Supplier:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free or Virus free, or that the Services, the User Documentation and/or the information obtained by the Customer through the Services will meet the Customer's or Authorised User's requirements;
 - (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 both local networks and the internet, and the Customer acknowledges that the Services and the User Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - (c) shall not be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay results from a failure or delay by the Customer in performing its own obligations.
- 7.5 The Supplier confirms that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier (including access to Customer Data, security access information and configuration services),
- in order to provide the Services;

- (b) comply with all applicable laws and regulations with respect to its activities under this Agreement including compliance with any restrictions on dealings with prescribed individuals, groups or nations imposed by trade sanctions enforced in the United Kingdom or by the United States of America's Office of Financial Control ("OFAC") or any successor from time to time to OFAC, any other governmental or international law-making body with legislative authority over its (or its Authorised Users) activities;
- (c) carry out all other Customer responsibilities set out in this Agreement and/or in the User Documentation in a timely and efficient manner (and in the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable as reasonably necessary);
- (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including the Services;
- (e) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the CCH Company Secretarial Service, 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;
- (f) ensure that it installs or allows the installation from time to time of such software on its equipment as is necessary in order to receive the Services;
- (g) be solely responsible for procuring and maintaining necessary equipment to make use of the Services including an Internet connection and an Internet browser which supports Javascript. The current browser requirements are available on the Site and may change from time to time at the sole discretion of the Supplier; and
- (h) provide accurate, current and complete information on the Customer's legal business name and address, together with the contact names, email addresses and phone numbers of an authorised Customer representative, authorised Customer support contact and a finance contact, and promptly inform the Supplier if this information should change.

8.2 The Customer agrees that it has not relied upon the future availability of any functionality or software updates in entering into the Agreement.

8.3 Without prejudice to clause 7.4(c), all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's equipment which does not comply with the current requirements for the use of the CCH Company Secretarial Service or the Services shall be the sole responsibility of the Customer.

8.4 The Customer may link to the Site, provided the Customer does so in a way that is fair and legal and does not damage or take advantage of the reputation of the Supplier or its licensors, but the Customer must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of the Supplier, or its licensors where none exists.

8.5 The Customer must not establish a link from any website which is not owned by the Customer. The Site must not be framed on any other site, nor may the Customer create a link to any part of the Site other than the home page. The Supplier reserves the right to withdraw linking permission without notice.

8.6 Where the Site contains links to other sites and resources provided by third parties, these links are provided for the Customer's information only. The Supplier has no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from the Customer's use of them.

9. WARRANTIES

9.1 Each party represents, warrants and undertakes to the other party that:

- (a) it has full power and authority to enter into and perform this Agreement;
- (b) the performance of its obligations under the Agreement shall not violate any laws, regulations or Agreements applicable to it;
- (c) its entry into and performance of this Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party; and
- (d) it shall not, during the term of this Agreement, enter into any contract or accept any obligation inconsistent or incompatible with its obligations under this Agreement.

9.2 The Supplier confirms that during the Subscription Term (a) the CCH Company Secretarial Service will achieve in all material respects the functionality described in the User Documentation applicable to the Services, and (b) it will endeavour for such functionality to not be materially decreased during the Subscription Term. The Supplier does not warrant that the CCH Company Secretarial Service will be un-interrupted or error-free. The Customer's sole and exclusive remedy shall be that the Supplier shall be required to use commercially reasonable efforts to modify the CCH Company Secretarial Service to achieve in all material respects the functionality described in the User Documentation. If the Supplier is unable to restore such functionality, the Customer shall have the option to terminate the Agreement and shall be entitled to a pro-rata refund of the Fees paid under the Agreement in relation to Subscriptions, for the terminated and unused portion of the Subscription Term.

9.3 The Supplier will use its reasonable endeavours to ensure that during the Subscription Term the CCH Company Secretarial Service will meet the service levels specified in the Service Level Agreement listed in Schedule I.

