

## 1. ARTESIAN TERMS OF SERVICE

1.1. **Welcome.** Thank you for signing up to Artesian. We will provide you with access to the Services specified in the Order Form.

1.2. **Terms.** These term and conditions ("Terms") (together with the Order Form (as defined below) and all other documents referred to herein) tell you the terms and conditions on which you make use of the Services. Please read these Terms carefully before you sign up to our Services.

1.3. **Agreement.** By signing up to our Service, you agree to these Terms on behalf of the company, business or organisation you represent. These Terms and the Order Form shall together, constitute the "Agreement" between us.

## 2. DEFINITIONS AND INTERPRETATION

2.1. The following shall govern the construction and interpretation of these Terms:

2.1.1. references to statutory provisions include those statutory provisions as amended, supplemented or re-enacted;

2.1.2. a reference to a "party" is a reference to a party to this Agreement (the 'Party') and shall include a reference to that party's successors in title, permitted assignees and transferees (if any);

2.1.3. the words "including", "includes", "include", "in particular" or any similar words are illustrative only, and do not limit the general application of the related words which precede them;

2.1.4. if any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the other provisions of this Agreement which will remain in full force and effect;

2.1.5. the performance by Artesian of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship, joint venture; or partnership between the Parties;

2.1.6. this Agreement are drafted in the English language and if this Agreement are translated into any other language, the English language version shall prevail; and

2.1.7. the headings in this Agreement and the schedules are for ease of reference only and shall not be used for interpretation in any way.

2.2. The following definitions shall have the following meanings in these Terms:

**Applicable Law:** in relation to each Party; the laws, rules, regulations, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy guideline or case law from time to time having the force of law in any country in which a Party does business and which relates to receipt and use the services and the provision of its products which are supported by the Services.

**Artesian:** means Artesian Solutions Limited, trading as FullCircl (registered number: 05667880), a company whose registered office is at: 2 Winnersh Fields, Gazelle Close, Wokingham, Berkshire RG41 5QS, or such other Artesian Group Company which will be providing the Services, as set out in the Order Form.

**Artesian Group Company:** DueDil Limited, (registered number: 06999618), a company whose registered office is at: 2 Winnersh Fields, Gazelle Close, Wokingham, Berkshire RG41 5QS and W2 Global Data Solutions Limited, (registered number: 07669978), a company whose registered office is at: 2 Winnersh Fields, Gazelle Close, Wokingham, Berkshire RG41 5QS.

**Authorised User:** any employee of the Client or an approved Client contractor authorised by the Client to access and use the Services (wholly or in part), using their own User Login provided by Artesian.

**Business Day:** a day other than a Saturday, Sunday or Public Holiday in England.

**Client:** the client identified in the Order Form.

**Client Data:** means any data (including personal data) provided by or on behalf of the Client to Artesian in connection with the Services.

**Client Group Company:** means and includes each and any subsidiary or holding company of the Client from time to time and any subsidiary from time to time of a holding company of that company as listed in an Order Form or as may be added subsequently with the express written consent of Artesian.

**Client Personal Data:** means any personal data which Artesian processes in connection with this Agreement, in the capacity of a processor on behalf of the Client. Client Quota: as defined in clause 4.3.

**Commencement Date:** the start date for commencement of the Services as set out in the Order Form.

**Confidential Information:** all confidential information (however recorded or preserved) disclosed by or on behalf of a party to the other party and/ or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services to the extent such individuals need to know the confidential information in question (the 'Representatives') in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

**Data Protection Legislation:** all legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data including, without limitation, all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, together with the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party. The terms controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures shall be as defined in the Data Protection Legislation.

**Data Provider:** a third party supplier to Artesian and any Artesian Group Company whose services, data, information, software or other material is supplied as part of the Services.

**Deliverables:** those outputs, agreed by the Parties to constitute Deliverables, arising from the provision of the Services provided solely to the Client including Output Data.

**Documentation:** all documentation provided by Artesian relating to the use and operation of the Services, whether provided in paper or electronic form or both.

**Effective Date:** the date upon which this Agreement comes into force (which is the date that the Order Form is signed by both parties).

**Extended Term:** Following expiry of the Initial Term, the agreement between the Parties will auto renew for additional periods specified on the Order Form, or if no period is specified on the Order Form for additional periods of 12 months. Such additional period following expiry of the Initial Term is the Extended Term.

**Fees:** the fees (including if applicable, the Transaction Fees) payable by the Client for use of the Services, as set out in the Order Form, and any agreed amendments added after the Effective Date. Fees are quoted exclusive of, and the Client shall pay, VAT at the applicable rate.

