

GENERAL TERMS

1. CONTRACT STRUCTURE

- 1.1 These General Terms set out the terms and conditions on which Hazy will supply and licence the Software and provide any implementation and other related services (as applicable). These General Terms, together with the Order Form, our Acceptable Use Policy, the Data Processing Terms and Data Processing Details (if any), form the Agreement between Hazy and Customer. Copies of Hazy's Acceptable Use Policy and Data Processing Terms can be found at: <https://hazy.com/>.
- 1.2 The definitions and rules of interpretation set out in Clause 24 shall apply in the Agreement.

2. LICENCE

- 2.1 Hazy grants to Customer a non-exclusive, non-sublicensable, non-transferable licence to install and use the Software at the Installation Site for the Permitted Purpose and otherwise on the terms of the Agreement for the Licence Term.
- 2.2 Customer may:
- 2.2.1 make such back-up copies of the Software as are reasonably necessary for its business continuity purposes;
- 2.2.2 install (and keep installed) the Software at one back-up site in the same territory as the Installation Site ("**Back-up Site**") during the Licence Term provided Customer has given Hazy at least five (5) days' prior written notice of the relevant site and of any change of site from time to time;
- 2.2.3 if and to the extent Customer is prevented from using the Software at the Installation Site due to circumstances beyond Customer's reasonable control, use the Software at the Back-up Site, provided that such use of the Software does not exceed an aggregate period of sixty (60) days per calendar year during the Licence Term; and
- 2.2.4 for the purposes of testing Customer's disaster recovery and business continuity arrangements, use the Software installed at the Back-up Site for such reasonable period of time (not exceeding one (1) week per calendar year during the Licence Term) as is necessary to complete Customer's disaster recovery and business continuity testing.
- 2.3 Customer shall: record the number and location of all copies of the Software and take steps to prevent unauthorised copying; notify Hazy in writing as soon as it becomes aware of any actual or suspected unauthorised installation, copying or use of the Software (including any installation or use in excess of the licence scope and restrictions); ensure that the back-up copies and Back-up Site remain under Customer's direct ownership and control; and promptly notify Hazy when Customer's temporary use of the Software at the back-up site begins and ends.
- 2.4 Customer shall be permitted to use the Software in machine-readable object code form only.

3. DELIVERY AND INSTALLATION

- 3.1 Subject to Customer complying with its obligations under Clause 3.2, to the extent it has been agreed that Hazy will perform or assist installation of the Software, Hazy shall commence and use reasonable endeavours to complete installation of the Software (or the relevant Update, new module or Upgrade, as the context requires) in the Installation Environment at the Installation Site (or Back-Up site where Clause 2.2.3 applies) on the Installation Date(s), and shall confirm to Customer when the installation is complete.
- 3.2 Customer shall:
- 3.2.1 ensure the Installation Environment is safe, secure, prepared, available and otherwise suitable for the installation of the Software and at least meets the Minimum Requirements;
- 3.2.2 notify Hazy a reasonable period prior to the Installation Date of any relevant health and safety or access policies or requirements relating to the Installation Site; and
- 3.2.3 ensure Hazy is provided in a timely manner with all necessary access to the Installation Site and Installation Environment;
- 3.2.4 appoint and make available one or more suitably trained, qualified and experienced members of its personnel to supervise and support installation of the Software; and
- 3.2.5 at all times cooperate with and promptly provide all reasonably requested information and assistance to Hazy in connection with the installation and configuration of the Software.
- 3.3 The risk in any tangible media on which the Software is delivered shall pass on delivery.

4. USER MANUAL

Hazy shall provide or make available to Customer the User Manual. The User Manual shall be updated by Hazy from time to time in such manner as Hazy considers appropriate. Where updates to the User Manual are made available online at <https://docs.hazy.com> or such other location as Hazy may communicate to Customer, Hazy shall not be obliged to provide updated hard copy versions of the User Manual, which shall be deemed to incorporate the online updates from the date on which they are made available.