9.4 The Supplier confirms that: (a) subject to clause 8 the Additional Services will be provided in a timely and professional manner and the Supplier shall use its reasonable endeavours to comply with any time schedules agreed in writing between the parties and (b) the Additional Services will be provided with reasonable skill and care and will conform to the standards generally observed in the industry for similar services. For any breach of this clause, the Customer's exclusive remedy and the Supplier's entire liability shall be the re-performance of the deficient part of the services, or, if the Supplier cannot substantially correct a breach in a reasonable manner, the Customer may end the relevant Additional Services and recover the fees paid for the deficient Services.

9.5 The Supplier shall have no obligation with respect to any claim under clause 9.4 unless notified of such a claim within sixty (60) days of the first instance of the performance of the deficient Services. Such notice must be sent to 145 London Road, Kingston upon Thames, KT2 6SR.

9.6 Except as stated in this section 9, the Supplier does not represent that the Customer's use of the Service will be secure, timely, error free or uninterrupted, or that the Services will meet Customer's requirements, or that errors in the Services or User Documentation will be corrected. To the extent permitted by law, these warranties are excluded and all other warranties or conditions or terms whether express or implied are expressly excluded, including warranties or

conditions of merchantability, satisfactory quality, and fitness for a particular purpose. The Customer assumes all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for Customer's purposes.

10. CHARGES AND PAYMENT

10.1 The Customer shall pay the Fees to the Supplier for the Subscriptions in accordance with this clause 10 and the Order Form.

10.2 Save where otherwise agreed in advance and in writing by the parties the Customer will pay the Fees against invoice in advance for the Subscription Term.

10.3 If the Supplier has not received payment of any amount due under this Agreement within 5 days of the due date, and without prejudice to any other rights and remedies of the Supplier:

- (a) the Supplier may, without liability to the Customer, disable and/or suspend the Customer's access to their CCH Company Secretarial Service account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on such due amounts at a rate of 2% per month calculated on a daily basis, commencing on the due date and continuing until fully paid, whether before or after judgment.

10.4 All amounts and Fees stated or referred to in this Agreement:

- (a) shall be payable in pounds sterling;
- (b) are non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

10.5 The Supplier shall be entitled to increase the Fees at the start of each Renewal Period upon at least 30 days' prior notice to the Customer, provided that any such increase is no more than the greater of (i) 5% of the Fees and (ii) the increase in the retail price index in the 12-month period immediately preceding the start of the applicable Renewal Period (each such increase being an "Annual Increase"). Notwithstanding the foregoing, the Supplier shall be entitled to increase the Fees (in addition to any Annual Increase) at any time during the Subscription Term on 30 days' notice to the Customer, to reflect increases in the cost to the Supplier of providing the applicable element(s) of the Services and/or Additional Services as a result of (i) a change in applicable law or applicable regulatory code(s), (ii) a change in standard industry practice, and/or (iii) an increase in third party supplier costs. In the event of any increase in Fees permitted under this clause 10.5, the Order Form shall be deemed to have been amended accordingly.

11. PROPRIETARY RIGHTS

11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in and to the Services and the User Documentation, save as set out in this clause 11. Except as expressly stated herein, this Agreement does not grant the Customer any Intellectual Property Rights in respect of the Services or the User Documentation.

- 11.2 The Supplier and/or its licensors retain all ownership and Intellectual Property Rights to the CCH Company Secretarial Service. Subject to clause 3 the Customer may use the CCH Company Secretarial Service under license.
- 11.3 Third party technology that may be appropriate or necessary for use in the CCH Company Secretarial Service is specified in the User Documentation. Such third-party technology is licensed to the Customer under the terms of any third party technology licence agreement specified in the User Documentation and not under the terms of this Agreement.
- 11.4 The Supplier acknowledges that all intellectual property rights in the Customer Data are and will remain the property of the Customer and the Supplier shall have no rights in or to the Customer Data other than the licence to use them for the purposes in accordance with this Agreement.

