

This Contract is dated the date on which the Order is placed by the Customer and accepted by Tabscanner.

Parties

(1) **THREE DIGITAL SOFTWARE TRADING LLC** trading as **Tabscanner** incorporated and registered in Dubai with company number 765723 whose registered office is at 905 Prime Tower, Business Bay, Dubai, UAE (“Tabscanner”)

(2) You, the customer, whose particulars are set out in the Order and on the “Billings Details” within the “Accounts Settings” section of the Dashboard (“**Customer**”)

BACKGROUND

(A) Tabscanner is in the business of providing a highly accurate OCR and data extraction technology, utilising a state-of-the-art AI through a cloud-based API to ensure swift, robust and reliable data extraction of expense document images.

(B) The Customer wishes to obtain and Tabscanner wishes to provide the Services on the terms set out in the Contract.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in the Contract.

1.1. Definitions.

API: Tabscanner’s application programming interface and supporting documentation available on the Dashboard.

Applicable Laws: all applicable laws, statutes and regulations from time to time in force.

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

Charges: the sums payable for the Services, as set out in the Dashboard.

Commencement Date: (for PPC Customers only) the date on which the Credits are first issued under this contract; and (for Subscription Customers only): the date on which Credits are issued for the first Monthly Subscription Period.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Credit: a single credit allows the data extraction and delivery of .Json or Dashboard results for a single receipt uploaded by the Customer through the API or Dashboard Test Upload and the number of Credits under this Contract is set out in the Dashboard.

Credit Expiry Date: the date on which the Credits supplied under this Contract shall expire, as set out in the Dashboard.

Customer's Equipment: computer hardware, internet connection, applicable current and up-to-date software and operative systems, and any other equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

Customer Materials: receipt images, and all related documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Tabscanner in connection with the Services, including the items provided pursuant to clause 4.1(d).

Dashboard: the control panel known as the "Dashboard" on the Website and at <https://admin.tabscanner.com>. The Dashboard will always display the quantity of Credits that remain during the relevant period, and will display the quantity of Excess Credits that have been used during a relevant period, together with the agreed pricing package applicable to each customer, and any Supplemental Services and Subsequent Charges as may be agreed between the parties from time to time.

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

Data Subject: shall mean an individual who is the subject of Personal Data.

Deliverables: any outputs of the Services to be provided by Tabscanner to the Customer as specified in the Dashboard and any other documents, products and materials provided by Tabscanner to the Customer in relation to the Services.

Excess Credits (for Subscription Customers only): the excess Credits, as set out in the Dashboard.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) outbreak of hostilities, riot, civil disturbance, acts of terrorism, war, threat of or preparation for war; (iii) the act of any government or authority (including refusal or revocation of any licence or consent) (iv) collapse of buildings, fire, explosion or accident; and (v) interruption or failure of utility service.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, business names and domain names, rights in get-up and trade dress, goodwill, the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, 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.

Monthly Subscription Period (for Subscription Customers only): the period of one calendar month starting on the Commencement Date and expiring on the last day before the Renewal Date (when the Contract shall renew automatically, unless otherwise terminated pursuant to clauses 11.2 or 11.3).

Order: the agreement of the Customer to purchase the Services from Tabscanner on the terms set out in this Contract. (as detailed within the Dashboard)

Personal Data: has the meaning set out in the Data Protection Legislation and shall include the equivalent definition provided under the said Data Protection Legislation from time to time.

PPC Customer: a customer who purchases the Services and pays for the Credits in advance and on a pre-pay basis. A PPC Customer will purchase Credits in advance, and will then be permitted to purchase additional Credits at the available rates as set out in the Dashboard.

Renewal Date (for Subscription Customers only): the monthly anniversary of the Commencement Date.

Services: expense document image OCR and data extraction delivered through a cloud-based API as .Json results.

Subscription Customer: a customer who uses the Services on a subscription basis. A Subscription Customer will purchase an agreed number of Credits which will remain valid for one month (being the Monthly Subscription Period), and in the event that it utilises all the Credits it has purchased within a particular month, Tabscanner shall then automatically issue Excess Credits.

Subsequent Charges: (for PPC Customers only:) further Charges incurred by the Customer in relation to the purchase of additional Credits, and/or (for Subscription Customers only:) Credits issued for any subsequent Monthly Subscription Periods, as set out in the Dashboard.

Supplemental Services: any additional services provided by Tabscanner, as set out in the Dashboard.

Test Upload: the test upload function within the Dashboard.

VAT: value added tax or any equivalent tax chargeable from time to time in the United Arab Emirates.

Website: Tabscanner's website at www.tabscanner.com.

1.2. The Dashboard forms part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the Dashboard.

1.3.A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4.A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and such a reference shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5. A reference to **writing** or **written** includes email but not fax.