5. CUSTOMER OBLIGATIONS

- 5.1 Customer shall:
- 5.1.1 use the Software: (a) only for the Permitted Purpose and in accordance with the Licence Restrictions and Acceptable Use Policy; and (b) in accordance with the User Manual;
- 5.1.2 pay, for broadening the scope of the licences granted under the Agreement to cover any unauthorised use, an amount equal to the fees which Hazy would have levied (in accordance with its normal commercial terms then current) had it

licensed any such unauthorised use on the date when such use commenced, together with interest at the rate provided for in Clause 8.4, from such date to the date of payment;

- 5.1.3 not permit any person other than an Authorised User to access or use the Software;
 - 5.1.4 implement appropriate technical and organisational measures (including as required by Data Protection Law) so as to minimise or remove any need for Hazy to be given access to or process Customer Personal Data in the performance of its obligations under the Agreement; and
 - 5.1.5 not sub-licence, assign, novate, lease, resell, distribute or otherwise deal in or encumber the Software.
- 5.2 Except as expressly permitted under the Agreement or by applicable law, Customer shall not (and shall not permit any third party to): use, copy, modify, adapt, correct errors, or create derivative works from, the Software or User Manual; or decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software.

6. WARRANTY AND SUPPORT

- 6.1 Hazy warrants that the Software shall operate materially in accordance with the Specification, when used in accordance with the Agreement, for a period of at least thirty (30) days commencing on and from the Effective Date (the “**Warranty Period**”).
- 6.2 If there is a breach of the warranty in Clause 6.1, provided Customer notifies Hazy in writing within the Warranty Period and cooperates with and provides all information and assistance reasonably necessary to enable Hazy to reproduce any errors, observe any defects and undertake relevant root cause analysis, Hazy shall, at its option:
- 6.2.1 repair any Defects in the Software within a reasonable time;
 - 6.2.2 replace the Software; or
 - 6.2.3 promptly terminate the Agreement by notice in writing to Customer and refund any prepaid Licence Fees (less a reasonable sum in respect of Customer’s use of the Software to the date of termination) on return or, at Hazy’s election, permanent and secure deletion or destruction, by Customer of the Software and User Manual and all copies thereof.
- 6.3 The warranty in Clause 6.1 is subject to and conditional on Customer complying with its obligations under, and using the Software in accordance with, the Agreement. The warranty shall not apply where any error or defect in the Software arises as a result of any Excluded Event.
- 6.4 Hazy shall provide support to Customer relating to the Software as set out in this Clause 6.4 for so long as the version thereof in use by Customer is generally supported by Hazy. Hazy shall:
- 6.4.1 provide the Support Service set out in this Clause 6.4 during Business Hours (9:00am to 5:30pm on a Business Day) with reasonable skill and care;
 - 6.4.2 respond to an email request for support in relation to a Defect or a reasonable question relating to the

use of the Software received from Customer within one (1) clear Business Day of receiving the request;

- 6.4.3 respond to a request received from Customer for telephone or video conference call support in relation to a Defect, or a reasonable question relating to the use of the Software, within two (2) clear Business Days of receiving the request for support or question; and
 - 6.4.4 use reasonable endeavours to resolve any Defect notified to Hazy as soon as reasonably possible.
- 6.5 Hazy shall not be required to provide support in relation to an Excluded Event. Customer shall pay Hazy’s reasonable costs and expenses incurred in investigating an Excluded Event in connection with a Customer support request at the rates set out in the Rate Card.
- 6.6 All support provided by Hazy in excess of the Included Support Hours shall be chargeable in addition:
- 6.6.1 where such support is provided remotely by email, telephone, video conference or other electronic communication means, at the Additional Support Rate; or
 - 6.6.2 where support is provided other than pursuant to Clause 6.6.1, in accordance with the rates set out in the Rate Card.
- 6.7 Customer shall be entitled to receive Updates to the Software at no additional fee.
- 6.8 Where it is agreed Hazy will install an Update (or, where agreed pursuant to Clause 8.5, any new module(s) or Upgrades, as the context requires), the parties (acting reasonably) shall agree the target date for the installation in writing. Such date(s) shall comprise the “Installation Date(s)” in respect of the relevant Updates and Upgrades pursuant to Clause 3, and the parties shall comply with their respective obligations under Clause 3 in respect of the installation of the Updates and Upgrades.
- 6.9 Hazy shall be entitled to require, by giving not less than three (3) months’ prior written notice to Customer (such notice not to expire before the end of the first 12 months of the Licence Term), not more than once in any twelve (12) month period during the Licence Term, an Upgrade be accepted and implemented by Customer.
- 6.10 Hazy does not guarantee that use of the Software will be error-free or uninterrupted, or that Hazy will correct all errors in the Software.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Except as expressly stated herein, the Agreement does not grant Customer any rights to, under or in, any Intellectual Property Rights or licences in respect of the Software, the User Manual or the services provided under the Agreement.
- 7.2 The Intellectual Property Rights in the Software and User Manual, in any developments of or enhancements to the Software or services (including where created during the provision of services to Customer), and in any feedback or improvements suggested by Customer or its representatives in respect of software, products or services provided by Hazy are, and shall remain, the property of Hazy and its third party licensors. Customer shall do, and execute or arrange for the doing and

