

EVENT STORE MASTER SERVICES AGREEMENT

This master services agreement (**MSA**), together with each Order Form entered into under it (each an **Order Form**), forms the Agreement between Event Store Limited, a limited company registered in England & Wales under number 11389094 with its registered office at Unit 5, Paulton House, Old Mills, Paulton, Bristol BS39 7SX (**Event Store**) and the client of Event Store named in the relevant Order Form (the **Client**).

1. Definitions and interpretation

- 1.1. In addition to any other terms or expressions defined in this MSA or an Order Form, the definitions in the Definitions Schedule will apply throughout the Agreement.
- 1.2. In this MSA:
 - 1.2.1. headings will not affect the interpretation of this Agreement;
 - 1.2.2. any obligation on a Party will, unless the context otherwise requires, include an obligation on that Party to ensure that its Personnel comply with such obligation;
 - 1.2.3. any provision requiring a Party's prior approval or written consent will be treated as including the words "not to be unreasonably withheld" after them;
 - 1.2.4. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.5. unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular;
 - 1.2.6. a reference to a statute or statutory provision includes all subordinate legislation made at any time under that statute or statutory provision;
 - 1.2.7. a reference to **writing** or **written** includes email but not any other form of electronic communications; and
 - 1.2.8. any words following the terms **including, include, in particular, for example** or any similar expression are illustrative only and will not limit the sense of the words preceding those terms.

2. How the Agreement is structured

- 2.1. The **Agreement** between the Parties consists of:
 - 2.1.1. this MSA, which provides an overarching framework for the provision of Works by Event Store to the Client under one or more Order Forms; and
 - 2.1.2. each Order Form agreed between Event Store and the Client.
 - 2.1.3. each Order Form may reference one or more Statements of Work (SOW)

2.2. Each Order Form, once agreed and signed by both Parties, is not a separate agreement, but is incorporated into and forms a part of the Agreement.

2.3. If there is any conflict between the documents forming the Agreement, the terms of the relevant Order Form will override those in this MSA.

3. Commencement and duration

3.1. The Agreement will commence on the earlier of:

3.1.1. the date on which the last Party signs this MSA; or

3.1.2. the date on which the Client authorises Event Store to commence provision of any Works,

(being the **Commencement Date**).

3.2. Unless terminated earlier under clause 12, the Agreement will continue until the expiry or termination of all uncompleted Order Forms entered into under the Agreement.

3.3. The Parties will not enter into any further Order Forms after the date on which any notice to terminate is served under clause 12.

4. Event Store's obligations

4.1. Event Store will use reasonable endeavours to manage and complete or provide the Works, and deliver any Deliverables to the Client, in accordance in all material respects with each Order Form and associated SOW.

4.2. Event Store will use reasonable endeavours to meet any performance dates or milestones specified in an Order Form and associated SOW, but any such dates will be estimates only and any failure by Event Store to meet any performance dates or milestones will not entitle the Client to terminate the Agreement.

4.3. Event Store will appoint a named Event Store Lead on each SOW. The Event Store Lead will have authority to contractually bind Event Store on all matters relating to the Works under the relevant Order Form and associated SOW. Event Store will use reasonable endeavours to ensure that the same person acts as Event Store Lead throughout the term of the relevant SOW but may replace that person by written notice to Client where reasonably necessary.

4.4. In providing the Works Event Store will:

4.4.1. co-operate with the Client in all matters relating to the Works, and comply with the Client's reasonable instructions;

4.4.2. ensure that its Personnel are suitably skilled and experienced to perform tasks assigned to them;

4.4.3. comply with all Applicable Laws in the provision of the Works;

4.4.4. obtain and maintain all necessary consents, licences and permissions necessary for it to provide the Works and comply with its obligations under the Agreement; and

4.4.5. in the event that Event Store Personnel are required to enter the Client's premises, ensure that its Personnel observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises, provided these are notified to Event Store in writing prior to or on the Personnel's arrival at the Client's premises.

5. Client's obligations

5.1. The Client will appoint a Client Lead in each SOW. The Client Lead will have authority to contractually bind the Client on all matters relating to the Works under the relevant Order Form and associated SOW. The Client will use reasonable endeavours to ensure that the same person acts as the Client Lead throughout the term of the relevant SOW but may replace that person by written notice to Event Store where reasonably necessary.

