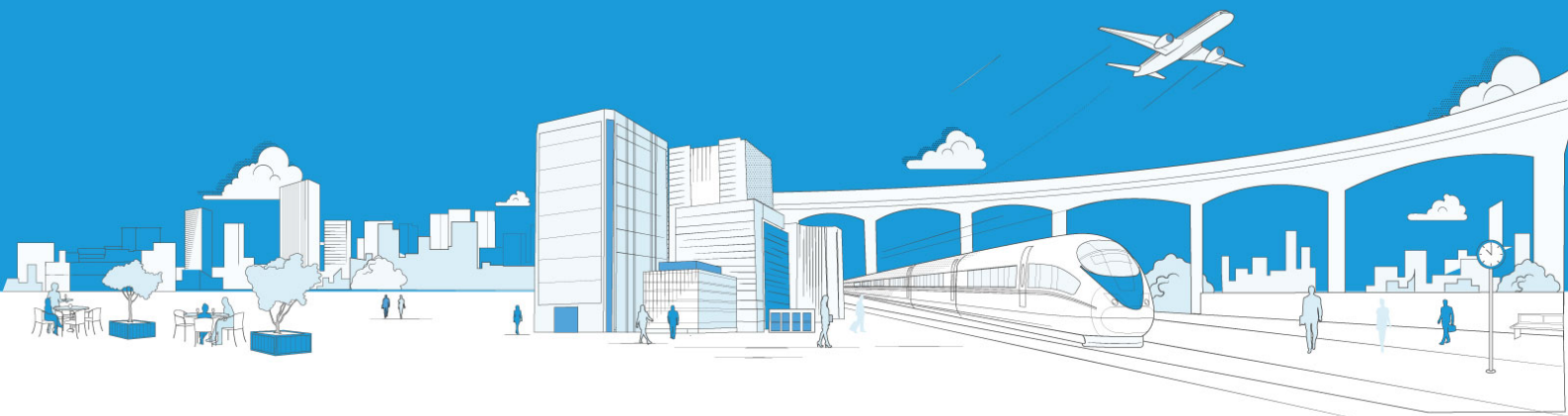


Webexpenses Invoice Processing Agreement Terms and Conditions



WEBEXPENSES INVOICE PROCESSING AGREEMENT TERMS AND CONDITIONS:

1. DEFINITIONS AND INTERPRETATION

1.1. In the Contract, unless the context does not so permit, the following expressions have the following meanings:

- “Applicable Law”** means all statutes, orders, regulations, precedents or other matters having the force of law from time to time;
- “Authorised Partner”** means a person or organisation authorised in writing to resell the Webexpenses Invoice Processing applications, invoice the Authorised User for the Charges or provide training and support
- “Authorised User”** means such officers, employees, agents, contractors and representatives of the Customer as are authorised by the Customer to use the Software and the Documentation;
- “Business Day”** means Monday to Friday inclusive, excepting bank, customary, public and statutory holidays in England and Wales;
- “Business Hours”** means the hours of 09:00 hours to 17:30 hours United Kingdom time on a Business Day;
- “Charges”** means the periodic charges payable by the Customer to Signifo Limited or its Authorised Partner for the provision of the Software and the performance of Signifo Limited’s obligations under the Contract, as notified by Signifo Limited to the Customer from time to time;
- “Commencement Date”** means the date on which the Customer first makes payment of the Charges, or (if earlier) the date on which Signifo Limited first provides the Service to the Customer;
- “Contract”** means the agreement between Signifo Limited and the Customer for the provision of the Software, comprising the Subscription Details and these Terms;
- “Customer”** means the person or organisation purchasing the Software as a service from Signifo Limited;
- “Data Protection Legislation”** means
- (i) the General Data Protection Regulation (EU) 2016/679 GDPR and any national implementing law, regulations and secondary legislation, as amended or updated from time to time in the UK; and
 - (ii) any successor legislation to the GDPR;
- and the expressions “personal data”, “controller” and “process” have the same respective meanings as provided in the Data Protection Legislation;
- “Documentation”** means the documentation made available to the Customer in such form as Signifo Limited shall determine, containing a description of the Software and user instructions for the Software, as the same may be amended by Signifo Limited at its discretion from time to time;