executing of, each necessary act, document and thing that Hazy may consider necessary or desirable to perfect the right, title and interest of Hazy and its third party licensors in and to the Intellectual Property Rights in the Software, services and User Manual.

7.3 To the extent Customer provides any ideas, feedback or suggestions regarding the Software and any of Hazy's other products or services ("**Feedback**") to Hazy, Customer assigns all ownership, right, title and interest in and to such Feedback to Hazy and acknowledges that Hazy may freely use and otherwise in any way exploit such Feedback without payment of any royalties or other consideration to Customer.

7.4 The Intellectual Property Rights in:

7.4.1 the trained generator model output by the Software used by Customer to generate synthetic data, which includes the random seed, noise file and generator configuration file; and

7.4.2 the data generated by the Software for Customer, are owned by Customer.

7.5 Subject to Clauses 7.6 and 7.8, Hazy shall:

7.5.1 defend at its own expense any claim brought against Customer by any third party alleging that Customer's use of the Software infringes any copyright, database right or registered trademark, registered design right or registered patent in the United Kingdom (an "**IP Claim**"); and

7.5.2 pay all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

7.6 Hazy's obligations under Clause 7.5 are conditional on Customer:

7.6.1 upon becoming aware of any actual or threatened IP Claim, promptly notifying Hazy and providing full written particulars of the IP Claim to Hazy;

7.6.2 making no comment or admission, agreement or compromise in relation to the IP Claim without Hazy's prior written consent (such consent not to be unreasonably withheld or delayed) and taking no action that may adversely affect Hazy's ability to defend or settle the IP Claim;

7.6.3 cooperating with, providing all information, access and assistance reasonably required by Hazy, and taking such action to avoid, dispute, compromise or defend the Claim as may be reasonably requested by Hazy, subject to Hazy paying Customer's reasonable costs; and

7.6.4 giving Hazy sole authority to defend or settle the IP Claim as Hazy considers appropriate.

7.7 If the Software is, or Hazy considers it is likely to become, subject to an IP Claim, Hazy may at its option:

7.7.1 obtain the right for Customer to continue to use Software; or

7.7.2 replace or modify the Software (or the part of it subject to the IP Claim) so that it becomes non-infringing without materially affecting the functionality of Software set out in the Specification; or

7.7.3 terminate the Agreement by notice in writing to Customer and refund any prepaid Licence Fees (less a reasonable sum in respect of Customer's use of the Software to the date of termination) on return or, at Hazy's election, permanent and secure deletion or destruction, by Customer of the Software and User Manual and all copies thereof.

7.8 Hazy shall have no liability or obligation under this Clause 7 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from any breach by Customer of the Agreement or any Excluded Event.

7.9 Subject to Clause 10.1, the provisions of this Clause 7 set out Customer's sole and exclusive remedy (howsoever arising, whether in contract, tort (including negligence) or otherwise) in respect of IP Claims.

8. PAYMENT

8.1 Customer shall pay to Hazy:

8.1.1 the Licence Fee, Service Fees and any other charges set out in the Order Form or otherwise payable pursuant to the Agreement, or agreed between the parties in writing to be payable, to Hazy; and

8.1.2 all travel, lodging or subsistence and related costs and expenses incurred by Hazy in connection with the installation of the Software, and/or the provision of any training or Support Services in person, at the Installation Site or any Back-up Site or other Customer premises.

8.2 Hazy shall invoice Customer by email. Customer shall pay each invoice in accordance with the payment terms specified in the Order Form or, in the absence of such specification, within fourteen (14) calendar days after the date of the invoice.

8.3 All sums payable under the Agreement are exclusive of VAT and any use, sales or similar taxes which shall be charged to and paid by Customer at the rate and in the manner prescribed by law.