1.6.Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Commencement and duration

2.1.The Contract shall commence on the Commencement Date and shall terminate for **PPC Customers** only pursuant to clause 11.1 and for **Subscription Customers** only pursuant to clause 11.2, unless otherwise terminated earlier in accordance with clause 11.3, when it shall terminate automatically without notice.

2.2.For PPC Customers only:

(a) On the Commencement Date Tabscanner shall issue the Credits agreed under this Contract (and as set out in the Dashboard) and the Credits shall remain valid for use by the Customer until 23.59pm on the Credit Expiry Date, whereupon any unused Credits shall expire. In the event that the Customer uses all Credits during the Contract, it may purchase additional Credits from Tabscanner pursuant to the agreed Subsequent Charges as set out in the Dashboard.

(b) Any additional Credits so purchased by the Customer shall extend the Credit Expiry Date of the Customer's unused Credits (if any) to the Credit Expiry Date of the additional Credits.

2.3.For Subscription Customers only:

(a) On the Commencement Date Tabscanner shall issue the Credits agreed under this Contract (and as set out in the Dashboard) and the Credits shall remain valid for use by the Customer until 23.59pm on the last day of the Monthly Subscription Period, whereupon any unused Credits shall expire. In the event that the Customer uses all Credits during the Monthly Subscription Period, it will be issued with Excess Credits by Tabscanner pursuant to the agreed Charges as set out in the Dashboard.

(b) Tabscanner shall issue the Credits to the Customer for the subsequent Monthly Subscription Period (pursuant to the Dashboard) on the Renewal Date, and on each subsequent monthly Renewal Date thereafter, unless and until the termination of the Contract pursuant to clauses 11.1 or 11.3.

2.4.Tabscanner shall provide the Services, and any Supplemental Services, to the Customer in accordance with this Contract.

3. Tabscanner's responsibilities

3.1. Tabscanner shall:

(a) use reasonable endeavours to manage and supply the Services with reasonable care and skill in accordance with the Contract;

(b) ensure that the Services and Deliverables conform in all material respects with the Dashboard;

(c) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services, are of satisfactory quality and are fit for purpose;

(d) co-operate with the Customer in all matters relating to the Services, and comply with the Customer's reasonable instructions;

(e) before the date on which the Services are to start, obtain and at all times, maintain during the term of this Contract, all necessary licences and consents and comply with all Applicable Laws in relation to the Services;

(f) observe all security requirements that apply and/or are appropriate in relation to the Services, the Deliverables, and the provision of the same, and the Customer's Materials, provided that Tabscanner shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract;

(g) where applicable, hold all Customer Materials in safe custody for the purpose of providing the Services;

(h) ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that there are enough personnel to enable Tabscanner to fulfil its obligations under this Contract; and

(i) notify the Customer in writing immediately upon the occurrence of a change of Control of Tabscanner.

4. Customer's obligations

4.1. The Customer shall:

(a) co-operate with Tabscanner in all matters relating to the Services and follow Tabscanner's reasonable instructions;

(b) provide, for Tabscanner, its employees, agents and representatives access to the Customer's data and other facilities as reasonably required by Tabscanner;

(c) provide to Tabscanner in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) reasonably required by Tabscanner in connection with the provision of the Services and ensure that they are accurate and complete in all material respects; and

(d) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards and requirements.

4.2.If Tabscanner's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Tabscanner shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

5. Non-solicitation

The Customer shall not, without the prior written consent of Tabscanner, at any time from the date of the Contract to the expiry of 5 years after the termination or expiry of the Contract, solicit or entice away from Tabscanner or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Tabscanner in the provision of the Services.

6. Charges and payment

6.1.In consideration of the provision of the Services by Tabscanner, the Customer shall pay the Charges pursuant to the Dashboard. The Charges shall be dependent on the Services selected by the Customer as identified in the Dashboard.

6.2.For PPC Customers only:

(a) On the Commencement Date, Tabscanner shall invoice the Customer for the full amount due under the Contract for the Credits and/or Supplemental Services, and shall collect payment electronically from the Customer's designated payment method within the Dashboard, the details of which shall be submitted by the Customer in the Order via the Dashboard. Tabscanner shall then issue the Credits to the Customer. In the event that Tabscanner is unable to collect payment electronically from the Customer's designated account, no Credits shall be issued.

(b) Any Subsequent Charges due to Tabscanner during the Contract shall be paid by the Customer pursuant to clause 6.2(a) prior to the issue of the additional Credits and/or Supplemental Services by Tabscanner at the cost per Credit set out in the Dashboard.

6.3.For Subscription Customers only:

(a) On the Commencement Date, Tabscanner shall invoice the Customer for the full amount due under the Contract for the first Monthly Subscription Period and/or Supplemental Services, and shall collect payment electronically from the Customer's designated payment method within the Dashboard, the details of which shall be submitted by the Customer in the Order via the Dashboard. Tabscanner shall then issue the Credits to the Customer. In the event that Tabscanner is unable to collect payment electronically from the Customer's designated account, no Credits shall be issued.