“Webexpenses Invoice Processing”	means the Webexpenses Invoice Processing service offered by Signifo Limited;
“Functional Description”	means the description of the functionality of the Software as more particularly described in the Documentation;
“Initial Term”	means the period of specified as such in the Agreement Particulars beginning on the Commencement Date;
“Module”	means any individual product forming part of the Software;
“Software”	means the Webexpenses Invoice Processing Software provided by Signifo Limited to the Customer, and more particularly described in the Documentation;
“Subscription Details”	means the information provided by the Customer to Signifo Limited or its Authorised Partner for the purpose of making its online application to subscribe for the Software;
“Term”	means the term of the Contract, as determined in accordance with Clause 12;

1.2. Unless the context otherwise requires, each reference in the Contract to:

1.2.1. “writing” includes electronic mail but not facsimile transmission, and the expression “written” shall be construed accordingly;

1.2.2. a statute or a provision of a statute includes all subordinate legislation made under that statute or provision of a statute, as well we that statute, statutory provision or subordinate legislation as the same may be amended, re-enacted or replaced from time to time;

1.2.3. a Clause is to a Clause of these Terms;

1.2.4. any party includes that party’s successors and permitted assigns;

1.2.5. a person includes a natural person or a corporate or unincorporated body (whether or not having separate legal personality); and

1.2.6. a company includes any company, corporation or other body corporate, whether or not having separate legal personality.

1.3. The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of the Contract.

1.4. Words denoting the singular number shall include the plural and vice versa; and references to any gender include a reference to other genders.

1.5. Any words in the Contract following the expressions “include”, “including”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those expressions.

2. PROVISION OF THE SOFTWARE

- 2.1. Signifo Limited shall, with effect from the Commencement Date, provide the Software as a service to the Customer on a non-exclusive basis for the Term, subject to and in accordance with the provisions of the Contract.
- 2.2. Signifo Limited shall use all reasonable endeavours to make the Software available to the Customer at all times, subject to Clauses 4 and 6.

3. CUSTOMER'S OBLIGATIONS

3.1 The Customer shall:

- 3.1.1 promptly upon the receipt from Signifo Limited of a request to that effect, provide Signifo Limited with all such information, assistance, co-operation and support as Signifo Limited may reasonably request from time to time in order to enable it to perform its obligations under the Contract;
- 3.1.2 comply with Applicable Law with respect to its activities under the Contract;
- 3.1.3 carry out all other responsibilities of the Customer set out in the Contract in a timely and efficient manner;
- 3.1.4 ensure that the Authorised Users use the Software and Documentation in accordance with the provisions of the Contract and shall be responsible for any Authorised User's breach of the Contract.
- 3.1.5 ensure that its operating and processing environment for the Software meets such specifications and other requirements as Signifo Limited, acting reasonably, may notify to the Customer from time to time; and
- 3.1.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Signifo Limited's infrastructure, and for the resolution of all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

3.2 The Customer shall not:

- 3.2.1 except to the extent allowed by any Applicable Law:
 - 3.2.1.1 attempt to copy, modify, duplicate, create derivative works from, transmit or distribute all or any portion of the Software or Documentation (as applicable) in any form or media or by any means; or
 - 3.2.1.2 attempt to decompile, reverse, compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
- 3.2.2 utilise all or any part of the Software and Documentation directly or indirectly for the purpose of developing or creating a product or service which might reasonably be regarded as competing with the Software or the Documentation;

- 3.2.3 except in accordance with Clause 19.1, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software or Documentation available to any third party except the Authorised Users nor attempt to do any of these things; or
 - 3.2.4 attempt to obtain, or assist third parties in obtaining, access to the Software or Documentation, except as may expressly be permitted by the Contract.
- 3.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software or the Documentation and, in the event of any such unauthorised access or use, promptly notify Signifo Limited in writing.