8.4 Hazy shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment, whether before or after judgment.

8.5 Hazy may make available to Customer, and Customer may elect to purchase, a licence of additional Software modules or Upgrades which Hazy makes available to its customers from time to time. The provision of such additional Software, and the additional Licence Fees payable in relation thereto, shall be agreed by the parties in writing as a variation to the Agreement.

8.6 Hazy may adjust the Licence Fee(s) and rates set out in the Rate Card with effect from the commencement of a Renewal Term by a percentage equal to not more than the Permitted Increase. Hazy shall give Customer at least forty-five (45) days' notice in writing of proposed changes to the Licence Fee(s).

9. RECORDS AND AUDIT

9.1 Customer shall allow and procure for Hazy (and any authorised representatives of Hazy) effective access to its

premises, records, equipment and personnel, including to inspect the equipment on which the Software is installed and to audit (and take copies of) the relevant records (including error and defect reports) of Customer (and any permitted sub-licensees), to the extent necessary to verify that the installation, access to and use of the Software is in accordance with the Agreement.

9.2 Unless otherwise agreed in writing, the inspection referred to in Clause 9.1 shall be undertaken:

9.2.1 during Customer's normal business hours on Business Days;

9.2.2 subject to the provision by Hazy of a minimum of ten (10) Business Days' notice; and

9.2.3 not more than two (2) times in any calendar year during the Licence Term.

9.3 The audit and inspection referred to in Clause 9.1 may be undertaken by way of:

9.3.1 physical attendance at any premises where Customer (or any person to whom use of the Software is sub-licensed) locates its computer equipment; or

9.3.2 remote network access (if possible).

9.4 Customer shall, at its own cost, cooperate with, and provide all reasonable assistance and information to Hazy in connection with any inspection or audit undertaken under this Clause 9. Hazy shall use reasonable endeavours to minimise disruption to Customer's business and shall comply with Customer's reasonable directions relating to the safeguarding of the confidentiality of Customer's Confidential Information.

9.5 The provisions of this Clause 9 shall survive termination or expiry of the Agreement for a period of 12 months.

10. LIMITATION OF LIABILITY

10.1 Notwithstanding any other provision of the Agreement, neither party's liability shall be limited in any way in respect of the following:

10.1.1 death or personal injury caused by negligence;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 any other losses which cannot be excluded or limited by applicable law.

10.2 Subject to Clause 10.1, Hazy shall not be liable for consequential, indirect or special losses or damages or for any of the following (whether direct or indirect):

10.2.1 loss of profit;

10.2.2 loss or corruption of data;

10.2.3 loss or corruption of software or systems;

10.2.4 loss or damage to equipment;

10.2.5 loss of use;

10.2.6 loss of production;

10.2.7 loss of contract or revenue;

10.2.8 loss of opportunity;

10.2.9 loss of savings, discount or rebate (whether actual or anticipated); and/or

10.2.10 harm to reputation or loss of goodwill.

10.3 Subject to Clause 10.1, Hazy's total aggregate liability howsoever arising under or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise shall not exceed an amount equal to the total Licence Fees paid or payable by Customer in the relevant Contract Year in which the claim is made.

11. INSURANCE

11.1 Each party shall take out and maintain (and on reasonable request evidence to the other party that it has in place) appropriate insurance policies with reputable insurers to insure in accordance with good industry practice against the risks and liabilities to which it is subject under or in connection with the Agreement.

12. TERMINATION

12.1 Either party may terminate the Agreement at any time by giving notice in writing to the other party if:

12.1.1 the other party commits a material breach of the Agreement and such breach is not remediable;

12.1.2 the other party commits a material breach of the Agreement which is not remedied within twenty (20) Business Days of receiving written notice of such breach; or

12.1.3 the other party has failed to pay any amount due under the Agreement by the due date and such amount remains unpaid within thirty (30) calendar days after the other party has received notification that the payment is overdue.

12.2 Any breach by Customer of Clauses 5.1.1(a), 5.1.5 or 5.2 shall be deemed a material breach of the Agreement which is not remediable.