**Force Majeure:** circumstances outside the reasonable control of the Party affected. Such circumstances include:

- I. exceptional weather (or any of its effects, such as a flood);
- II. fire or explosion;
- III. network failures including malicious acts of third parties;
- IV. war or civil disorder;
- V. industrial disputes other than those by Artesian employees, contractors or agents; or
- VI. acts of government.

**Initial Term:** the term as stated in the Order Form.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Materials:** any hardware, Software or Documentation supplied by Artesian under this Agreement.

**Output Data:** the data or information, in whatever form, provided by Artesian to the Client in the course of providing the Services.

**Overages:** any additional checks or searches carried out by Artesian on behalf of the Client which exceed the Client Quota, as set out in an Order Form.

**Permitted Use:** the legitimate internal business use of the Services by the Client for the following purposes, including but not limited to: identification, verification, acquisition and onboarding of customers, risk assessment, detection and prevention of criminal activity, money laundering, terrorism financing, and fraud and, only in the event that affordability services are purchased by the Client, then also customer safeguarding.

**Records:** means reasonable and appropriate records pertaining strictly and solely to the provision of the Services.

**Security Feature:** any security feature including any User Login, key, username, PIN, password, token or smartcard.

**Service Levels:** the client support and Services maintenance details are included with in the Service Level Agreement ('SLA') provided with a relevant Order Form.

**Services:** the services provided by Artesian and Artesian Group Companies delivered via a Web Application and/ or Application Programming Interface ('API') available to be used by the Client, as identified in an Order Form.

**Software:** any software provided by Artesian to enable the Services to be used including the release of any generally available upgrades and enhancements.

**Standard Hours:** 09:00 to 17:00 GMT Monday to Friday, excluding Public Holidays in England.

**System:** the system or platform upon which Artesian provides the Services to the Client.

**Term:** the Initial Term together with any Extended Term as applicable.

**Territory:** as stated in an Order Form.

**Third Party Data:** any data or content provided by a third party via a subscription that the Client's Authorised Users access through the Services.

**Transaction Fees:** the transactional fees set out in an Order Form.

**User Login:** a unique identifier allocated by Artesian to an Authorised User enabling the Authorised User to access and use the Services.

### 3. COMMENCEMENT AND TERM

3.1. This Agreement shall commence on the Effective Date and unless terminated earlier in accordance with clause 15 of this Agreement shall continue for the Initial Term and shall automatically extend for the Extended Term at the end of the Initial Term and at the end of each Extended Term.

3.2. If there is any inconsistency between any of the provisions in an Order Form and this Agreement, the provisions of the Order Form shall prevail.

3.3. Artesian may, in its sole discretion, agree to provide the Client with access to the live Services or a production environment at any time before the Commencement Date.

#### **4. SERVICES**

4.1. Artesian shall provide the Services identified in the Order Form, in line with the Documentation and in accordance with the Service Levels.

4.2. Artesian grants to the Client a non-exclusive, non-transferable, personal, non-sublicensable, revocable license to use the Services and the Deliverables for the Permitted Use only during the Term in the Territory, subject to and in accordance with the terms of this Agreement.

4.3. The Order Form specifies the Client's allocated number of Authorised User licences, and may also specify the allocated quota of documents, checks or calls to the API ('Client Quota').

4.3.1. Each document or call within the Client Quota shall be deemed non-exchangeable and non-refundable.

4.3.2. Upon expiry of the Initial term or any Extended Term, any unused Client Quota will lapse.

4.3.3. Fair Use. Where the number of calls to the API is 'unlimited' your use of the API is governed by our Fair Use Policy, which is up to 10 million calls per month, and a rate limit of 30 calls per second. Otherwise, the number of calls to the API will be restricted to the limits referred to in the Order Form.

4.4. If the Client gives notice to Artesian that it wishes any Client Group Company to benefit from the Services under this Agreement:

4.4.1. Such Client Group Company shall only use the Services for the Permitted Purpose;

4.4.2. such Client Group Company shall comply with the terms of this Agreement as if they were a party to it (in the capacity of Client); and

4.4.3. the Client shall be liable for the actions and/or omissions of each Client Group Company in respect of this Agreement as if they were its own actions and/or omissions.

4.5. The Services do not include on-site services, change requests or training which are all available at additional cost.