4. SIGNIFO LIMITED'S OBLIGATIONS

- 4.1 Subject to clause 4.2, Signifo Limited undertakes that the Software will be provided substantially in accordance with the Documentation and with reasonable care and skill.
- 4.2 The undertaking given by Signifo Limited in Clause 4 shall not apply to the extent of any non-conformance of the Software which is caused in whole or in part by any of the following:
- 4.2.1 use of the Software other than in accordance with the Contract or the Documentation;
 - 4.2.2 any total or partial failure on the part of the Customer to implement, or any delay on the part of the Customer in fully or partially implementing, any solution provided to it by or on behalf of Signifo Limited for the correction of any faults in the Software; or
 - 4.2.3 any faults or failures in the hardware or operating system used by the Customer in conjunction with the Software.
- 4.3 If the Software does not conform with the undertaking set out in Clause 4, Signifo Limited will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 4.
- 4.4 Notwithstanding the foregoing provisions of this Clause 4, Signifo Limited:
- 4.4.1 does not warrant that the use by the Customer of the Software will be uninterrupted or error-free; or that the Software, Documentation or the information, materials or other deliverables obtained by the Customer through the use of the Software will meet the Customer's requirements, or fulfil any specific commercial or operational objective of the Customer (even if Signifo Limited had actual notice of such objective); and
 - 4.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.5 Signifo Limited warrants that it has, and undertakes that it will maintain, all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

5 CHARGES AND PAYMENT

- 5.1 The Customer shall pay the Charges to Signifo Limited or its Authorised Partner in consideration of the provision of the Software.

- 5.2 Each payment of the Charges shall become due at or before the beginning of the applicable subscription period, as specified in the Subscription Details.
- 5.3 Upon the making by the Customer of each payment of the Charges, Signifo Limited shall issue to the Customer or (if the Customer has subscribed for the Software through an Authorised Partner, to that Authorised Partner), an invoice duly marked as received for that payment.
- 5.4 If Signifo Limited has not received payment within five (5) Business Days following the due date, and without limiting any other rights and remedies of Signifo Limited,
- Signifo Limited may, without liability to the Customer, disable the Customer's passwords, accounts and access to all or part of the Software and Signifo Limited shall be under no obligation to provide or maintain any or all of the Software while the invoice(s) concerned remain unpaid.
- 5.5 All sums payable by the Customer as stated or referred to in the Contract:
- 5.5.1 shall be payable in such currency as Signifo Limited, acting reasonably, may stipulate;
- 5.5.2 are, subject to Clause 11.3.2, non-cancellable and non-refundable; and
- 5.5.3 are exclusive of value added tax sales tax or other similar taxes, duties or impositions, which Signifo Limited shall include in its invoices at the rate from time to time in force.
- 5.6 Signifo Limited shall be entitled to increase the Charges with effect from the beginning of any subsequent subscription period by giving prior notice to the Customer.
- 5.7 Signifo Limited's Authorised Partners may at their discretion offer support, consultancy or other services to the Customer. The terms on which any such services shall be provided shall be agreed between the relevant Authorised Partner and the Customer and shall be the subject of a separate agreement between them, to which Signifo Limited will not be a party and under which it shall have no obligations or liabilities.

6 WEBEXPENSES INVOICE PROCESSING

- 6.1 This Clause only applies if the Agreement particulars provide that Signifo Limited will provide Webexpenses Invoice Processing to the Customer.
- 6.2 The Customer shall pay for Webexpenses Invoice Processing by way of transactional credits. The Customer must purchase these in advance in such amounts as Signifo Limited shall specify from time to time and may purchase such transactional credits as it wishes at any time.
- 6.3 Following the processing of an invoice by Signifo Limited using Webexpenses Invoice Processing, Signifo Limited shall debit, from the balance of unused transaction credit held to the account of the Customer, the applicable processing charge for that invoice as agreed between Signifo Limited and the Customer.
- 6.4 If the transaction credit held to the account of the Customer becomes exhausted, Signifo Limited shall not be obliged to process further invoices until the Customer has purchased sufficient additional transactional credits to meet the cost of processing the invoices submitted.