12. CONFIDENTIALITY AND PUBLICITY

- 12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement.
- 12.2 Each party shall hold the other party's Confidential Information in confidence and, unless required by law, shall not make the other party's Confidential Information available to any third party, or use the other party's Confidential Information for any purpose other than as required to provide the Services or to comply with its obligations under this Agreement.
- 12.3 Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own and to make Confidential Information available to authorised persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers, who have themselves executed written agreements with them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Notwithstanding the foregoing, this clause will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation.
- 12.4 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 12.5 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer and/or Authorised Users (as the case may be).
- 12.6 The Customer and the Supplier agree that each party may disclose that they share a business relationship and the Customer subscribes to the CCH Company Secretarial Service. Further details of the relationship shall not be disclosed without the express consent of both parties.
- 12.7 This clause 12 shall survive termination or expiry of this Agreement with respect to the Supplier's Confidential Information and shall not restrict the Supplier's freedom to copy and to re-use the CCH Company Secretarial Service and techniques or functionality developed by Supplier for or with Customer whether or not based upon Confidential Information the Customer may have disclosed to it.

12.8 The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

13. DATA PROTECTION AND INFORMATION SECURITY

13.1 The Supplier and the Customer acknowledge that for the purposes of data protection legislation, the Customer is the data controller, and the Supplier is the data processor of any personal data submitted to the CCH Company Secretarial Service and/or the Services.

13.2 Each party shall, with effect from the Effective Date comply with the GDPR Data Processing Addendum applicable to the CCH Company Secretarial Service, a copy of which is available at: <https://www.wolterskluwer.com/en-gb/solutions/software-tax-accounting/terms-conditions>

13.3 Data Storage Limits: The amount of database storage i.e. electronic documents and images is not limited but is subject to a reasonable use policy. The Supplier will monitor the amount of data storage used and if the amount used by the Customer is deemed out of proportion when compared to average use across all Customers for their Subscription band and/or otherwise excessive, the Supplier reserves the right, in its sole discretion, to require the Customer to settle reasonable additional fees for the storage deemed excessive. The Supplier will inform the Customer before any additional storage charges are levied and allow the Customer fifteen (15) days to reduce the amount of database storage used before charging for the additional data storage.

13.4 Transmission of Data: The Customer acknowledges that the technical processing of Customer's Electronic Communications is fundamentally necessary for the Customer's use of the CCH Company Secretarial Service and/or the Services. The Customer expressly consents to the Supplier's interception and storage of Electronic Communications and/or Customer Data and/or personal data, and the Customer acknowledges and understands that the Customer's Electronic Communication will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by the Supplier. The Customer acknowledges that Electronic Communications may be accessed by unauthorised parties when communicated over the Internet, network communication facilities, telephone or other electronic means. The Customer agrees that the Supplier is not responsible for any Electronic Communications and/or Customer Data and/or personal data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by the Supplier, including, but not limited to, the Internet and Customer's local network.

14. INDEMNITIES

14.1 The Customer shall defend and indemnify (i) the Supplier, (ii) subcontractors who provide the Services (iii) the Supplier's Affiliates, and (iv) each of their respective officers, directors and employees against claims, actions, proceedings, losses, damages, fines, liabilities, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with:

(a) the Customer's non-compliance with clauses 3.7(a), 3.8 or 8; or

(b) the Authorised Users' use of the Services and/or User Documentation;

including, without limitation, claims, actions, proceedings, losses, damages, fines, liabilities, expenses and costs connected to: (i) civil or criminal offences of Intellectual Property Rights infringement, including but not limited to copyright, trade mark and patent infringement; or (ii) transmission or posting of obscene, indecent or pornographic materials; or (iii) transmission or

posting of any material which is slanderous, defamatory, offensive, abusive, or menacing or which causes annoyance or needless anxiety to any other person.