4.6. Subject to compliance with Artesian's privacy and data protection policies, which are

updated from time to time and can be accessed at the following URL: <https://www.fullcircl.com/privacy-centre/data-privacy>, in respect of Client Personal Data, Artesian may at any time:

4.6.1. change the Services or the ways in which they are provided in order to comply with Applicable Law or any security requirement; and/ or

4.6.2. change, upgrade or modify the Services provided that such changes are not material changes and Artesian shall give as much prior written notice to the Client as it is reasonably able to give, and any such change by Artesian shall not need to be agreed under the change control procedure in clause 7.

4.7. Artesian undertakes to provide the Services with reasonable skill and care. This undertaking does not apply to the extent of any non-conformance which is caused by the Client's use of the Services in a manner contrary to Artesian's instructions, or any modification or alteration of the Services by anybody other than Artesian or anyone authorised by Artesian. If the Services do not conform with this undertaking, Artesian will use reasonable endeavours to correct such non-conformance within a reasonable period of time. Such correction constitutes the Client's only remedy for breach of the undertaking set out in this clause 4.7.

4.8. The Client acknowledges that in order for Artesian to provide the Services, Artesian engages with Data Providers and the Deliverables may therefore be generated by one or more Data Providers in conjunction with Artesian. The Client further acknowledges that the relevant Data Provider retains control and ownership of the form and content of the Output Data (other than Client Data) and may alter the format in which the Output Data is provided from time to time.

4.9. Artesian shall give to the Client such advance notice as it is reasonably able to give if it believes that an agreement between Artesian and a Data Provider is likely to be terminated or varied to the extent that a Data Provider is no longer going to be able to provide the relevant Services in whole or in part. Artesian will use reasonable endeavours to select a replacement Data Provider and/ or vary the terms applicable to the provision of the Services. If Artesian, having used all reasonable efforts, is unable to procure a replacement Data Provider or if the Client will not agree to the variation of this Agreement then Artesian may terminate this Agreement or the provision of the relevant Services without further liability to Artesian.

4.10. The Client acknowledges that the Output Data may be of United States of America origin and subject to United States of America export jurisdiction. Any export and/ or use of Output Data and Services outside of the United States of America, and compliance with corresponding laws, Nation State regulations, taxes, and tariffs, are the sole responsibility of the Client. The Client shall not provide access to the Output Data or Services to any individuals or entities identified on United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. The Client shall not take any action which would place Artesian or a Data Provider in a position of non-compliance with any such economic sanctions laws.

## **5. CLIENT RESPONSIBILITIES**

5.1. The Client shall:

5.1.1. provide Artesian with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be reasonably required by Artesian in order to provide the Services;

5.1.2. comply at all times with all Applicable Laws with respect to its activities under this Agreement;

5.1.3. be solely responsible for the installation, operation, and maintenance of its own information technology infrastructure and system hardware as may be required in order to enable the Services and other requirements of this Agreement to be fulfilled;

5.1.4. be solely responsible for procuring, maintaining and securing its network connections and telecommunications links and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;

5.1.5. take all reasonable steps to prevent harm being caused to Artesian's network when accessing the Services;

5.1.6. not at any time supply or make available all or any part of any of the System, the Software, Deliverables or the Documentation to any third party (except a Client Group Company to the extent that Client is expressly permitted to do so by this Agreement);

5.1.7. only use the Services for the Permitted Use and shall not engage in any business involving the supply of any Output Data, or any information derived from any Output Data to any other person;

5.1.8. limit access to the Services to the Authorised Users who shall use the Services and the Documentation only in accordance with this Agreement. The Client may replace Authorised Users at any time, provided that, if a maximum number of Authorised Users in specified in the Order Form, the maximum number of Authorised Users at any time is not exceeded;

5.1.9. take, and ensure that all Authorised Users take all necessary security measures in relation to User Logins and ensure that User Login details are not shared with any other party, including any employee of the Client, an approved Client contractor or any third party. If Artesian does become aware that a User Login has been shared, Artesian may charge the Client additional Fees. Artesian will not be liable for any loss of, or unauthorised disclosure or use of any User Logins;

5.1.10. obtain any necessary licence required for the Client's Authorised Users to access and use any Third Party Data, and comply with the terms of any licence relating to Third Party Data;

5.1.11. be responsible for all use made of the Services, System and/ or Software, Documentation and Deliverables by any of Client's Authorised Users or any of Client's other officers, directors, employees, agents or contractors;

5.1.12. not make any (and ensure that no Authorised User makes any) fraudulent, negligent or unauthorised use of the Services, Documentation, System or the Deliverables;

5.1.13. not access all or any part of the Services or the Materials in order to build or assist others to build a product or service which competes with the Services;