- 6.5 In the event that the Customer fails to make any payment of the Charges by the due date for payment, Signifo Limited may continue to process invoices submitted by the Customer using Webexpenses Invoice Processing but shall not be obliged to deliver the invoices to the Customer unless and until the Customer has paid those Charges in full.
- 6.6 All transactional credits purchased by the Customer must be used within twelve (12) months of the date of purchase, or, if earlier, until the expiry or termination of the Contract, after which time any unused transaction credits will be forfeited.
- 6.7 The Customer shall send all invoices for processing by means of a pdf file attached to an email message (“the invoice pdf”).
- 6.8 Signifo Limited will use all reasonable endeavours to process each invoice submitted by the Customer using Webexpenses Invoice Processing. If for any reason Signifo Limited is unable to process any given invoice it shall at its discretion forward the invoice pdf either into its own applications or to one of its business partners for processing.
- 6.9 Signifo Limited will use all reasonable endeavours to ensure that each invoice submitted by the Customer is processed accurately in all respects, in both form and content. However, Signifo Limited gives no warranty, promise or representation regarding the accuracy of any invoice and it is the responsibility of the Customer to verify that each invoice is correct using the designated approval process stipulated by Signifo Limited. If any invoice is found to be inaccurate Signifo Limited will reissue it in accordance with the approval process, but under no circumstances will Signifo Limited be liable to the Customer for any financial or other loss, damage, costs or expenses suffered or incurred by the Customer as a result of any inaccuracy in any invoice processed by Signifo Limited.
- 6.10 Signifo Limited will retain all data provided by the Customer in connection with the processing of invoices, together with all back-up copies of such data produced by it for security purposes;
- 6.10.1 for a period of not less than seven (7) years from the date of processing on condition that the Customer maintains its subscription to Webexpenses Invoice Processing; and
- 6.10.2 for a period of not less than sixty (60) days following the effective date of termination of the Contract or (if earlier) the effective date of termination of the Customer’s subscription to Webexpenses Invoice Processing for the purpose of enabling the Customer to recover such data, which it may do on request. If the Customer has made no such request by the end of the said period of sixty days, Signifo Limited may delete such data in full.
- 6.11 Signifo Limited may also use data provided by all Customers in connection with the processing of invoices in order to compile aggregated financial and management information which Signifo Limited is then free to use as it shall think fit from time to time for its own business purposes. However, Signifo Limited undertakes not to identify the Customer directly or indirectly in, or as a source of, such financial or management information, nor to include in such information any data, material or text from which it would be possible in any way to identify the Customer, whether alone or in conjunction with other material or documentation.

7 MAINTENANCE AND SUPPORT

- 7.1 Signifo Limited shall be responsible for all maintenance of and upgrades to the Software which it reasonably considers necessary from time to time for the purpose of ensuring that the Software is compliant in all material respects with the Functional Description. Such maintenance shall comprise the following:

- 7.1.1 planned maintenance to Signifo Limited's' infrastructure used to provide the Software, of which Signifo Limited shall give reasonable notice, and which Signifo Limited shall use reasonable endeavours to undertake outside Business Hours; and
 - 7.1.2 unscheduled essential maintenance to the said infrastructure, of which Signifo Limited shall give to the Customer such notice (if any) as is reasonable in all the circumstances, and which Signifo Limited may carry out or have carried out at any time, provided that Signifo Limited will use reasonable endeavours to cause minimum disruption through the undertaking of such maintenance.
- 7.2 Without limiting the provisions of Clause 7.1 Signifo Limited will use reasonable endeavours to complete all maintenance of the Software within any timescale notified by it to the Customer, and where no such timescale is specified for any programme of maintenance Signifo Limited will undertake that programme as soon as is reasonably practicable in all the circumstances.
- 7.3 To the extent that Signifo Limited is unable on any occasion to undertake any specific programme of maintenance work within any timescale notified to the Customer, Signifo Limited shall use reasonable endeavours to provide a workaround solution, pending completion of the programme of maintenance work, for the purpose of enabling the Customer to continue to use the Software with a level of performance and functionality as near as is reasonably practical to that specified in the Functional Description having regard to all the prevailing circumstances.
- 7.4 Subject to Clause 7.5, in the event of any fault or defect arising or occurring with regard to the Software, Signifo Limited shall provide the following support to the Customer:
 - 7.4.1 access to a Learning and Information Centre;
 - 7.4.2 in the event that the fault or defect cannot be resolved through the use of a Learning and Information Centre, Signifo Limited shall use reasonable endeavours to correct the same in a timely fashion and, to the extent that the same cannot be corrected, will make such adjustments to Webexpenses Invoice Processing as it reasonably considers necessary in order to mitigate or avoid the effects of the bug, error or fault in question;
 - 7.4.3 regular communication from Signifo Limited to the Customer providing information on matters of general interest with respect to the Software and communicating any relevant faults or errors that have been identified; and
 - 7.4.4 the supply of upgrades free of charge, provided that any consultancy or other services requested by the Customer and provided by Signifo Limited in connection with the installation of upgrades shall be charged at Signifo Limited's standard charges from time to time; and
 - 7.4.5 providing the assistance to the Customer set out in Clause 7.8.
- 7.5 Signifo Limited shall only provide the support services referred to in Clause 7.4 if it has agreed to provide such support directly to the Customer and there are no charges or other monies payable by the Customer to Signifo Limited which are due and unpaid. Signifo Limited shall be under no obligation to provide support services if the Customer has entered into an agreement with an Authorised Partner of Signifo Limited for the provision of support.