- 14.2 In relation to the indemnity in clause 14.1, the Supplier shall endeavour to:
- (a) give the Customer notice of any such claim; and
 - (b) provide the Customer with reasonable co-operation in the defence and settlement of such claim, at the Customer's expense.
- 14.3 The Supplier shall, at the Customer's written request, defend the Customer against any claim that the Services or the User Documentation infringe any United Kingdom patent effective as of the Effective Date, copyright, trade mark or database right, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that the Customer:
- (a) promptly notifies the Supplier in writing of any such claim;
 - (b) provides all reasonable assistance requested by the Supplier;
 - (c) permits the Supplier, at the Supplier's option, to defend or control the defence or settle any such claim; and
 - (d) any award of costs and/or damages shall belong to the Supplier (or its licensors where applicable).
- 14.4 In the event that such claim is made, the Supplier may at the Supplier's option, discretion and expense procure the right for the Customer to continue using any affected item or modify or replace it so that it becomes non-infringing, or may terminate the Services forthwith with written notice to the Customer and a refund of the remaining Fees.
- 14.5 In no event shall the Supplier or its employees, agents or sub-contractors be liable to the Customer under the indemnity set out in clause 14.3 to the extent that the alleged infringement is based on:
- (a) a modification of the Services or the User Documentation by anyone other than the Supplier or the Supplier's licensors; or
 - (b) the Customer's use of the Services or the User Documentation in a manner contrary to the Agreement or instructions given to the Customer by the Supplier; or
 - (c) the Customer's use of the Services other than on equipment as required by the Supplier pursuant to clause 8.1(g); or
 - (d) the Customer's use of the Services or the User Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 14.6 The foregoing (subject to clause 15) states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's Affiliates, employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.

15. LIMITATION OF LIABILITY

- 15.1 Nothing in this Agreement excludes the liability of the Supplier for:

- (a) death or personal injury caused by the Supplier's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability to the extent the same may not be excluded or limited as a matter of law.

15.2 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and/or the User Documentation by the Customer, and for conclusions drawn from such use;
- (b) the Supplier (including its employees, agents and sub-contractors) shall have no liability for any damage caused by errors or omissions in any information, instructions provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (c) subject to clause 15.1, the Supplier shall not be liable to nor have any duty of care to Authorised Users for any act or omission relating to or connected with this Agreement, the Services or the User Documentation;
- (d) the Supplier's sub-contractors shall not be directly liable to the Customer or any Authorised User for any of their acts or omissions relating to or connected with this Agreement; and
- (e) 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.

15.3 Subject to clauses 15.1 and 15.2:

- (a) the Supplier 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 anticipated savings or wasted expenditure, loss of revenue, loss of contracts, loss of opportunity, loss of customer payments, loss of business, depletion of goodwill and/or similar losses, loss or corruption of data, degradation of data or information, or pure economic loss, non-pecuniary loss or third party loss (in each case whether direct or indirect), nor for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 14.3), tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid to the Supplier during the 12 months immediately preceding the date on which the claim arose.

15.4 The Supplier shall have no liability to the Customer unless the Customer shall have served notice in writing of any facts which may give rise to a claim (and were not excluded by this Agreement) against the Supplier within 2 (two) years of the date the Customer either became aware of the circumstances giving rise to a claim or the date the Customer ought reasonably to have become so aware; and the Customer acknowledges and agrees that the limitations on or exclusions of the

Supplier's liability to Customer and any other third party are fair and reasonable having regard to the commercial relationship between the parties.

15.5 This clause 15 shall survive the termination of this Agreement for whatever reason.

16. TERM AND TERMINATION

16.1 This Agreement shall, unless otherwise terminated as provided in this clause 16 and except as set out in clause 4.6 in relation to Additional Services, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**"), unless:

- (a) either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the subscription term ("**Subscription Term**").

16.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

- (a) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach - such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach; or
- (b) the Supplier's sub-contractors cease to provide any services to the Supplier or services in respect of the Customer which are necessary to provide the Services to the Customer; or
- (c) the other party becomes or is deemed insolvent or has a receiver, administrative receiver or manager appointed in respect of the whole or any part of its assets or business or the other party is unable to pay its debts as they fall due; or
- (d) if the other party ceases, or threatens to cease, to trade.