5.1.14. have no right to copy, adapt, reverse engineer, decompile, modify, attempt to reconstruct, permit the relevant System or Software to be combined with any other programs or discover any source code or underlying algorithms in whole or in part except as permitted by law;

5.1.15. only make copies of the Output Data and the Documentation to the extent reasonably necessary for the purposes of using the Services, back-up, mirroring, security, disaster recovery, testing, compliance with Applicable Laws and audit requirements in accordance with clause 10.3;

5.1.16. encrypt all Output Data delivered via the API during transmission or when at rest (including when stored on backup media), and such encryption methods must meet one of the following minimum encryption requirements:

5.1.16.1. Advanced Encryption Standard (AES), minimum 128-bit key; or

5.1.16.2. Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms;

5.1.17. not use (or permit the use of) personal devices (not provided by the Client) including personal computers, hard drives, portable or removable data storage equipment or media (including but not limited to personal laptops, zip drives, tapes, disks, CDs, DVDs, software, and code) or any public PCs or PC kiosks to store and/ or access the Services. The provisions of this clause 5.1.17 shall not be applicable in respect of Client personnel working from home, however in such circumstances, the Client agrees that it has in place with its personnel adequate signed working from home security policies to protect data (which would include by the nature of its wording, third party data e.g. Output Data) that are no less onerous than the protections the Client would put in place to protect its own data;

5.1.18. take appropriate measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Output Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of the Output Data that are no less onerous than the protections the Client would put in place to protect its own data;

5.1.19. not do anything which would reasonably be expected to damage the reputation of Artesian, the Data Providers or the Services, including by way of using the Services or the Deliverables (wholly or in part) in any manner which is pornographic, racist or that incites religious hatred or violence; and

5.1.20. not resell or seek to resell the Services or any part of the Services to any third party without the prior written agreement of Artesian.

5.2. The Client shall indemnify Artesian (on behalf of itself and the Data Providers) and keep Artesian indemnified against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Artesian or any Data Provider arising out of or in connection with any breach by the Client of clause 5.1.

5.3. If the Client becomes aware of any misuse of any Deliverables, the System or the Services or any security breach in connection with this Agreement that would reasonably be expected to compromise the security or integrity of the Output Data, the Software or the System or otherwise adversely affect Artesian or any Data Provider or if the Client learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person:

5.3.1. the Client shall, at the Client's expense, promptly notify Artesian and fully co-operate with Artesian to remedy the issue as soon as reasonably practicable; and

5.3.2. Artesian may suspend the Client's rights under this Agreement until the misuse or security breach or unauthorised disclosure of the Security Feature is remedied.

5.4. The Client agrees to co-operate with Artesian's reasonable security investigations.

5.5. Artesian may change any Security Feature on reasonable notice to the Client if it reasonably considers that such changes are required for security reasons.

5.6. The Client agrees that it is responsible for taking prudent measures to minimise the disruption and loss caused by business interruption including producing and maintaining business continuity and disaster recovery plan relating to the Client's business, facilities and other suppliers and securing business interruption insurance or other insurance necessary for the Client's protection.

5.7. The Client acknowledges that the Deliverables and Services are provided to support the Client's own processes and agrees that no person should be denied service or access based solely on Output Data or results provided by the Services or have negative inferences drawn about them solely by reason of them being linked to others. The Client agrees to indemnify, defend and hold harmless Artesian and the Data Providers for any claim arising from any such denial of service or access.

## **6. FEES AND PAYMENTS**

6.1. The Client agrees to pay the Fees for access to the Services and any Overages in accordance with this Agreement. 6.2. Unless otherwise specified in the Order Form and subject to clause 6.3 below, the Fees are invoiced and payable on an annual basis in advance.

6.3. If applicable, Transaction Fees and any Overages will be invoiced on the last day of the month for usage during that month.

6.4. Fees are payable by electronic fund transfer to an account nominated by Artesian, or by credit card after receipt of an invoice from Artesian. During the Initial Term or Extended Term, if applicable, the Client must pay for all Authorised User licences ordered, whether or not such Authorised User licences are actively used or not.

6.5. If an approved Purchase Order is required by the Client this must be received by Artesian before the Commencement Date of the Initial Term or any Extended Term.

6.6. If Artesian has not received payment within 30 days of the date of an invoice and without prejudice to any other rights and remedies available to Artesian: (a) Artesian may, without any liability to the Client, suspend or temporarily disable all or part of the Client's access to the Services and Artesian will be under no obligation to provide any access to the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank PLC at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.7. All Fees stated or referred to in this Agreement: (a) are payable in the currency specified in the Order Form; and (b) are exclusive of value added tax ("VAT"), unless otherwise expressly stated, which shall be paid at the same time as payment of the Fees.