12.3 Hazy may terminate the Agreement at any time by giving notice in writing to Customer if Customer:

12.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

12.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Hazy reasonably believes that to be the case;

12.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

12.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

12.3.5 has a resolution passed for its winding up;

12.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

12.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within five (5) Business Days of that procedure being commenced

12.3.8 has a freezing order made against it;

- 12.3.9 is subject to any recovery or attempted recovery of items supplied to it by a Hazy retaining title to those items;
- 12.3.10 is subject to any events or circumstances analogous to those in Clauses 12.3.1 to 12.3.9 in any jurisdiction; and/or
- 12.3.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in Clauses 12.3.1 to 12.3.10 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 12.4 The right of Hazy to terminate the Agreement pursuant to Clause 12.3 shall not apply to the extent that any relevant procedure is entered into solely for the purpose of a solvent amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Agreement.
- 12.5 Without prejudice to its right to terminate (whether during or after any period of suspension), where Hazy has the right to terminate the Agreement under Clauses 12.1 or 12.3 it may in its absolute discretion, and without liability to Customer, suspend: (a) performance of its obligations under the Agreement; and/or (b) the licence of the Software under Clause 2, by giving written notice to Customer.

13. CONSEQUENCES OF TERMINATION

- 13.1 Immediately on termination or expiry of the Agreement (for any reason), the licences and rights granted by Hazy shall terminate and Customer shall (and shall procure that each sub-licensee shall):
- 13.1.1 stop using and uninstall the Software; and
- 13.1.2 destroy and delete or, if requested by Hazy, return all copies of the User Manual and the Software.
- 13.2 Customer is responsible for backing up its data, shall ensure that it backs up its data regularly and extracts all its data from the Software prior to the termination or expiry of the Agreement. Hazy shall not be obliged to provide Customer with any assistance extracting or recovering data whether during or after the Licence Term.
- 13.3 Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of the Agreement that is expressly or by implication intended to continue beyond termination, including this Clause 13 and Clauses 7.2, 10 and 16.

14. DATA PROTECTION

- 14.1 If and to the extent Hazy is provided with access to, or required to process, Customer Personal Data in connection with the performance of its obligations under the Agreement, except to the extent expressly otherwise agreed by the parties in writing, the parties shall comply with their respective obligations under the Data Processing Terms. A copy of the Data Processing Terms can be found at <https://hazy.com/>.

15. CONFIDENTIALITY

- 15.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the disclosing party, disclose, copy or modify the Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under the Agreement.
- 15.2 Each party undertakes to:
- 15.2.1 disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Agreement; and
- 15.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this Clause 15.
- 15.3 The receiving party shall give notice to the disclosing party of any unauthorised misuse, disclosure, theft or loss of the disclosing party's Confidential Information immediately upon becoming aware of the same.
- 15.4 The provisions of this Clause 15 shall not apply to information which:
- 15.4.1 is or comes into the public domain through no fault of Customer, its officers, employees, agents or contractors;
- 15.4.2 is lawfully received by Customer from a third party free of any obligation of confidence at the time of its disclosure;
- 15.4.3 is independently developed by Customer, without access to or use of such information; or
- 15.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that Customer, where possible, notifies Hazy at the earliest opportunity before making any disclosure.
- 15.5 The obligations under this Clause 15 shall survive the termination or expiry of the Agreement for a period of five (5) years.

16. DISPUTE RESOLUTION

- 16.1 Each party shall appoint a representative to represent it in relation to the Agreement ("**Representative**") and shall notify its nominated Representative to the other party within thirty (30) days after the Effective Date. A party may change its Representative by giving written notice to the other party.
- 16.2 Any dispute arising between the parties out of or in connection with the Agreement shall be dealt with in accordance with the provisions of this Clause 16.
- 16.3 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 16.4 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 16.4.1 Within five (5) Business Days of service of the notice, the Representatives of the parties shall

meet to discuss the dispute and attempt to resolve it.

16.4.2 If the dispute has not been resolved within five (5) Business Days of the first meeting of the Representatives, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within seven (7) days to discuss the dispute and attempt to resolve it.

16.4.3 The specific format for the resolution of the dispute under Clause 16.4.1 and, if necessary, Clause 16.4.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

16.5 Until the parties have completed the steps referred to in Clause 16.4, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration, except that either party may at any time seek urgent interim relief from the courts.