16.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate;
- (b) each party shall return and make no further use of any Confidential Information (excluding Customer Data which shall be subject to clause 16.3(c)-(d) below), equipment, property, and other items (and all copies of them) belonging to the other party (which shall include the return by the Customer to the Supplier of all copies of the User Documentation in its possession or control);

- (c) the Supplier may immediately deactivate the Customer's account and, following a period of not less than thirty (30) days, shall be entitled to delete the Customer's account and all associated Customer Data, save that during this thirty (30) day period, upon the Customer's reasonable request and provided the Customer has paid in full all amounts due in relation to Services plus related taxes and expenses, the Supplier will grant the Customer limited access to the CCH Company Secretarial Service for the sole purpose of permitting the Customer to retrieve Customer Data in accordance with clause 16.3(d);
- (d) the Customer shall, no later than thirty days after the effective date of the termination of this Agreement, download and erase its Customer Data and the Customer Data of its Authorised Users from the CCH Company Secretarial Service. If the Customer fails to perform such download and deletion procedure within thirty days after the effective date of the termination of this Agreement, then the Supplier or the Supplier's subcontractor may, within a further sixty days, perform this procedure on the Customer's (and the Authorised Users') behalf without any liability to the Customer or any Authorised User; and
- (e) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

16.4 If this Agreement is terminated by the Customer for any reason other than a termination expressly permitted by this Agreement, the Customer agrees that the Supplier shall be entitled to all of the Fees due under this Agreement for the entire Subscription Term. If this Agreement is terminated by the Customer for a reason expressly permitted under clause 16.2, the Supplier shall refund the pro rata portion of any Fee paid by a Customer in respect of Subscriptions for the terminated and unused portion of the Subscription Term.

16.5 The Supplier hereby reserves its right without notice and without liability to the Customer:

- (a) to terminate this Agreement if the Customer undergoes a change of Control; or
- (b) to terminate any third-party product or service available or accessible through the Services, and/or this Agreement, in the event that such a third party become involved in any capacity in any business concern which, in the Supplier's reasonable opinion, competes with its business (or that of the Supplier's Affiliates).

17. FORCE MAJEURE

The Supplier 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, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network or a failure of the internet, 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 (including any Supplier's Affiliate) or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

18. GENERAL

- 18.1 A waiver of any right under this Agreement is only effective if it is in writing and any such waiver shall apply only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 18.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 18.3 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 18.4 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 the commercial intention of the parties.
- 18.5 This Agreement, and any documents incorporated into it by written reference (including reference to information contained in the Site or referenced policy) constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 18.6 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.
- 18.7 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.8 The Supplier 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.
- 18.9 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture 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, the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power).
- 18.10 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.11 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid recorded delivery post or by email to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes, save that, in the case of any notice to terminate served by the Customer in accordance with clause 16, such notice must be delivered by hand or sent by pre-paid recorded delivery post.
- 18.12 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed

notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender). A notice sent by email to uk-taa.queries@wolterskluwer.com or to the email address provided by the Customer on the Order Form shall be deemed to have been received at the time of transmission (as shown by the timed read receipt printed by the sender).

- 18.13 The Supplier may vary this Agreement at any time and for any reason, as long as the quality of the Service is not materially degraded. The Agreement may not be modified by the Customer and the rights and obligations may not be altered or waived by the Customer except in writing signed by the authorised representatives of the Supplier and the Customer.

19. GOVERNING LAW AND JURISDICTION

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with English law.

- 19.1 The parties irrevocably agree that the English courts have 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). Notwithstanding the foregoing nothing herein shall preclude either party from seeking injunctions from any court of competent jurisdiction in order to protect its Intellectual Property Rights or Confidential Information.

SCHEDULE I

Service Level Agreement

The Supplier endeavours to provide 98% service level availability for the CCH Company Secretarial Service during each month of the Subscription Term however no warranty is given as to the availability of the service. Service availability is defined as the Customer's ability to login to the CCH Company Secretarial Service and is measured by the availability of the login page.

Only the Supplier's and/or its licensors' production systems will be measured against the service level agreement. Production systems are defined as those residing at

<https://vsrv01.xsehosting.co.uk/firstorder/cchcosec.php>.

Periods of maintenance are excluded from the service availability measurement.

Maintenance Periods

Maintenance periods are excluded from the service availability measurement. Maintenance of the CCH Company Secretarial Service is required from time-to-time to ensure the continued reliability of the Service. The Supplier hereby provides notice that scheduled maintenance may occur every night between 20:00 and 08:00 GMT. Additional maintenance periods may be scheduled and the Supplier will endeavour to inform the Customer at least 2 days in advance. The Supplier or its subcontractors aim to conduct maintenance in the evening and at weekends to minimise the impact on Customers.