

Lightspeed Software Agreement

This Lightspeed Software Agreement (“**LSA**”) is a legal agreement entered into between the parties, Content Formula Limited, a company registered in England with company number 6577200 and having its registered address at Content Formula Limited, Kemp House, 152-160 City Road, London, EC1V 2NX. United Kingdom. (“**CF**”) and the customer (“**Customer**”) an organisation whose name and details are contained within the Software Purchase Agreement (“**SPA**”).

The LSA is accepted by the Customer and shall form the agreement between the parties.

1. LICENCE RIGHTS AND RESTRICTIONS

1.1. Rights Reserved by CF

CF owns all title and intellectual property rights in and to the Lightspeed software, service, support, documentation, marketing and information materials (“**Software**”). CF reserves all rights not expressly granted to the Customer under this LSA.

1.2. Customer’s rights to use the Software

1.2.1. Subject to the Customer's fulfilment of the Customer's obligations under the LSA, including, without limitation, payment of any and all applicable subscription fees, CF hereby grants the Customer, subject to the restrictions in Clause 1.3 below, a non-exclusive, non-transferable, revocable right to use the Software according to the terms in this LSA.

1.2.2. The Customer’s right to use the Software will take effect on the date of the acceptance of this LSA by the Customer as specified in the SPA and runs until terminated in accordance with the terms in this LSA.

1.2.3. The Customer may grant access to the Software for the number of users specified in the SPA. The Customer is responsible for the administration of users and for their use of the Software. If the number of users ever exceeds the number of users specified in the SPA, CF is entitled to require that the Customer pays for the extra number of users for the remainder of the contract period.

1.2.4. The Customer shall ensure that the Software is not used in a manner which could in any way harm CF's name, trademarks, reputation, or goodwill, or which violates applicable laws or regulations.

1.3. Restrictions

1.3.1. The Customer may not assign, donate, sell, sub-license, rent, lease or lend the Software.

1.3.2. The Customer may not make any copies of the Software, except to the extent expressly permitted by applicable law. Similarly, the Customer may not publish, distribute or otherwise make the Software available for others to copy or use.

1.3.3. The Customer may integrate the Software into Customer’s IT environment namely Microsoft Office 365 but may not otherwise

- i) amend, update, improve or modify the Software or any part thereof,
- ii) implement the Software or any part thereof in other software, platforms or solutions)
- iii) create derivative works based on the Software,
- iv) amend, change, modify or further develop the Software in any manner,
- v) make or perform any form of reverse engineering, decompilation or disassembly of the Software,
- vi) allow any third parties to perform any of the prohibited actions in this clause 1.3.3.

1.3.4. Subscription to the service does not entitle the Customer to technical support, assistance, maintenance and similar support relating to the Customer's own IT environment. Customer may purchase such support services from CF or CF's authorised partner (Partner).

2. LICENCE FEE AND PAYMENT TERMS

The licence fee and the payment terms are set out in the SPA.

3. CF RESPONSIBILITIES

3.1. CF shall provide the Software with all reasonable skill and care and in accordance with good industry practice.

3.2. In providing the Software, CF shall comply with all the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Software ("**Applicable Laws**").

3.3. Without limitation of Clause 3.2 CF shall comply with all Applicable Laws relating to anti-bribery, anti-corruption, anti-tax evasion and anti-slavery including the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finance Act 2017 ("**Anti-Corruption Laws**").

3.4. CF shall ensure that it has in place adequate procedures to prevent any breach of Clause 3.3; and ensure that it does not, and shall use reasonable endeavours to ensure that its personnel, subcontractors, agents and suppliers involved in the performance the Software do not, place the Customer in breach of any Anti-Corruption Laws.

3.5. CF represents and warrants that at the date of this agreement:

3.5.1. As far as it is aware neither it nor any of its officers or employees has been convicted of any offence under, or is or has been subject to any investigation relating to, the Anti-Corruption Laws;

3.5.2. it is not aware of any circumstances within its supply chain that have given rise to, or are likely to give rise to, an investigation relating to an alleged offence under the Anti-Corruption Laws.