(b) Any Subsequent Charges due to Tabscanner during the Contract for Excess Credits shall be invoiced to the Customer by Tabscanner after the last day of the Monthly Subscription Period (at the rates set out in the Dashboard), and the Customer shall pay each invoice within 5 Business Days of receipt, failing which Tabscanner may suspend the Services until such time as payment has been received from the Customer. Following, and for the duration of, any such suspension of the Services, the Customer shall not be entitled to, and Tabscanner shall not issue, any Excess Credits.

(c) All Charges for (i) Credits issued for any subsequent Monthly Subscription Periods, and/or for (ii) any Supplemental Services, shall be invoiced on each Renewal Date (at the rates set out in the Dashboard), and the Customer shall pay each invoice within 5 Business Days of receipt, failing which Tabscanner may suspend the Services until such time as payment has been received from the Customer.

6.4. Without prejudice to any other right or remedy that it may have (including but not limited to clause 11.3), in the event that the Customer fails to pay Tabscanner any sum due under the Contract on the due date:

(a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.4(a) will accrue each day at the rate of 4% per annum above the Bank of England's base rate from time to time;

(b) Tabscanner may (subject to clauses 11.3) suspend the Services until payment for any Charges or Subsequent Charges has been made in full.

6.5. All sums payable to Tabscanner under the Contract:

(a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.6. In the event that the Services are suspended for non-payment pursuant to this clause 6, but are subsequently restored following receipt of payment from the Customer, any unused Credits issued to the Customer shall be restored to the Customer's Dashboard but shall only remain valid for use until the expiry of the Monthly Subscription Period (as set out in the Dashboard).

7. Intellectual property rights

7.1. In relation to the Deliverables:

(a) Tabscanner and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;

(b) Tabscanner grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and use the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business.

7.2. In relation to the Customer Materials, the Customer:

(a) shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

(b) grants Tabscanner a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy, use and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.

7.3. Tabscanner:

(a) warrants that the receipt and use of the Services and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;

(b) shall indemnify the Customer against all damages and losses awarded against or incurred or paid by the Customer as a result of any claim brought against the Customer for actual infringement of a third party's Intellectual Property Rights, arising out of the receipt, use or supply of the Services and the Deliverables to the extent that the infringement results from copying and use by the Customer; and

(c) shall not be in breach of the warranty at clause 7.3(a), and the Customer shall have no claim under the indemnity at clause 7.3(b), to the extent the infringement arises from:

(i) the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in, any Deliverable;

(ii) any modification of the Deliverables or Services by the Customer, other than as provided for or permitted by Tabscanner in the provision of the Services and the Deliverables; and

(iii) compliance with the Customer's specifications or instructions or any act or omission by the Customer other than as provided for and permitted by Tabscanner.

7.4. The Customer:

(a) warrants that the receipt and use of the Customer Materials in the performance of the Contract by Tabscanner, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) shall indemnify Tabscanner in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Tabscanner as a result of or in connection with any claim brought against Tabscanner, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Contract of the Customer Materials.

8. Compliance with laws and policies

In performing its obligations under the Contract, Tabscanner shall comply with the Applicable Laws, and changes to the Services required as a result of changes to the Applicable Laws shall be deemed agreed by the parties.

9. Data protection and data processing

9.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to,

and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Tabscanner is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

9.3. Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Tabscanner for the duration and purposes of the Contract.

9.4. Without prejudice to the generality of clause 9.1, Tabscanner shall, in relation to any Personal Data processed in connection with the performance by Tabscanner of its obligations under the Contract:

(a) process that Personal Data only on the written instructions of the Customer unless Tabscanner is required by the Applicable Laws to process Personal Data. Tabscanner shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Tabscanner from so notifying the Customer;

(b) solely process the Personal Data for the purposes of fulfilling its obligations under this Contract;

(c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(e) neither use nor reproduce the Personal Data in whole or in part in any form except as may be required by this Contract and not alter, delete, add to or otherwise interfere with the same Personal Data save where expressly required to do so by the terms of this Contract and allowed under the Data Protection Law;

(f) not disclose the Personal Data to any third party or persons not authorised to receive it without the Customer's consent;

(g) notify the Customer without undue delay on becoming aware of a Personal Data breach, and use all reasonable and appropriate efforts to mitigate against the effects of, and comply with any reasonable reporting obligations which may apply in respect of, any such breach;

(h) at the written request of the Customer, delete Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data;

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 9; and

(j) in the event of receiving a request from a Data Subject to exercise their rights under the Data Protection Legislation, notify the Customer promptly and deal with such request as soon as reasonably possible with in accordance with the provisions of Data Protection Legislation and the Customer's instructions.