- 7.6 The Customer shall, without limiting its obligations under Clause 3.1.1, when requesting support or whenever Signifo Limited is in the course of providing support, provide to Signifo Limited in a timely fashion such assistance, co-operation and information as Signifo Limited may reasonably request from time to time in order to enable it to provide support and in particular to diagnose any reported fault or defect.
- 7.7 Signifo Limited shall be under no obligation to provide support to the Customer to the extent that such support is rendered necessary by any of the events, matters or circumstances listed in Clause 4.2. Should Signifo Limited, in its absolute discretion, agree to provide support in such circumstances it reserves the right to charge the Customer for the same in accordance with its standard charges in force from time to time.
- 7.8 In the event that an error in the Software causes any information created or processed by the Software to be inaccurate or incomplete before the Customer is able to detect the inaccuracy or incompleteness, Signifo Limited shall provide reasonable assistance to the Customer in an endeavour to correct or restore such information to the state of accuracy or completeness in which it would have been had the error not occurred, subject to regular and proper data backups having been taken and stored safely by the Customer. Signifo Limited gives no warranty that it will be able to restore the Customer's data.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Customer acknowledges and agrees that Signifo Limited or its licensors own all intellectual property rights in the Software and the Documentation. Except as expressly stated herein, the Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences of any kind in respect of the Software or the Documentation.
- 8.2 Signifo Limited confirms that it has all the rights in relation to the Software and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.

9 CONFIDENTIALITY AND DATA PROTECTION

- 9.1 Each party ("the receiving party") may be given or acquire access to Confidential Information from the other party ("the disclosing party") in order to perform its functions and obligations or exercise its rights, under or in relation to the Contract. For the purposes of this Clause 9 "Confidential Information" shall not include information that:
- 9.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 9.1.2 was directly in the receiving party's possession and at its free disposal before the disclosure;
 - 9.1.3 was lawfully disclosed to the receiving party by a third party lawfully entitled to disclose the same, without any obligation of confidentiality being imposed on the receiving party in respect thereof; or
 - 9.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

- 9.2 Subject to Clause 9.4 each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of the Contract.
- 9.3 The receiving party shall, the provisions of Clause 9.2 notwithstanding, be entitled to disclose Confidential Information of the disclosing party to such of its employees, officers, agents, contractors or professional advisers who have a genuine need to know the same in order to be able to carry out their duties in relation to the Contract (in each case, "a permitted individual"). The receiving party shall make each permitted individual aware of the obligations of confidentiality and non-use contained in this Clause and use reasonable endeavours to ensure that each permitted individual observes and performs these obligations.
- 9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 9.4 it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.5 The Customer acknowledges that details of the Software, and the results of any performance tests of the Software, constitute the Confidential Information of Signifo Limited.
- 9.6 Both parties will comply with the Data Protection Legislation in the exercise of their rights and the performance of their obligations under the Contract. Where either party requires to process personal data of which the other is the controller, that party ("the processor") shall:
- 9.6.1 keep the personal data confidential;
 - 9.6.2 process that personal data solely for the purpose of exercising its rights and performing its obligations under the Contract, provided that the processor shall be permitted to process, use and store the personal data for other purposes where it is required to do so by law;
 - 9.6.3 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, use and storage of personal data and accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might reasonably be expected to result from such unlawful or unauthorised processing, storage, use, loss 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;
 - 9.6.4 use reasonable endeavours to ensure that all of its employees, officers, workers, agents, representatives and sub-contractors and the employees, officers and workers of such agents, representatives and sub-contractors keep the personal data confidential;
 - 9.6.5 not transfer any personal data to a country outside the European Economic Area except to the extent that such transfer is permitted under the Data Protection Legislation;
 - 9.6.6 comply with such other reasonable instructions with respect of processing personal data as the controller may issue from time to time;