6.8. The Client may add additional Authorised Users by contacting the Client's Artesian contact. Unless otherwise agreed, the addition of Authorised Users will be subject to the payment of additional Fees by the Client and this Agreement. The Fees payable for each additional Authorised User will be the then current, generally applicable Authorised User fee. Additional Authorised Users added during an Initial Term or Extended Term, if applicable, will be invoiced on a pro-rata basis from the date of the invoice to the end of the Initial term or Extended Term. All pricing terms are confidential, and the Client must not disclose them to any third party.

6.9. If the Client believes an invoice is incorrect, the Client must contact Artesian in writing within 10 days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

6.10. Any other Fees payable by the Client for other services provided will be charged on an as-quoted basis.

6.11. On the end date of an Initial term or Extended Term, Fees are subject to change to reflect Artesian's investments in product innovation, third party costs to serve and general price inflation.

6.12. The Client must provide Artesian with complete and accurate billing and contact

information. This information includes the Client's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and contract administrator (if any). The Client agrees to update this information within 30 days of any change. If the contact information provided is false or fraudulent, Artesian may immediately terminate the Client's access to the Services in addition to any other legal remedies Artesian may have.

## **7. CHANGE CONTROL**

7.1. If either Party wishes to change the Services or the terms on which they are provided it shall submit details of the requested change to the other in writing.

7.2. Artesian shall, within a reasonable time provide a written estimate of the impact of the proposed Change, including on any timetable for performance, the terms of this Agreement and any impact on the Fees.

7.3. If both Parties consent to a proposed Change, the Change shall be made only after this Agreement has been varied in accordance with clause 23.

## **8. COMPLIANCE WITH RELEVANT REQUIREMENTS**

8.1. The Parties shall comply with all Applicable Laws, statutes, regulations, and codes.

8.2. The Client acknowledges that a search 'footprint' may be placed on a data subject's file after any search. The Client must inform any data subject of the fact that a search is to be carried out.

8.3. Artesian is required to report the details of the usage of the Output Data of each Data Provider to those Data Providers and such details can include the identity of the persons searched and the name of the Client.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1. The Client acknowledges that all Intellectual Property Rights in the Output Data (other than Client Data), the Documentation, the System and the Software used by Artesian in the delivery of the Services are the property of Artesian or its licensors, as the case may be. The Client shall have no rights in or to the Output Data (other than Client Data), the Documentation, the System and the Software other than the right to use them in accordance with the express terms of this Agreement.

9.2. The Client or its licensors shall retain full ownership of the Intellectual Property Rights in the Client Data.

9.3. During the term of this Agreement:

9.3.1. Artesian grants to the Client a non-exclusive, non-transferable and revocable licence to use Output Data (other than Client Data), the Documentation, the Systems and the Software solely for the Permitted Use; and

9.3.2. the Client grants to Artesian a non-exclusive, non-transferable and revocable licence to use its Intellectual Property Rights in so far as it is reasonably required by Artesian in connection with the provision of the Services.

9.4. Except as expressly stated, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered and including trademarks of the Data Providers), or any other rights or licences in respect of the Documentation.

## **10. AUDIT**

10.1. The Client shall allow Artesian and the Data Providers (and any of their respective professional advisers) to access on reasonable notice any of Artesian's premises, personnel and relevant records (including the ability to make copies) as may be reasonably required in order to undertake verification of the Client's compliance with this Agreement and the Client shall give all reasonable co-operation, access and assistance in relation to each audit.

10.2. If the audit identifies a default by the Client or there are reasonable grounds for Artesian (or any Data Provider) to reasonably suspect a default, then without prejudice to any other rights or remedies available:

10.2.1. the Client shall take all necessary steps to rectify such default and comply with its obligations; and

10.2.2. Artesian may suspend the Services or, if the breach is material, terminate this Agreement in accordance with clause 15.3.1.

10.3. The Client shall comply with its obligations as set out in any Applicable Laws, in relation to record keeping. The Client shall not be obliged to retain any such records for longer than may be required by any Applicable Law unless otherwise agreed, and the default retention period shall be six (6) years after the date of creation of the record or whatever legal or regulatory minimum applies for any particular class of records.

10.4. Such audit rights shall continue for three years after termination of this Agreement.

10.5. Audit access by any third party advisors or the Data Providers shall be subject to such advisor or Data Provider agreeing confidentiality obligations equivalent to those in clause 13 in respect of the information obtained, provided that all information obtained may be disclosed or otherwise accessed.