5.2. The Client will:

5.2.1. co-operate with Event Store in all matters relating to the Works;

5.2.2. provide for Event Store and its Personnel, in a timely manner and at no charge, access to the Client's software applications, data, servers, premises and other facilities as reasonably required by Event Store to carry out the Works, including any such access as is specified in an Order Form;

5.2.3. provide to Event Store in a timely manner all materials in any form (whether owned by the Client or a third party) required under an Order Form or otherwise reasonably required by Event Store in connection with the Works and ensure that they are accurate and complete in all material respects;

5.2.4. ensure that all the Client Equipment:

(a) is owned by the Client, or is used by the Client under an appropriate licence from the third-party owner of the Client Equipment;

(b) is in good working order and suitable for the purposes for which it is used in relation to the Works;

(c) conforms to all relevant standards or requirements, including any specific standards or specifications set out in an Order Form and, if applicable, associated SOW; and

(d) is used in accordance with any relevant licences, instructions or user manuals, by competent trained Personnel of the Client or by persons under their supervision;

5.2.5. if Event Store Personnel are required to enter the Client's premises, inform Event Store of all health and safety and security requirements that apply at the Client's premises; and

5.2.6. obtain and maintain all necessary consents, licences and permissions to enable Event Store to provide the Works and comply with its obligations under the Agreement (including any licences to software applications), in all cases before commencement of the Works.

5.3. If Event Store's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client or its Personnel then Event Store will be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

6. Non-Solicitation and Employment

- 6.1. The Client shall not, without the prior written consent of Event Store (which, despite clause 1.2.3, may be withheld by Event Store for any reason), at any time from the date on which any Works commence to the expiry of 6 months after the completion of such Works, solicit or entice away from Event Store or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Event Store in the provision of such Works.
- 6.2. Any consent given by Event Store in accordance with 6.1 shall be subject to the Client paying to Event Store a sum equivalent to 20% of the then current annual remuneration of Event Store's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

7. Fees and payment

- 7.1. The Fees for the Works will be set out in each Order Form.
- 7.2. In respect of any Order Form which has a term longer than 12 months, Event Store may, at any time after the first 12 months of the term, increase the Fees set out in the Order Form by giving the Client 30 days' notice in writing. Any Fee increase under this clause 7.2 is subject to a maximum total increase in any 12-month period of 10% of the Fees under the Order Form at the start of such period. The increased Fees will be effective from the date stated in the notice of increase.
- 7.3. Event Store will invoice the Client for the Fees at the intervals specified, or on the achievement of the milestones indicated, in each Order Form. If no intervals are specified, Event Store will invoice the Client monthly in arrears.
- 7.4. The Client will pay each undisputed invoice submitted to it by Event Store within 30 days of receipt by bank transfer to the bank account detailed on the relevant invoice. Payment by any other method will not be accepted without prior written consent from Event Store.
- 7.5. If the Client disputes any amount of an invoice in good faith, it will notify Event Store of the dispute in writing within 14 days from the date of receipt of the relevant invoice, and will pay the undisputed portion by the due date for payment. In relation to amounts disputed in good faith, the Dispute Resolution Procedure will apply and interest under clause 7.6 will be payable after the dispute is resolved, on all sums found or agreed to be due, from the due date until payment is made.
- 7.6. If the Client fails to pay Event Store any undisputed amounts on the due date:
- 7.6.1. the Client will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate at any time, but at 4% a year for any period when that rate is below 0%; and
- 7.6.2. Event Store may, on giving the Client not less than thirty (30) days' written notice, suspend part or all of the Works until payment has been made in full.
- 7.7. All sums payable to Event Store under the Agreement:
- 7.7.1. are exclusive of VAT, and the Client will in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

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

8. Intellectual property rights

8.1. In relation to the Works, unless otherwise expressly specified in an Order Form, Event Store or its licensors:

8.1.1. will retain ownership of all IPRs in the Services, Supported Software and the Deliverables (excluding any Client Materials);

8.1.2. grant the Client a fully paid-up, non-exclusive, non-sublicensable, royalty-free licence during the term of the relevant Order Form to use the Services for the purpose of receiving and using the Works in its business; and

8.1.3. grant the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use, copy and modify the Deliverables (excluding any Client Materials) for the purpose of receiving and using the Works; and

8.1.4. the Client may sub-license the rights granted in clause 8.1.3 to its Affiliates and customers.