- 9.6.7 assist the controller in responding to any request from a data subject to exercise his or her rights under the Data Protection Legislation, and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- 9.6.8 notify the controller without undue delay on becoming aware of a personal data breach or communication which relates to compliance with the Data Protection Legislation;
- 9.6.9 at the written request of the controller delete or return personal data and any copies thereof to controller upon the termination of the Contract save to the extent that the processor is lawfully obliged to retain it; and
- 9.6.10 maintain complete and accurate records and information to demonstrate compliance with this Clause 9.6. The processor agrees that any sub-contractor appointed by it is a third-party processor of personal data under the Contract. The controller undertakes to enter into a written agreement, which incorporates terms which are substantially similar to those set out in this Clause 9.6, with any sub-contractor. The processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

9.7 The above provisions of this Clause 9 shall survive termination of the Contract, however arising.

10 INDEMNITY

10.1 The Customer shall fully indemnify Signifo Limited and keep Signifo Limited fully indemnified from and against any and all actions, claims, demands, costs (including without limitation court costs and reasonable legal fees), expenses, losses, damages or liability suffered or incurred by Signifo Limited and arising out of or in connection with the Customer's use of the Software or Documentation.

10.2 Signifo Limited shall fully indemnify the Customer and keep the Customer fully indemnified from and against any and all actions, claims, demands, costs (including reasonable legal costs), expenses, losses, damages or liability to the extent that the same arises or occurs as the result of any allegation from any third party against the Customer that the use by the Customer of the Software or Documentation infringes any copyright, trade mark or right of confidentiality of that third party.

10.3 The entitlement of either party ("the indemnified party") to an indemnity from the other party ("the indemnifying party") pursuant to Clauses 10.1 or 10.2 shall be conditional upon the following conditions being met:

- 10.3.1 the indemnified party shall notify the indemnity of the relevant allegation ("the Claim") as soon as reasonably practicable and in any event no later than the second Business Day following the day on which the indemnified party first becomes aware of the Claim;

- 10.3.2 the indemnified party shall allow the indemnifying party to have full control of the defence or settlement of the Claim, and shall make no attempt directly or indirectly to settle the Claim; nor enter into any discussion or negotiations with any third party having as their object or intended effect the defence or settlement of the Claim, provided that the indemnifying party shall not settle the Claim on any terms which require the payment of money, or the incurring of any obligation or liability, by the indemnified party, without the express prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
- 10.3.3 the indemnified party shall provide to the indemnifying party in a timely fashion such assistance, co-operation and information as the indemnifying party might reasonably require from time to time in connection with the defence or settlement of the Claim.
- 10.4 In the defence or settlement of the Claim Signifo Limited may procure the right for the Customer to continue using the Software, or replace or modify the Software so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or any other form of redress to the Customer.
- 10.5 In no event shall Signifo Limited, its employees, agents or sub-contractors be liable to the Customer under Clause 10.2 to the extent that the alleged infringement arises as the result of any event, matter or circumstance specified in Clause 4.2.

11 LIMITATION OF LIABILITY

- 11.1 Except as expressly and specifically provided in the Contract.
- 11.1.1 Signifo Limited shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to it by the Customer in connection with the Software, or any actions taken by Signifo Limited at the Customer's discretion;
- 11.1.2 all warranties, representation, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract, and
- 11.1.3 the Software and the Documentation are provided to the Customer on an "as is" basis.
- 11.2 Nothing in the Contract excludes the liability of Signifo Limited:
- 11.2.1 for death or personal injury caused by Signifo Limited's negligence; or
- 11.2.2 for fraud or fraudulent misrepresentation.
- 11.3 Subject to Clause 11.1 and Clause 11.2:
- 11.3.1 Signifo Limited shall not be liable whether in tort, loss of revenue, contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business or of business opportunity, depletion or goodwill or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract and regardless of whether Signifo Limited had notice of the possibility of such losses arising; and

11.3.2 Signifo Limited's total aggregate liability in contract, tort, misrepresentation restitution (in respect of the indemnity at Clause 10.2) or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Charges paid by the Customer for the Software during the 12 months immediately preceding the date on which the event, matter or circumstance giving rise to the liability arose or occurred.

12 TERM AND TERMINATION

12.1 The Contract shall come into effect on the Effective Date and shall continue in force for the Initial Term. The Contract Shall extend for successive periods of 12 months at the end of each Initial Term unless the Client gives at least 90 day's notice prior to the end of the Initial or each extended term.