## **11. WARRANTIES, LIABILITY & INDEMNITY**

11.1. Artesian warrants that it has the right to license the receipt and use of Output Data and Materials in accordance with this Agreement.

11.2. Each party warrants to the other that it has the requisite power and authority to enter into this Agreement. 11.3. Subject to clause 11.4, Artesian will use all reasonable endeavours to ensure that the Output Data is accurate.

11.4. Artesian makes reasonable commercial efforts to ensure the Output Data accessible through the Services is up to date and accurate. However, because Artesian obtains Output Data from a number of different sources Artesian does not endorse, support, represent, warrant or guarantee the completeness, truthfulness, accuracy, or reliability of any Output Data accessed or accessible using the Services. Should the Client have any concerns about inaccurate or incorrect Output Data the Client should contact Artesian at [support@fullcircl.com](mailto:support@fullcircl.com) and Artesian will use its reasonable endeavours to pass such concern onto the appropriate third party provider. The Client understands that by using the Services, it may be exposed to Output Data that might be inaccurate or deceptive. Under no circumstances (save as required by law) will Artesian be liable in any way for any Output Data accessed, or any loss or damage of any kind incurred as a result of the accessing by the Client of the Services.

11.5. Artesian does not warrant that the supply of the Output Data or access to the Services will be uninterrupted or error free.

11.6. Output Data accessed through use of the Services is not intended to amount to advice on which the Client should rely and is not intended to be used as the sole basis for any business decision.

11.7. Except as expressly provided in this Agreement, all representations, conditions and warranties whether express or implied (by statute or otherwise) are hereby excluded to the fullest extent permitted by law.

11.8. The Client acknowledges that it is in the best position to ascertain any likely loss it may suffer in connection with this Agreement and that the provisions of this clause 11 are reasonable in these circumstances.

11.9. Nothing in this Agreement shall exclude or limit either Party's liability at any time under or in connection with this Agreement for:

11.9.1. fraud or fraudulent misrepresentation by a party or that of its employees or agents or sub-contractors;

11.9.2. death or personal injury caused by negligence for which that Party is liable;

11.9.3. a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

11.9.4. any matter in respect of which it would be unlawful for the Parties to exclude liability for respectively;

11.9.5. any other loss or liability which cannot be excluded or limited by law;

11.9.6. the Client's liability to pay Fees and any Overages; or

11.9.7. the Client's obligation or requirement to meet any of the Client's obligations to any third party. 11.10. Subject to clause 11.9, neither Party shall be liable whether in contract (including under any indemnity), tort (including for negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

11.10.1. loss of profits;

11.10.2. loss of customers;

11.10.3. loss of business or business opportunity;

11.10.4. damage to goodwill and/or reputation;

11.10.5. and without prejudice to the obligations in Schedule 3, loss of data; and/ or

11.10.6. special, indirect or consequential damage or loss;

arising in connection with this Agreement. 11.11. Subject to clause 11.9, each Party's liability under or arising in respect of this Agreement (whether in contract (including under any indemnity), tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise) is limited to the total Fees including any Overages paid by the Client under this Agreement in the 12 months preceding the date on which the case of action first arose.

11.12. The Client shall indemnify and hold Artesian, its licensors and each such party's parent organisations, subsidiaries, affiliates, officers, directors, employees, contractors and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) arising out of or in connection with: (a) a claim alleging that the Client's use of the Services infringes the rights of, or has caused harm to a third party; (b) a claim, which if true, would constitute a violation by the Client of your representations and warranties; or (c) a claim arising from the breach by the Client of this Agreement.

11.13. The Client acknowledges that each Data Provider to Artesian has the benefit of and may enforce the exclusions and limitations set out in this clause 11, as if the provisions of this clause 11 were set out in full in this Agreement and each reference to Artesian were replaced by that Data Provider (as the case may be).

## **12. DISPUTE RESOLUTION**

12.1. If any dispute arises in connection with this Agreement, the Parties shall, within 20 Business Days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute. If the dispute remains unresolved, it will be escalated to the Managing Directors/ CEOs of the Parties.

12.2. If the Parties fail to agree a settlement within 20 Business Days of the referral of the matter to the Managing Directors/CEOs either Party shall have the option of commencing litigation in the courts.

12.3. This dispute resolution clause shall not prevent either Party from applying at any time to the court for interim or injunctive relief.

12.4. The Parties agree that the existence of a dispute, any efforts or proceedings to resolve a dispute, whether informal or formal, and any rulings or decisions, will be held in confidence and that any proceedings under this clause 12 will be treated as compromise and settlement negotiations under applicable evidence rules and will be governed as Confidential Information.