4. TERMINATION

4.1. Subscription period

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- 4.1.1. Customer shall be bound by this LSA for the subscription period agreed between CF and the Customer as set out in the SPA and the Customer may not terminate the LSA during this period (“Binding Period”). The Customer may add users or upgrade the Software during the Binding Period but may not downgrade the Software during the Binding Period.
- 4.1.2. Unless terminated with a written notice of at least 90 days to the expiry of the Binding Period, a new Binding Period of 12 months shall automatically commence, and Customer may not terminate the LSA in this new Binding Period.
- 4.1.3. CF reserves the right to change the licence fee at the end of a Binding Period.

4.2. Breach

In the event that the Customer is in breach of any term, condition or provision of the LSA or in case of the Customer’s insolvency or bankruptcy or notice thereof, CF may, at its discretion, terminate this LSA or suspend or downgrade the Software without any notice.

4.3. Consequences of termination

Upon termination of the LSA, for whatever reason, the Customer shall discontinue any and all use of the Software immediately and shall at its own cost remove the Software from its IT systems and IT environment.

5. CONFIDENTIALITY

- 5.1. “**Confidential Information**” means all information of a confidential or proprietary nature relating to the Customer’s or CF’s business or finances, including but not limited to pricing, information related to the Software, and client information, whether imparted in writing, orally, electronically or on any other media.
- 5.2. Both parties agree to keep the Confidential Information secret and shall only disclose it to its employees, contractors, sub-contractors or directors who are necessarily engaged in activities directly related to the Software and on a need-to-know basis and shall ensure that such employees, contractors or directors keeps the Confidential Information secret.
- 5.3. The provisions of this clause 5 shall not apply to Confidential Information which is already in the public domain or which is legally required to be disclosed pursuant to any statute, regulation or order of the court or regulatory authority.
- 5.4. This clause 5 shall apply during the Binding Period of the LSA and shall survive this LSA for a period of 3 years following termination.

6. CUSTOMER DATA

- 6.1. The Parties agree that the data uploaded in connection with the Software by the Customer belongs to the Customer.

- 6.2. The Customer agrees that CF may create back ups of the Customer data for the purposes of restoring the Software and Customer data in the event of a failure of the Software or when performing necessary services and support to the Software.
 - 6.3. CF reserves the right to delete all copies of the Customer's data under its control 90 days after termination of the LSA, regardless of the reason for termination, and CF is under no obligation to store Customer data after this time
 - 6.4. Customer agrees that in exceptional cases CF may be required by law to provide access to the Customer data to relevant authorities. In such cases and where permitted to do so by law CF will inform Customer that an access request has been submitted.
 - 6.5. The Customer warrants that it has obtained necessary consents and permissions to process and store all data that it submits to the Software and that its use of the data does not infringe on any party's rights or breach any applicable laws, regulations or covenants. The Customer indemnifies CF against any claim for damages that may arise from its use of the data in delivering the Software.
 - 6.6. CF has the right to assign its responsibilities in whole or in part under this LSA to a Partner.
 - 6.7. The Customer's data is processed in accordance with the "Data Processing Agreement" which is available at all times at <https://www.contentformula.com/license-terms/Lightspeed-Data-Processing-Agreement.pdf> and referenced and linked in the SPA.
7. OPERATING STABILITY
 - 7.1. CF's responsibilities for operating stability of the Software are set out in Schedule 1.
 - 7.2. CF strives for the best operational stability possible, but is not responsible for breakdowns or malfunctions, including operational malfunctions caused by factors beyond CF's control, unless accepted in Schedule 1.
8. CHANGES AND ENHANCEMENTS

CF is entitled to make updates, enhancements, and improvements to the Software. CF is also entitled to change the composition and structure of the Software. Such updates, improvements, and changes will generally be documented on www.contentformula.com or communicated to the Customer prior to being implemented but in some very rare cases changes may be made without notice and may affect the services provided.
9. INTELLECTUAL PROPERTY RIGHTS
 - 9.1. The Software is protected by copyright and other intellectual property rights and is owned by or is licensed to CF. Any custom code created for a Customer as part of an implementation of the Software also belong to CF, unless otherwise agreed in writing. The Customer shall notify CF of any current or potential violation of CF's

intellectual property rights or unauthorized use of the Software of which the Customer becomes aware.