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

12.2.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than thirty (7) days after being notified in writing to make such payment;

12.2.2 the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five (5) Business Days after receipt of a notice from the terminating party identifying the breach in question and requiring it to be remedied;

12.2.3 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;

12.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

12.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

12.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.2.7 an application is made to court or an order to made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

12.2.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

- 12.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 12.2.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
- 12.2.11 any event occurs, or proceedings is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 12.2.4 to Clause 12.2.10 (inclusive); or
- 12.2.12 the other party suspends or ceases, or in the reasonable opinion of the terminating party is likely to suspend or cease, carrying on all or a substantial part of its business.
- 12.3 The rights of termination contained in Clauses 12.1 and 12.2 may be exercised, at the option of the terminating party, with regard specifically to one or more Modules or with regard to the Contract as a whole. In the event of the termination of the Contract with regard to one or more specified Modules, the Contract shall continue in full force and effect with regard to the remaining Modules.
- 12.4 On termination of the Contract for any reason:
- 12.4.1 all rights granted to the Customer under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Software and the Documentation, save that the Customer shall, for a period of 60 days beginning on the day following the effective date of termination of the Contract as determined in accordance with Clause 12.1, be entitled to download any information, data or materials previously produced or processed using the Software;
- 12.4.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 12.4.3 without limiting the generality of Clause 12.5 to the extent that any monies payable by the Customer to Signifo Limited under the Contract remain due and unpaid as at the effective date of termination, the Customer shall pay the same to Signifo Limited in full, without deduction or set-off, within ten (10) Business Days; and
- 12.5 Termination of the Contract, however arising, shall not affect or prejudice any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

13 FORCE MAJEURE

- 13.1 Signifo Limited shall have no liability to the Customer under the Contract for any failure to perform, or delay in performing, any of its obligations under the Contract to the extent that such delay or failure is caused by any event, matter or circumstance beyond its reasonable control.

14 VARIATION

- 14.1 No variation of the Contract shall be effective unless it is in writing and signed by an authorised signatory of each of the parties.

15 WAIVER

- 15.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16 RIGHTS AND REMEDIES

- 16.1 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

17 SEVERANCE

- 17.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18 ENTIRE AGREEMENT

- 18.1 The Contract constitutes the entire agreement between the parties regarding, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to, its subject matter.
- 18.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty that is not incorporated into the Contract by way of express provision.
- 18.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 18.4 Nothing in this Clause 18 shall limit or exclude the liability of either party for fraud or for fraudulent misrepresentation.

19 ASSIGNMENT

- 19.1 The Customer shall not, without the prior written consent of Signifo Limited, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 19.2 Signifo Limited may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

20 NO PARTNERSHIP OR AGENCY

- 20.1 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21 THIRD PARTY RIGHTS

- 21.1 The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22 NOTICES

- 22.1 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand (including by means of courier service) or sent by pre-paid first class post to the other party at its address set out in the heading to the Contract, or such other address as may have been notified by that party for such purposes, or sent by electronic mail to such address of the other party as each party shall notify to the other from time to time.

- 22.2 Subject to Clause 22.3 any notice served in accordance with Clause 22.1 shall be deemed to have been given at the following respective times:

22.2.1 in the case of a notice given by hand, on the day of delivery;

22.2.2 in the case of a notice delivered by post, on the third Business Day after the date of posting (as evidenced by the relevant postmark); and

22.2.3 in the case of a notice sent by electronic mail, at the date and time on which the notice is sent (as evidenced by the date and time at which it is received into the recipient's Inbox).

- 22.3 Where, pursuant to the provisions of Clause 22.2 a notice would be deemed to have been given on a day which is not a Business Day or where the actual time of receipt of a notice is later than 16:00 hours local time, that notice shall be deemed to have been given on the next following Business Day.

- 22.4 It shall be sufficient in proving service that the notice was correctly addressed to the recipient and, as the case may be, either delivered, committed to the post or sent.

23 GOVERNING LAW AND JURISDICTION

- 23.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23.2 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 or its subject matter or formation (including non-contractual disputes or claims).

24 PUBLICITY

24.1 Signifo Limited may make any public comment about this agreement including naming the Customer as a user of the Webexpenses Invoice Processing service.