## **13. CONFIDENTIALITY**

13.1. Each Party shall:

13.1.1. keep confidential and shall not make available or disclose the Confidential Information of the other party to any third party;

13.1.2. only make or permit any use of Confidential Information of the other party for the lawful and legitimate purposes of this Agreement;

13.1.3. ensure that the Confidential Information of the other Party is only made available or disclosed to and used by trusted and reliable members of staff when and to the extent required for the legitimate purposes of this Agreement;

13.1.4. take all reasonable steps to ensure that any Confidential Information belonging to the other party is treated as valuable confidential information by every person to whom it is disclosed; and

13.1.5. obtain from each of its subcontractors, suppliers, and advisors to whom it may or shall provide Confidential Information belonging to the other Party a confidentiality agreement which ensures the same degree of confidentiality, mutatis mutandis, as under this Agreement.

13.2. Each Party may disclose Confidential Information belonging to the other Party if and only if the Confidential Information is required to be disclosed by judicial, administrative, governmental or regulatory process under any Applicable Law provided that the Party required to make disclosure shall give notice to the other Party as soon as it may reasonably apprehend that there may be a requirement to disclose Confidential Information belonging to the other Party so as to enable the Party that owns the Confidential Information to take advice and seek relief from such disclosure or other measures to protect the confidentiality of the Confidential Information.

13.3. Each Party shall immediately inform the other Party in the event that it becomes aware that the confidentiality of the other Party's Confidential Information may have been compromised.

13.4. Where any unauthorised person has become aware of or into possession of Confidential Information belonging to either Party the other Party shall provide such reasonable assistance as is required to regain the confidentiality of Confidential Information and mitigate any harm, loss or damage.

13.5. Without prejudice to any other rights or remedies that they may have, the Parties acknowledge damages may not be an adequate remedy for any breach this clause 13 and that equitable relief including injunctive relief may be appropriate for any such breach.

13.6. These provisions relating to Confidential Information shall not apply to any Confidential Information which is:

13.6.1. or becomes commonly known within the public domain other than by breach of this Agreement;

13.6.2. obtained from a third party who is lawfully authorised to disclose such information free from any obligation of confidentiality; and

13.6.3. already in the possession of the receiving party without obligation of confidence at the time first disclosed by the disclosing party, provided that these exceptions to the obligations in this clause 13 shall not apply to any Client Personal Data.

13.7. The Parties acknowledge and consent to Artesian reporting to Data Providers the name of the Client and the number of queries screened in the course of providing the Services, but not its nature, such information being used by the Data Provider to (i) follow market trends and allocate its resources (e.g. technical or human) accordingly; and (ii) verify the relevant usage of the Output Data and the payments due and payable to the Data Provider in this respect. The Data Provider shall not disclose such information to any third party, other than to members of its group companies, or use them for any other purpose whatsoever and Artesian shall use its reasonable endeavours to procure that Data Providers will treat this information as Confidential Information. 13.8. The provisions of this clause 13 shall survive the termination of this Agreement.

## **14. DATA PROTECTION**

Each Party agrees to be bound by and to comply with the provisions of Artesian's privacy and data protection policies, which are updated from time to time and can be accessed at the following URL: <https://www.fullcircl.com/privacy-centre/data-privacy>.

## **15. TERMINATION**

15.1. Either party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

15.2. Artesian may terminate this Agreement in respect of the Services (wholly or in part) on written notice to the Client at any time it reasonably determines that the provision of the Services in question has become unlawful.

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

15.3.1. commits a material breach of any term of this Agreement where the breach is irremediable;

15.3.2. commits a material breach of any term of this Agreement where the breach is remediable, and that party fails to remedy that breach within a period of 15 days after being given notice to do so;

15.3.3. takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or, if the step or action is taken in another jurisdiction, in connection with an analogous procedure in the relevant jurisdiction;

15.3.4. suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

15.3.5. suffers its financial position to deteriorate to such an extent that in the terminating Party's reasonable opinion the other Party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy; or

15.3.6. be in breach of any regulatory requirements and/or the Party giving notice has been directed by a formal and binding direction by any regulator to terminate the provision or use of the Services.

15.4. Without affecting any other right or remedy available to it, Artesian may terminate this Agreement with immediate effect by giving written notice to the Client if the Client brings Artesian or a Data Provider into disrepute, or if Artesian receives notice from a Data Provider or other third party that the Client's use of the Services breaches the Data Provider's or other third party's Intellectual Property Rights.