8.2. The terms of any licence to Supported Software will be set out in the relevant Order Form.

8.3. In relation to the Client Materials, the Client and its licensors:

8.3.1. will retain ownership of all IPRs in the Client Materials; and

8.3.2. grant to Event Store a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Agreement for the purpose of providing the Works to the Client.

8.4. Event Store:

8.4.1. warrants that, to the best of its knowledge, the receipt and use of the Services, any Supported Software, and the Deliverables by the Client will not infringe the IPRs of any third party;

8.4.2. will, subject to clauses 8.6 and 11.6.1, indemnify the Client against all Losses (whether direct, indirect or consequential) incurred or paid by the Client arising out of any claim brought against the Client or its Personnel for actual or alleged infringement of a third party's Intellectual Property Rights arising out of the receipt of the Works or use or, where appropriate, onward supply of the Works; and

8.4.3. will not be in breach of the warranty at 8.4.1, and the Client will have no claim under the indemnity at 8.4.2, to the extent the infringement arises from:

(a) the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Works;

(b) any modification of the Equipment, other than by or on behalf of Event Store; and

- (c) compliance with the Client's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions as long as Event Store notifies the Client if it knows or suspects that compliance with such specification or instruction may result in infringement.

8.5. The Client:

8.5.1. warrants that the receipt and use in the performance of the Agreement by Event Store and its Personnel of the Client Materials will not infringe the Intellectual Property Rights of any third party; and

8.5.2. subject to clauses 8.6 and 11.7.1, will indemnify Event Store against all Losses (whether direct, indirect or consequential) incurred or paid by Event Store arising out of any claim brought against Event Store or its Personnel for actual or alleged infringement of a third party's Intellectual Property Rights arising out of the use in the performance of the Agreement of the Client Materials.

8.6. If either Party (**Indemnifying Party**) is required to indemnify the other Party (**Indemnified Party**) under this 8, the Indemnified Party will:

8.6.1. notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at 8.4.2 or 8.5.2 (as applicable) (**IPR Claim**);

8.6.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, provided the Indemnifying Party obtains the Indemnified Party's prior approval of any settlement terms;

8.6.3. provide the Indemnifying Party with such reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of any costs reasonably incurred by the Indemnified Party's; and

8.6.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, as long as the Indemnifying Party considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

8.7. The Client agrees that Event Store and its Personnel will be free to use, disclose and employ in the course of Event Store's business any expertise, know-how, skills, techniques or technical concepts acquired or developed in the course of providing the Works, as long as they were not acquired and are not disclosed in breach of clause 10 (Confidentiality).

9. Data protection

9.1. For the purposes of this clause 9, **controller, processor, data subject, personal data, personal data breach, processing** and **appropriate technical measures** having the meanings defined in the Data Protection Legislation.

9.2. In the event that any processing of personal data by Event Store takes place under an Order Form or associated SOW, the provisions of this clause 9 will apply.

- 9.3. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This 9 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 9.4. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Event Store is the processor. The Data Processing Schedule of the relevant Order Form sets out the scope, nature and purpose of processing by Event Store, the duration of the processing and the types of personal data and categories of data subject.
- 9.5. Without prejudice to the generality of 9.3, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Event Store for the duration and purposes of the Agreement.
- 9.6. Without prejudice to the generality of 9.3, Event Store shall, in relation to any personal data processed in connection with the performance by Event Store of its obligations under the Agreement:
- 9.6.1. process that personal data only on the documented written instructions of the Client unless Event Store is required by Applicable Laws to otherwise process that personal data. Where Event Store is relying on the laws of the UK, or of a member of the European Union or European Union Law as the basis for processing personal data, Event Store shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Event Store from so notifying the Client;
- 9.6.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, 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);
- 9.6.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 9.6.4. not transfer any personal data outside of the UK (if transferred to Event Store in the UK) or European Economic Area (if transferred to Event Store in the European Economic Area) unless the following conditions are fulfilled:
- (a) the Client or Event Store has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) Event Store complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