17. FORCE MAJEURE

17.1 If either party is delayed or prevented from performing its obligations under the Agreement by a Force Majeure Event, such party shall:

17.1.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

17.1.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under the Agreement; and

17.1.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

17.2 If either party is unable to carry out any of its obligations under the Agreement due to a Force Majeure Event, the Agreement shall remain in effect but the obligations in question (and the other party's corresponding obligations, if any, under the Agreement) shall be suspended for so long as the Force Majeure Event continues.

18. NOTICES

18.1 Any notice given by a party under the Agreement shall be:

18.1.1 in writing and in English;

18.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

18.1.3 properly addressed and sent to the other party's Representative at the contact address set out in the Order Form; and

18.1.4 if sent by email, dispatched as a pdf attachment to an email to the correct contact email address set out in the Order Form.

18.2 Notices may be given, and are deemed received:

18.2.1 by email: 9.00 am on the first Business Day after sending;

18.2.2 by hand: on receipt of a signature, at the time of delivery (provided delivery is between 9.00am and 5.30pm on a Business Day, otherwise delivery will be deemed to occur at 9.00am on the next Business Day);

18.2.3 by prepaid, Royal Mail Signed For 1st Class or other prepaid next working day postal service providing proof of delivery: at 9.00 am on the second Business Day after posting; and

18.2.4 by prepaid Royal Mail International Tracked & Signed or Royal Mail International Signed post (or a substantially equivalent delivery service in a jurisdiction outside the United Kingdom): at 9.00 am on the fourth Business Day after posting.

18.3 Any change to the contact details of a party as set out in the Order Form shall be notified to the other party in accordance with Clause 18.1 and shall be effective:

18.3.1 on the date specified in the notice as being the date of such change; or

18.3.2 if no date is so specified, five (5) Business Days after the notice is deemed to be received.

18.4 This Clause 18 does not apply to notices given in legal proceedings or arbitration.

19. ANNOUNCEMENTS

19.1 Each party shall have the right to publicly announce the entering into the Agreement with the other.

19.2 Subject to Clause 19.1, no announcement or other public disclosure concerning any of the matters contained in the Agreement shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any recognised investment exchange) or any other authority of competent jurisdiction.

20. WARRANTIES

20.1 Each party warrants and represents to the other party that it has all necessary corporate power and authority to enter into and perform its obligations under the Agreement.

21. ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral. To the extent permitted by applicable law: there are no conditions, warranties, representations or other terms (including as to merchantability or fitness for a particular purpose), express or implied, that are binding on Hazy except as specifically stated in this Agreement; and any condition, warranty, representation or other term concerning the performance of the Software or the services which might otherwise be implied into or incorporated in the Agreement, whether by statute, common law or otherwise, is hereby excluded.

21.2 Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement.

21.3 Nothing in the Agreement shall limit or exclude any liability for fraud.

22. GENERAL

22.1 No variation of the Agreement shall be valid or effective unless it is in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.

22.2 Each party shall comply with all applicable laws and shall maintain such consents, permissions, permits, authorisations and approvals as required from time to time to perform their obligations under or in connection with the Agreement.

22.3 Without prejudice to the generality of Clause 22.2, the parties shall comply with all applicable laws, rules, and regulations governing export of goods and information that apply to the Software and the User Manual, and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Software or the User Manual to any country for which an export licence or other approval is required, without first obtaining such licence or other approval. Customer shall be solely responsible for ensuring its access, importation or use of the Software or User Manual in or into any part of the territory complies with all export laws.

22.4 The parties are independent and are not partners or principal and agent and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

22.5 Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement (and any documents referred to in it).

22.6 Each party shall pay all sums that it owes to the other party under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by applicable law.

22.7 Hazy may assign, transfer or subcontract any or all of its rights and obligations under the Agreement, provided prior written notice is given to Customer.

22.8 Subject to Clause 22.7, neither party shall assign, subcontract, transfer, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement (including the licence rights granted), in whole or in part, without the other party's prior written consent (not to be unreasonably withheld or delayed).