9.5. The Customer consents to Tabscanner appointing a third-party processor of Personal Data under the Contract. Tabscanner confirms that it has entered or (as the case may be) will enter with the

third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 9. As between the Customer and Tabscanner, Tabscanner shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 9.

9.6. Tabscanner shall indemnify and hold harmless the Customer against the consequences of any breach of this clause 9 and any liability incurred directly or indirectly by the Customer due to any act, omission or similar of Tabscanner and/or its representatives or sub-processors with regard to its obligations under this clause 9.

9.7. Pursuant to Tabscanner's data retention policy, Tabscanner shall delete all Personal Data after 90 days of the date of processing.

10. Limitation of liability

10.1. Nothing in the Contract shall limit or exclude Tabscanner's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

10.2. Subject to clause 10.1, Tabscanner shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information; or
- (g) any indirect or consequential loss.

10.3. Subject to clause 10.1, Tabscanner's total liability to the Customer arising in connection with the Contract shall be limited to the average annual Charges paid by the Customer under the Contract.

10.4. No amount awarded or agreed to be paid under the indemnity in Clause 7.3(b) (IPR indemnity) or Clause 9.6) (Data processing indemnity) shall count towards the cap on Tabscanner's liability under Clause 10.3.

11. Termination

11.1. **For PPC Customers only:** the Contract shall terminate upon the Credit Expiry Date as set out in the Dashboard

11.2. **For Subscription Customers only:** the Customer may terminate the Contract at any time on giving not less than one full calendar month's notice, such notice to expire at 23.59pm on the last day of the following Monthly Subscription Period. Where the Contract is terminated by the Customer pursuant to this clause 11.2:

(a) Tabscanner shall not issue, and the Customer shall not be entitled to, any Excess Credits during the final Monthly Subscription Period; and

(b) the Customer shall not receive any refund or rebate for all Credits supplied or to be supplied under this Contract but not used as at the Termination Date.

11.3. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;

(b) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

(c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or

action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.4. On termination or expiry of the Contract:

(a) the Customer shall immediately pay to Tabscanner all outstanding Charges and Subsequent Charges (and any interest thereon); and

(b) Tabscanner shall destroy the Customer Materials pursuant to its data retention policy (as per clause 9.7 of this Contract). Until they have been so destroyed, Tabscanner shall be responsible for the safe keeping of the Customer Materials in its possession and shall not use them for any purpose not connected with this Contract.

11.5. On termination of this Contract, the following clauses shall continue in full force and effect: clause 1 (Interpretation), clause 5 (Non-solicitation), clause 7 (Intellectual property rights), clause 8 (Confidential Information), clause 9 (Data protection), clause 10 (Limitation of liability), clause 11 (Termination), clause 12 (Confidentiality), and clause 14.4, 14.7 and 14.8 (Miscellaneous), clause 18 (Governing Law and Dispute Settlement), and clause 19 (Notices).

11.6. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. Confidentiality

12.1. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2. Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers,

representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Force Majeure

13.1.Either party shall promptly notify the other party in writing if a Force Majeure Event occurs.

13.2.If a Force Majeure Event suspends the terms of this Contract for a period in excess of three (3) months from the date of notification of the Force Majeure Event, either party shall be entitled to terminate this Contract. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Contract occurring prior to such termination.

14. Miscellaneous:

14.1.Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.2.Assignment and other dealings:

(a) The Contract is personal to the Customer and the Customer shall not assign, transfer, charge, subcontract or deal in any other manner with any of its rights and obligations under the Contract.

(b) Tabscanner may at any time assign, charge, subcontract, transfer or deal in any other manner with any or all of its rights under the Contract, provided that Tabscanner gives prior written notice of such dealing to the Customer.

14.3.Variation:

(a) **For Subscription Customers only:** the Customer may upgrade or downgrade the Services, and/or add Supplemental Services, at any time via the Dashboard, and any agreed

variations to the Customer's subscription shall take effect from the start of the following Monthly Subscription Period.

(b) **For PPC Customers only:** No variation of the Contract will be permitted.

14.4. Waiver:

(a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.5. Third party rights: The Contract does not give rise to any third party rights (or any rights under the Contracts (Rights of Third Parties) Act 1999) to enforce any term of the Contract, and the rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.6. Entire agreement: The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

14.7. Notices: Any notice or other communication:

(a) given under or in connection with the Contract shall be in writing and shall be sent to the address or email address provided pursuant to the Order (or otherwise as may be amended and advised by each party to the other party for time to time); and

(b) shall be deemed to have been received (i) if sent by next Business Day delivery service, at 9.00am on the second Business Day after posting (or otherwise at the time recorded by the delivery service; and (ii) if sent by email, at 9.00 am on the next Business Day after transmission.

14.8. Governing law & Jurisdiction : The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the Courts of England and

Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.