- (d) Event Store complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data.
 - 9.6.5. assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 9.6.6. notify the Client without undue delay on becoming aware of a personal data breach;
 - 9.6.7. at the written direction of the Client, delete or return personal data and copies to the Client on termination or expiry of the agreement unless required by Applicable Law to store the personal data; and
 - 9.6.8. maintain complete and accurate records and information to demonstrate its compliance with this 9 and immediately inform the Client if, in the opinion of Event Store, an instruction infringes the Data Protection Legislation.
- 9.7. The Client provides its prior, general authorisation for Event Store to:
- 9.7.1. appoint processors to process Client personal data (including those processors set out in the **Sub-Processor List**), provided that Event Store:
 - (a) shall ensure that the terms on which it appoints such processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on Event Store in this clause 9;
 - (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Event Store; and
 - (c) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Event Store's reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Law, the Client shall indemnify Event Store for any losses, damages, costs (including legal fees) and expenses suffered by Event Store in accommodating the objection;
 - 9.7.2. transfer Client personal data outside of the UK as required for the delivery of the Services, provided that Event Store shall ensure that all such transfers are effected in accordance with the Data Protection Legislation. For these purposes, the Client shall promptly comply with any reasonable request of Event Store, including any request to enter into standard data protection clauses adopted by the EU Commission at any time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner at any time (where the UK GDPR applies to the transfer)

10. Confidentiality

- 10.1. Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 10.2.
- 10.2. A Party may:

- 10.2.1. subject to clause 10.5, disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such Party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 10 as if it were a Party;
- 10.2.2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
- 10.2.3. subject to clause 10.5, use Confidential Information only to perform any obligations under this Agreement.
- 10.3. Each Party recognises that any breach or threatened breach of this clause 10 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting Party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 10.4. This clause 10 shall bind the Parties during the Term and for a period of 5 years following termination of this Agreement.
- 10.5. The rights and obligations of the Parties under this clause 10 are subject to the Parties' respective obligations under clause 9 with respect to any personal data in any Confidential Information.

11. Limitation of liability and insurance

- 11.1. **Background to the limits and exclusions on Event Store's liability.** During the Agreement, Event Store will maintain in force the following insurance policies with reputable insurance companies:
 - 11.1.1. public liability insurance with a limit of at least £2,000,000 per claim (excluding defence costs and criminal proceedings costs); and
 - 11.1.2. professional indemnity insurance with a total limit of at least £1,000,000.

The limits and exclusions in this clause 11 reflect the insurance cover Event Store has been able to arrange and the Client is responsible for making its own arrangements for insurance to cover any excess loss.
- 11.2. **Scope of this clause.** References to **liability** in this 11 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.3. **No limitation of the Customer's payment obligations.** Nothing in this 11 will limit the Client's payment obligations under the Agreement.
- 11.4. **Liabilities which cannot legally be limited.** Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:
 - 11.4.1. death or personal injury caused by negligence;

11.4.2. fraud or fraudulent misrepresentation; and

11.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (*title and quiet possession*).

11.5. **Exclusion of specified heads of loss.** Subject to clause 11.4, both Parties exclude all liability under the Agreement for the following types of loss: (i) loss of profits; (ii) loss of sales or business; (iii) loss of Agreements or contracts; (iv) loss of anticipated savings; (v) loss of or damage to goodwill; and (vi) indirect or consequential loss.

11.6. **Cap on Event Store's liability.** Subject to clauses 11.4 and 11.5, Event Store's total liability to the Client:

11.6.1. under the indemnity in clause 8.4.2 will not exceed one million Pounds Sterling (£1,000,000);

11.6.2. for any breach by Event Store of clause 9 will not exceed one million Pounds Sterling (£1,000,000); and

11.6.3. for all other Losses arising out of Event Store's breach of the Agreement will not exceed the total Fees paid by the Client in respect to the Order Form to which such Losses relate.

11.7. **Cap on the Client's liability.** Subject to clauses 11.3, 11.4 and 11.5, the Client's total liability to Event Store:

11.7.1. under the indemnity in clause 8.5.2 will not exceed one million Pounds Sterling (£1,000,000);

11.7.2. for all other Losses arising out of the Client's breach of the Agreement will not exceed the total Fees paid by the Client in respect to the Order Form to which such Losses relate.