22.9 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected. If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

22.10 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under the Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy. A waiver of any term, provision, condition or breach of the Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

22.11 A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

23. GOVERNING LAW AND JURISDICTION

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

23.2 Subject to Clause 16, the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).

24. DEFINITIONS AND INTERPRETATION

24.1 The following definitions and rules of interpretation shall apply in the Agreement:

this "**Agreement**" means this agreement comprising the Order Form, the Acceptable Use Policy, the Data Processing Terms and Data Processing Details (if any), and these General Terms;

"**Acceptable Use Policy**" means Hazy's acceptable use policy as set out at <https://hazy.com/>;

"**Additional Support Rate**" means the rate for the provision of additional remote support set out in the One-Time Services (Professional Services Hours) section of the Order Form;

"**Authorised User**" means an employee or Individual Contractor of Customer entitled to use the Software as a user within the scope of the Licence Restrictions and otherwise in accordance with the Agreement;

"**Business Day**" means a day other than a Saturday, Sunday or bank or public holiday in England;

"**Confidential Information**" means all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Software, the User Manual and any other technical or operational specifications or data relating to the Software shall be part of Hazy's Confidential Information;

"**Contract Year**" means a twelve (12) month period during the Licence Term commencing on the Effective Date or an anniversary of the Effective Date (or, if earlier, the date of termination or expiry of the Agreement);

“**Customer**” or “**you**” means the entity identified as Customer in the relevant Order Form;

“**Customer Personal Data**” means any Personal Data provided or made available by or on behalf of Customer to Hazy;

“**Data Processing Details**” means the data processing details agreed and documented in accordance with the Appendix to the Data Processing Terms (or as may otherwise be recorded by the parties in writing), as updated from time to time by written agreement of the parties;

“**Data Processing Terms**” means the data processing terms set out at <https://hazy.com/> (and/or such other terms relating to the processing of personal data as the parties may specifically agree in the Order Form as supplemental to, or in replacement of, those data processing terms).

“**Defect**” means a material failure of the Software to function in substantial conformity with the Specification;

“**DP Law**” means any applicable law relating to the processing, privacy or use of Personal Data, as applicable to Hazy, Customer and/ or the services provided by Hazy under the Agreement;

“**Excluded Event**” means any:

- (a) use of the Software by Customer other than in accordance with the Agreement (including any failure to follow the User Manual);
- (b) installation or use of the Software other than for the purposes for which it is intended;
- (c) negligent use of the Software by Customer;
- (d) modification or alteration of the Software without the prior written consent of Hazy;
- (e) installation, combination or use by Customer of the Software on equipment or with any other software or other elements not: specified in the Agreement as being compatible with the Software; approved by Hazy in writing; or in accordance with Hazy’s written instructions;
- (f) attempted repair, rectification or maintenance of the Software by any person other than Hazy;
- (g) failure to install any Update recommended and made available by Hazy within three (3) months of such Update being made available; or
- (h) issue arising in connection with materials, specifications or data (other than data intended to be processed as part of the Software functionality) provided by or on behalf of Customer;

“**Force Majeure Event**” means, in relation to a party, any circumstance beyond the party’s reasonable control that hinders, delays or prevents that party from performing any of its obligations under the Agreement;

“**General Terms**” means these terms and conditions;

“**Hazy**” means Hazy Limited, a company incorporated in England and Wales under number 10804708 whose registered office is at 84 Cannon Street, Shrewsbury, United Kingdom, SY2 5HF;

“**Implementation Plan**” means, where the initial installation of the Software is to be undertaken or assisted by Hazy, the document setting out the plan and / or timetable relating to such implementation, as agreed by the parties in writing;

“**Individual Contractor**” means an individual specifically engaged by Customer to carry out functions similar to those carried out by its full-time employees who work under a similar level of supervision and control by Customer;

“**Initial Term**” means the period commencing on the Effective Date specified as the Licence Initial Term in the Order Form;

“**Installation Date**” means:

- (a) in relation to the initial installation by or assisted by Hazy of the Software, the date specified as the initial installation date for the Software in the Implementation Plan or as otherwise agreed in writing by the parties; and
- (b) in relation to the installation by Hazy of an Update or Upgrade, the date agreed pursuant to Clause 6.8;

“**Installation Environment**” means Customer’s information technology systems on which the Software will be installed;

“**Installation Site**” means Customer’s premises at which the Software will be installed as specified in the Order Form or in the Implementation Plan, or as otherwise agreed in writing by the parties (and in the absence of such agreement shall mean Customer’s registered office in the United Kingdom);

“**Intellectual Property Rights**” means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing;

“**Licence Fees**” means the fees payable by Customer in respect of the licence(s) granted under the Agreement, as specified in the Order Form;