## **16. CONSEQUENCES OF TERMINATION**

16.1. On termination or expiry of this Agreement, the following provisions shall apply:

16.1.1. the Client's use of the Services, Software, and Documentation shall terminate with immediate effect except that, subject to the Client having paid all Fees, Overages and charges outstanding at and resulting from termination (whether or not due at the date of termination), the Client shall have limited access to the System following termination to download any Output Data from Services provided before termination. Such access shall be for no longer than one month following which time Artesian may delete all such Output Data from its System. Alternatively, Artesian may provide a digital file of such Output Data (in such format as the Parties may agree) subject to the Client paying Artesian's reasonable costs of doing so;

16.1.2. any accrued rights or liabilities of any of the Parties under this Agreement will remain and will not be discharged;

16.1.3. termination shall be without prejudice to the rights and obligations under this Agreement that is stated to remain in force following termination; and

16.1.4. pay the Fees and any Overages.

16.2. If the Client wishes to instruct Artesian to provide any other works or services to assist the Client following expiry or termination of this Agreement, including any storage or other instruction in relation to Output Data or Confidential Information, such works or services shall be subject to a separate fee agreed between the Parties.

16.3. On expiry or termination, the Client shall return or destroy any data provided as part of the Services.

## **17. FORCE MAJEURE**

17.1. Neither Party shall be liable for any delay or failure in performing its obligations under this Agreement as a result of reason of a Force Majeure Event provided that it:

17.1.1. informs the other Party as soon as possible of the event, giving full details in writing of its expected effect or duration; and

17.1.2. takes all reasonable steps to resume performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event and demonstrates this to the other Party on request.

17.2. If the Force Majeure Event continues for more than 30 days, this Agreement may be terminated at the option of the Party not affected by the Force Majeure Event without any liability to the other Party as a result of exercising the right of termination. 17.3. This clause 17 shall not apply to the Client's liability to pay the Fees and any Overages.

## **18. ASSIGNMENT AND SUBCONTRACTING**

18.1. Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

18.2. Artesian may sub-contract its liabilities, obligations and responsibilities in relation to the Service to any appropriate sub-contractor as required, including to any Data Provider.

18.3. No party shall be relieved of any of its obligations under this Agreement by any subcontracting of its obligations and any act, error or omission of a Party's subcontractor shall be deemed to be an act, error or omission of that Party.

## **19. WAIVER**

19.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **20. PUBLICITY AND ANNOUNCEMENTS**

20.1. Subject to clause 20.2 and 20.3, neither Party shall refer to the other Party directly or indirectly in any statement, media release or public announcement without prior written consent from the other Party. Such consent shall be in the absolute discretion of the party from whom it is required but shall not be unreasonably withheld or delayed.

20.2. The Client accepts that Artesian shall, at its sole discretion and within the first 60 days following the Effective Date, request the Client to review in good faith a press release (in any format or medium chosen by Artesian) announcing the engagement between the Parties. The Client's written consent shall be obtained prior to any publication of said press release, which shall not be unreasonably withheld or delayed by the Client.

20.3. Either party shall be entitled to include the other Party's name in its client/ supplier list and may identify them as its client/ supplier (as the case may be) in its business presentations, promotional and marketing materials without obtaining the other party's prior consent. 20.4. The provisions of this clause 20 shall survive the termination of this Agreement.

## **21. NOTICE**

21.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or recorded delivery post to the other party at its registered office, or such other addresses as may have been notified by that party for such purpose, or by the e-mail address as set out in an Order Form.

21.2. A correctly addressed notice:

21.2.1. delivered by hand shall be deemed to have been received when delivered;

21.2.2. sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received 2 Business Days from the date of posting;

21.2.3. in the case of registered airmail, 5 Business Days from the date of posting;

21.2.4. sent by email shall be deemed to have been received at the date of sending.

For all methods of notice, if delivery is not in Standard Hours, it shall be at 9 am on the first Business Day following delivery. 21.3. This clause 21 does not apply to the service of any proceedings or other documents in

any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, writing shall include e-mail.

## **22. ENTIRE AGREEMENT**

22.1. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

22.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

22.3. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

22.4. If any provisions (or part of a provision) of this Agreement are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

22.5. Nothing in this Agreement 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 of or on behalf of or otherwise 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).

## **23. VARIATION**

23.1. Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## **24. THIRD-PARTY RIGHTS**

24.1. Except as specified elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

24.2. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

## **25. GOVERNING LAW AND JURISDICTION**

25.1. This Agreement 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.

25.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).