11.8. **Exclusion of statutory implied terms.** Event Store has given commitments as to compliance of the Services with relevant specifications in clause 4.1. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

11.9. **No liability for claims not notified within 12 months.** Unless the Client notifies Event Store that it intends to make a claim in respect of an event within the notice period, Event Store shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12. Termination

12.1. Either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party:

12.1.1. commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

12.1.2. (i) files for protection under bankruptcy or insolvency laws, (ii) makes an assignment for the benefit of creditors, (iii) appoints or is subject to the appointment of a receiver or trustee over

substantially all of its property that is not discharged within 90 days of such filing, (iv) proposes a written Agreement of composition or extension of its debts, (v) proposes or is a party to any dissolution or liquidation, or (vi) files a petition under any bankruptcy or insolvency act or has any such petition filed against it that is not discharged within 60 days of the filing of such petition.

- 12.2. Event Store may terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

13. Consequence of termination

- 13.1. Unless the Agreement expires in accordance with clause 3.2, all uncompleted Order Forms and SOWs will terminate automatically.

- 13.2. On termination of the Agreement, the Client will immediately pay to Event Store all of Event Store's outstanding and undisputed unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Event Store may submit an invoice, which will be payable in accordance with clause 7.4.

- 13.3. In addition to this clause 13, the following clauses of this MSA will survive the termination or expiry of the Agreement: clause 8 (*Intellectual Property*), clause 9 (*Data Protection*), clause 10 (*Confidentiality*), clause 11 (*Limitation of Liability*), clause 15 (*Multi-tiered dispute resolution procedure*), clause 16.5 (*Entire Agreement*), clause 16.8 (*Rights and remedies*), clause 16.9 (*Severance*), clause 16.10 (*Third party rights*), clause 16.12 (*Waiver*), clause 16.13 (*Governing Law*) and clause 16.14 (*Jurisdiction*).

- 13.4. Termination or expiry of the Agreement will 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.

14. Notices

- 14.1. Any notice or other communication given to a Party under or in connection with the Agreement will be in writing and will be:

14.1.1. delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office or principal business address; or

14.1.2. sent by email to the email address specified in the most recent Order Form.

- 14.2. Any notice or communication will be deemed to have been received:

14.2.1. if delivered by hand, at the time the notice is left at the proper address;

14.2.2. if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

14.2.3. if sent if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this 14.2.3, **business hours**

means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.3. This clause 14 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Multi-tiered dispute resolution procedure

15.1. If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it (**Dispute**) then the Parties shall follow the procedure set out in this clause:

15.1.1. the aggrieved Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a **Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Event Store Lead and Client Lead shall attempt in good faith to resolve the Dispute;

15.1.2. if the Event Store Lead and Client Lead are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a senior officer of the Client and the Chief Executive Officer of Event Store who shall attempt in good faith to resolve it; and

15.1.3. if the senior officer of the Client and the Chief Executive Officer of Event Store are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (**ADR notice**) to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

15.2. No Party may commence any court proceedings under clause 16.14 in relation to the whole or part of the Dispute until 60 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

15.3. If the Dispute is not resolved within 90 days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of 90 days, or the mediation terminates before the expiration of the said period of 90 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 16.14.

15.4. Nothing in this clause 15 shall prevent either Party from seeking interim injunctive relief under clause 16.14.

16. General terms

16.1. Anti-bribery and anti-corruption: Event Store will:

16.1.1. comply with all Applicable Laws relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 and any codes of practice issued under it (**Relevant Requirements**);

16.1.2. have and will maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

- 16.1.3. notify the Client in writing if it becomes aware of any breach of clauses 16.1.1 or 16.1.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the Agreement; and
- 16.1.4. ensure that any person associated with Event Store who is performing services in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Event Store under this clause 16.1. Event Store will be responsible for the observance and performance by such persons of these terms, and will be directly liable to the Client for any breach by such persons of any of them,

and any breach of this clause 16.1 will be deemed a material breach under clause 12.1.1.

16.2. Anti-slavery and human trafficking: Event Store will:

- 16.2.1. comply with all Applicable Laws relating to anti-slavery and human trafficking including the UK the Modern Slavery Act 2015;
- 16.2.2. include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 16.2; and
- 16.2.3. notify the Client as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement,

and any breach of this clause 16.2 will be deemed a material breach under clause 12.1.1.