“**Licence Restrictions**” means the additional Software scope, access, user number and other usage restrictions and limitations specified in the Software Licence and/or Licence Scope sections of, or otherwise referenced in, the Order Form;

“**Licence Term**” means, subject to termination at an earlier date by operation of law or in accordance with Clause 6.2.3, 7.7.3 or 12 of the General Terms, the period from the Effective Date until expiry of the Initial Term or the last Renewal Term;

“**Minimum Requirements**” means the minimum system requirements for the Software as set out at <https://hazy.com/>;

“**Order Form**” means the order form entered into between the parties setting out inter alia details of the Software to

be licenced to, and Licence Fees payable by, Customer under the Agreement;

“**parties**” means Hazy and Customer, and “**party**” shall be construed accordingly;

“**Permitted Increase**” means the permitted increase in the charges set out in the Order Form or, if none is specified, the percentage increase in the Consumer Prices Index during the previous 12 months plus 2%;

“**Permitted Purpose**” means the use of the Software to generate synthetic data for: (a) Customer’s internal business purposes; (b) evaluation and use by Customer’s prospective and appointed service providers for the purposes of evaluation and provision of services to or on behalf of Customer; and (c) any other purposes specified as Permitted Purposes in the Order Form, but excluding any use of the Software for commercial exploitation purposes;

“**Personal Data**” and “**processing**” have the meanings given to those terms in DP Laws, and related terms such as “**process**” shall have corresponding meanings;

“**Rate Card**” means Hazy’s current standard rate card as set out at <https://docs.hazy.com/legal.html>, as updated from time to time;

“**Renewal Term**” means a period of 12 months beginning on the date falling after the end of the immediately preceding Initial Term or Renewal Term, as the context requires;

“**Representatives**” has the meaning given to it in Clause 16;

“**Software**” means the proprietary synthetic data generation software platform of Hazy and the relevant modules thereto listed in the Software Licences Section of the Order Form (together with any additional modules or Upgrades agreed by Hazy in writing to be licenced to Customer under the Agreement), and all Updates to that Software made available by Hazy under the Agreement;

“**Service Fees**” means any fees payable by Customer under the Agreement in respect of services provided by or on behalf of Hazy;

“**Specification**” means the specification for the Software available at <https://docs.hazy.com/legal.html> or such other location as Hazy may notify from time to time, as updated from time to time;

“**Support Service**” means the support services relating to the Software set out in Clause 6.4;

“**Update**” means a further release of any part of the Software made generally available by or on behalf of Hazy from time to time to correct defects, improve performance or modify architecture, technology or functionality, which does not constitute an Upgrade;

“**Upgrade**” means any development, enhancement, upgrade, or other modification to the Software (or any element of it) which materially enhances its functionality and is generally made available by or on behalf of Hazy;

“**User Manual**” means:

- (a) the online set of documentation made available by Hazy at <https://docs.hazy.com/legal.html>, or such

other location as Hazy may notify from time to time, containing instructions on how to use the Software and detailing any specific user requirements or restrictions relating to the Software; and

- (b) any help files supplied with the Software (including any Update or Upgrade); and

“**VAT**” means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

24.2 In the Agreement:

24.2.1 the table of contents, and the Section, Clause, paragraph, Appendix or other headings are included for convenience only and shall have no effect on interpretation;

24.2.2 unless otherwise specified, a reference to a Section is to a section of the Order Form; a reference to a Clause is to a clause of these General Terms or the Data Processing Terms (as the context requires); and a reference to an Appendix is to an appendix to the Data Processing Terms;

24.2.3 a reference to a ‘party’ includes that party’s successors and permitted assigns;

24.2.4 words in the singular include the plural and vice versa;

24.2.5 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

24.2.6 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form;

24.2.7 a reference to legislation, except where the contrary is stated or the context otherwise requires, includes:

- (a) any amendment, extension, re-enactment, replacement or consolidation of it for the time being in force; and
- (b) all subordinate legislation made under it; and

24.2.8 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

24.3 If there is a conflict or inconsistency between the terms and conditions set out in these General Terms, the Data Processing Terms, the Acceptable Use Policy and/or the Order Form, the following order of precedence shall apply to the extent of the conflict or inconsistency: (1) Order Form; (2) Data Processing Terms; (3) these General Terms; then (4) the Acceptable Use Policy