9.2. This LSA does not in any way transfer any intellectual property rights related to the Software to the Customer.

9.3. The Customer gives CF an authorization and global license to the material and all data uploaded by the Customer sufficient for CF to properly manage and operate the Software and fulfil its responsibilities.

9.4. The Customer warrants that any data uploaded to the Software does not infringe on any third-party rights and does not contain material that may be offensive or violates applicable laws or regulations.

10. TRANSFER

10.1. CF has the right to assign its rights and obligations in part or in whole under the LSA to a third party.

10.2. The Customer agrees that CF is entitled to use subcontractors in relation to all aspects of this LSA, including for the delivery and operation of the Software, and for storing Customer data. CF warrants that its subcontractors will be bound by contract to adhere to the same obligations, responsibilities, restrictions and guarantees set out in this LSA.

11. EXCLUSIONS AND LIMITATIONS OF LIABILITY

11.1. In no event will CF be liable to the Customer or any other person or entity for any indirect damages of any kind, including, without limitation, for lost profits, lost savings, lost data or other special, indirect, punitive, consequential, or incidental damages arising out of or relating to the use of the Software or to any service provided or undertaken by CF under this LSA, even if CF has been advised of the possibility of such loss or damage. The foregoing exclusion of liability applies to all causes of action, including breach of contract, breach of warranty, strict liability, negligence and other torts.

11.2. In no event will CF be liable to the Customer or any other person or entity for any damages, direct or indirect, of any kind due to system instability or failure.

11.3. CF is not responsible for any third-party solutions or data that are available and/or integrated with the Software. CF cannot be held liable for the accuracy, completeness, quality, or reliability of the information nor the results obtained through these third-party solutions. Similarly, CF cannot be held liable for the availability, security, or functionality of any third-party solutions, including possible damages and/or loss caused by third party solutions. The burden is upon the Customer to prove that a loss suffered by the Customer cannot be attributed to third party solutions.

11.4. The maximum aggregate liability of CF upon any claims whatsoever, arising out of the services provided by CF or the Software under this LSA will be absolutely limited to the direct damages actually incurred by the Customer and furthermore be limited to the amount of fees relating to the Software paid by the Customer in the 12 months prior to the event giving rise to liability.

11.5. CF shall be under no liability to the Customer in respect of loss arising by reason of force majeure, namely, circumstances beyond the control of CF, including but not limited to acts of God, perils of the sea or air, fire, flood, drought, shortages, disease, pandemic, explosion, sabotage, accident, embargo, riot, acts of war, civil commotion, including acts of local, regional or national government and parliamentary authority and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lock-outs.

12. THIRD PARTY RIGHTS

12.1. CF cannot and does not grant to the Customer any licence to any third-party patent or to any other intellectual property rights held by a third party. The Customer must, at the Customer's own expense, license and maintain any such licences from third parties, and CF cannot be held liable if a third party raises a claim for infringement of such third party's patent rights or other intellectual property rights.

12.2. If the Customer does not license and maintain such third-party licences as mentioned, and if this somehow results in a third party raising a claim against CF, the Customer shall indemnify CF against any such third-party claim.

13. WAIVER

Failure or neglect by CF to enforce any of the provisions of the LSA at any time shall not be construed nor shall be deemed to be a waiver of CF's rights under the LSA nor in any way affect the validity of the whole or any part of the LSA nor prejudice CF's rights to take subsequent action.

14. SEVERABILITY

If any of the provisions contained in this LSA is or is held to be illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to be legal and enforceable and as so modified shall become part of this LSA. The remaining provisions of this LSA shall remain in full force and effect.