16.3. Assignment and other dealings: Neither Party will assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the other Party's prior written consent, except that Event Store may assign, transfer, subcontract or delegate its rights and obligations under any Order Form or the whole Agreement (including all Order Forms and SOWs under the Agreement) to its Affiliates by written notice to the Client.

16.4. Counterparts: Each Order Form may be executed in any number of counterparts, each of which will constitute a duplicate original, but all the counterparts will together constitute the one Agreement. Transmission of an executed counterpart of an Order Form by email (in PDF, JPEG or other agreed format) or by electronic signature will take effect as the transmission of an executed "wet-ink" counterpart of the Agreement.

16.5. Entire Agreement: The Agreement (including each Order Form) constitutes the entire agreement between the Parties and supersedes all previous agreements or understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

16.6. Force majeure: Neither Party will be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement (except for the Client's obligation to pay any amounts due to Event Store) if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party will be entitled to a

reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the Party not affected may terminate this Agreement by giving 2 weeks' written notice to the affected Party.

- 16.7. No partnership or agency: Nothing in the Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
 - 16.8. Rights and remedies: The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law. Unless otherwise specified, each term of the Agreement will not affect any other rights or remedies provided under any other term of the Agreement.
 - 16.9. Severance: If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed deleted under this clause 16.9 the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
 - 16.10. Third party rights: Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
 - 16.11. Variation: No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
 - 16.12. Waiver: A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will 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 Agreement or by law will prevent or restrict the further exercise of that or any other right or remedy.
 - 16.13. Governing law: The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and **construed in accordance with the law of England and Wales.**
 - 16.14. Jurisdiction: Subject to clause 15, each Party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.
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DEFINITIONS SCHEDULE

Affiliate	means any person that directly or indirectly Controls or is Controlled by or is under common Control with any other person holding company or subsidiary (both as defined in Section 1159 of the Companies Act 2006) of a person or entity or any subsidiary of any holding company of a person or entity from time to time.
Agreement	has the meaning given in clause 2.1.
Applicable Laws	all applicable laws, statutes and regulations in force at any time.
Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Change Order	has the meaning given in clause 1.1.
Client Equipment	any equipment, including all networks, systems, computer hardware or software, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in an Order Form.
Client Lead	the person appointed on an Order Form by the Client to be the main contact point for Event Store, and with the power to act on behalf of and bind the Client in respect of the applicable SOW.
Client Materials	all documents, information and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Event Store in connection with the Works.
Commencement Date	has the meaning given in clause 3.1.
Control	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and Controls, Controlled and the expression Change of Control shall be construed accordingly.

Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party
Deliverables	specified deliverables to be delivered to Client by Event Store, as set out in an Order Form.
Dispute Resolution Procedure	the multi-tiered dispute resolution procedure set out in clause 15.
Equipment	the Event Store equipment to be delivered to the Client by Event Store, as set out in each Order Form.
Event Store Lead	the person appointed under an SOW by Event Store to be the main contact point for the Client, and with the power to act on behalf of and bind Event Store in respect of the applicable Order Form.
Fees	the fees for the Works, as set out in each Order Form.
Intellectual Property Rights or IPRs	patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.
Losses	all charges, claims, costs, damages, demands, expenses, fines, penalties and other losses or liabilities (including reasonable legal and professional fees).
Personnel	in relation to a Party, its consultants, contractors, directors, employees, officers, representatives, sub-contractors or other representatives.

Party	Event Store and the Client, together being the Parties .
Services	the services to be provided to the Client by Event Store, as set out on an Order Form.
Standard Rate Card	the published standard daily/hourly rates for services provided by Event Store, as available on request from Event Store at any time.
Sub-Processor List	the list of third party sub-processors provided in writing to the Client as at the date of this Agreement.
Supported Software	any Event Store software provided to the Client under a Order Form, whether directly as a copy, or via access as a service.
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
VAT	value added tax or any equivalent tax chargeable in the UK or elsewhere.
Works	the Services and any Deliverables which are provided by Event Store under an Order Form and associated SOW, and any services which are incidental or ancillary to the Services.