15. COMPLIANCE WITH LOCAL LAWS

The Customer shall comply at the Customer's own expense and risk with all relevant and applicable laws including, but not limited to, broadcast laws and regulations in the use of the Software.

16. CHANGE OF TERMS

CF may modify the terms and conditions pursuant to this LSA and the Data Processing Agreement and will apply to the Customer one month after such changes have been posted on the CF website. Use of the Software after a change of these terms constitutes

acceptance of such changed terms. It is the Customer's responsibility to keep up to date with changes to the terms.

17. NOTICES

Any notice required to be given under this LSA shall be in writing and must be:

- a) delivered personally or sent by first class post to the other party's registered office;
AND
- b) sent by email. Notices to CF shall be emailed to hello@contentformula.com. Notices to the Customer shall be emailed to the individual named in the SPA.

18. ENTIRE AGREEMENT

This LSA, the SPA and the Data Processing Agreement represent the entire agreement between the parties and supersede any previous agreement or arrangements.

19. APPLICABLE LAW

This LSA and the provision of the Software shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the English courts. If the Customer should enter into any dispute with any of CF's third parties involved in the provision of the Software the applicable jurisdiction set by that third party's terms of business may differ to that of CF.

Schedule 1: Software stability

This document outlines CF's obligations for operating stability when providing the Software to Customers.

1. IMPLEMENTATION AND TRAINING

CF will install the Software onto the Customer's environment on behalf of the Customer or if required by the Customer will provide necessary guidance and support so that the Customer may install the Software themselves. This service is included as part of the LSA. Configuration and setup of the Software normally comes as part of a broader intranet build project that the Customer purchases from CF. If Customer is purchasing the Software without such a project the Customer is responsible for setting up and configuring the Software themselves.

At no extra charge, CF will provide train-the-trainer services and telephone support to the Customer's core intranet team so that the Software can be successfully deployed.

2. BREAK-FIX SUPPORT – BUGS, ERRORS AND FAILURES

2.1. From time to time and in spite of CF's best efforts, the Customer may encounter bugs, errors or even failures in the Software. In these cases CF will strive to solve quickly and effectively these issues.

2.2. Break-fix support is provided as part of the subscription service and at no extra charge. Support is delivered during UK office hours (9am-5.30pm) excluding weekends, UK public holidays and the period between 24th December and 2nd January.

2.3. It is important that Customers are aware that bugs, errors and failures caused within and by the misconfiguration of the Customer's SharePoint, Office 365, Active Directory environments, or other Customer IT environments, are not covered by break-fix support. To fix such issues Customer can purchase managed services support packages.

2.4. In order to be able to access break-fix support the Customer must provide:

2.4.1. an accurate and complete description of the issue being encountered

2.4.2. screenshots of the issue

2.4.3. descriptions of the actions taken immediately prior to the issue occurring

2.4.4. examples and types of users affected

Failure by the Customer to provide complete reports of issues could prevent the Customer from accessing break-fix support or lead to delays in fixing the issue.

2.5. Minor bugs or issues may only be fixed as part of a scheduled product update.

3. SUPPORT RESOLUTION & RESPONSE TIMES

Whilst CF will strive to resolve issues promptly and with a sense of urgency commensurate to any issue raised, break-fix support comes with no specific commitments to response or resolution times. If a Service Level Agreement is required, Customers may purchase CF's managed services support plans to support their intranet.

4. UPDATE / UPGRADE POLICY

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All updates to the Software are included in the subscription. Any Software maintenance, upgrades and patches may require downtime in addition. The downtime will be scheduled in advance and communicated to Customer.

5. DISCLAIMER

Except for any warranty set forth explicitly in this Agreement, the Software is provided to the Customer “as is” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, CF, on its own behalf and on behalf of its respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Software, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, the Licensor provides no warranty or undertaking, and makes no representation of any kind that the Software will meet the Customer’s requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free, or that any errors or defects can or will be corrected.