

SERVICE TERMS AND CONDITIONS

These Service Terms and Conditions (“Terms and Conditions”) are published by F Stack Limited (trading as Fundstack) whose registered office is at 25 Easton Street, Unit 25.03, London, WC1X 0DS (“Company”) and are effective from March 1st 2019 (the “Effective Date”).

By logging into your Fundstack account you agree to be bound by these Terms & Conditions unless your organization has a separate SaaS Services Agreement in effect with us, in which event the terms of that SaaS Services Agreement will govern your use of the Service and these Terms and Conditions do not apply.

You are deemed to have agreed on behalf of any entity for whom you use the Service. You warrant that You have the authority to act on behalf of any person or entity for whom You are using the Service.

1. Definitions

1.1. The following words and expressions shall have the following meanings:

"Authorised User"	any of Your employees who access the Service;
"Business Day"	each day which is not a Saturday or Sunday or a bank or public holiday in England;
"Confidential Information"	all information and materials provided by one party to another under or in relation to these Terms and Conditions which are marked confidential or is manifestly by its nature confidential;
"Contract Year"	each 12 month period beginning on the Effective Date;
"Company Content"	all data, information and material owned by or licensed to Company and comprised within the Service, but excluding Customer Data;
"Customer"	"You"
"Customer Data"	all data, information and material input or uploaded to the Service or transmitted through the Service by the Customer and/or any Authorised User, including Personal Data;
"Data Protection Legislation"	the General Data Protection Regulations 2016, the Data Protection Act 2018 and any other legislation relating to the processing of personal data;
"Intellectual Property Rights"	patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and

industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action);

"Order Form"	the Order Form to which You agree when buying users either on the Fundstack platform or in a separate document;
"Service"	The provision of access to the Fundstack fund management software platform (the "Services");
"Service Capacity"	the number of Authorised Users set out on the Order Form or additional users that were added later which will be prorated in line with the Service Fees;
"Service Fees"	the fees set out in the Order Form;
"Software"	any software owned by or licensed to the Company and which forms part of, or is used in the provision the Service.
Services	The provision of access to the Fundstack fund management software platform (the "Services").
You	If You are entering into these Terms and Conditions on behalf of a company, organization or another legal entity You refers to that entity and where the context permits You refers to an Authorised User of the Service.

1.2 In these Terms and Conditions:

- (a) words in the singular include the plural;
- (b) reference to a person includes a legal person (such as a limited company) as well as a natural person;
- (c) clause headings are for convenience only and shall not affect the construction of these Terms and Conditions;
- (d) reference to "**including**" or any similar terms in these Terms and Conditions shall be treated as being by way of example and shall not limit the general applicability of any preceding words; and
- (e) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation.

2. Provision of Service

2.1 Following the Effective Date, and subject to the terms of these Terms and Conditions as well as the Order Form, the Company will provide You with the Service and comply with the provisions of Exhibit A and Exhibit B.

3. Grant of licence and scope of authorised use

3.1 Subject to full payment of the applicable Services Fees and the other provisions of these Terms and Conditions, You are granted a non-transferable, non-exclusive licence, for the term as specified on the Order Form and including any automatic renewal, to access and use the Service within the Service Capacity. Without prejudice to clause 3.2, You may not sub-license the right to access and/or use the Service to any third party. All rights in and to the Service, (including the Company Content but excluding Customer Data) and Software are reserved to the Company.

3.2 Only You and the Authorised Users are licensed to access and use the Service and solely for Your internal business purposes.

3.3 You will not, directly or indirectly:

(a) except to the extent permitted by law, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or the Software;

(b) modify, translate, or create derivative works based on the Service or any Software (except to the extent expressly permitted by the Company);

(c) use the Service or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or

(d) remove any proprietary notices or labels from the Service.

(e) permit any third party to access or use the Service or use the same on behalf of any third party (which includes operating any form of facility on behalf of any third party or operating a software bureau or similar service);

(f) create Internet "links" to the Service or "frame" or "mirror" any Company Content on any other server or wireless or Internet-based device;

(g) not attempt to circumvent security, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Service or Software or any associated website, computer system, server, router or any other internet-connected device;

(h) employ any hardware, software, device or technique to pool connections or reduce the number of devices or users that directly access or use the Service (sometimes referred to as 'virtualisation', 'multiplexing' or 'pooling') in order to circumvent any restrictions on scope of authorised use contained in these Terms and Conditions.

3.4 You shall not, and shall ensure that Authorised Users shall not use the Service to:

(a) upload, store, post, email, transmit or otherwise make available any content that infringes any Intellectual Property Rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, threatening, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise objectionable or prohibited;

(b) upload any Customer Data in that infringes the Intellectual Property Rights of any third party;

(c) impersonate any person or entity or otherwise misrepresent the Your relationship with any person or entity;

(d) engage in any fraudulent activity or further any fraudulent purpose;

(e) provide false identity information;

(f) attempt to gain unauthorised access to the Service or its related systems or networks,

and shall not permit any third party to do any of the foregoing.

3.5 You shall permit the Company or its authorised agents at all reasonable times during the term as set out in the Order Form and for a period of 6 months after the termination of these Terms and Conditions to audit the use of the Service in order to establish whether You are complying with the terms of these Terms and Conditions. If any audit reveals that You have under paid any Fees, including by exceeding the Service Capacity, or breaching the Terms and Conditions then without prejudice to the Company's other rights:

(a) You shall pay to the Company an amount equal to the underpayment within 10 Business Days of the date of the relevant audit;

(b) the Company shall be entitled to suspend access to Service while the parties discuss what action should be taken.

4 Administrator, Authorised Users

4.1 You shall designate one contact as the responsible party for communication with the Company during the term of these Terms and Conditions (the "**System Administrator**"). The System Administrator shall have the authority to bind You, except that another duly authorised representative of Yours may change the System Administrator by giving written notice to the Company.

4.2 The System Administrator may establish accounts for Authorised Users.

4.3 You shall ensure that each Authorised User shall, as a condition of being granted access to the Service, be required by the System Administrator to acknowledge the obligations on You under these Terms and Conditions respecting authorised use (and restrictions on use) of the Service and agree to comply with the same. You shall immediately notify the Company in the event that You become aware of any breach of the terms of these Terms and Conditions by any Authorised User.

4.4 You shall be responsible for all access to and use of the Service by Authorised Users. You shall be responsible for ensuring the security and confidentiality of all log-on identifiers, including usernames and passwords, assigned to, or created by, You or any Authorised User in order to access or use the Service ("**ID**"). You acknowledge and agree

that You will be solely responsible for all activities that occur under such ID. You shall promptly notify the Company upon becoming aware of any unauthorised access to or use of any the Service, and provide all reasonable assistance to the Company to bring an end to such unauthorised access or use.

5 Services Fees, invoicing and payment

- 5.1 You will pay the Company the then applicable Services Fees described in the Order Form for the Services. If Your use of the Services exceeds the Service Capacity or otherwise requires the payment of additional Services Fees, You shall be billed for such usage and You agree to pay the additional Services Fees in the manner provided herein.
- 5.2 Payments for Authorized Users are non-refundable. For example, if You buy and pay for 10 Authorized Users for an annual term and two months into Your term you would like to reduce the number of Authorized Users to 5 then we will acknowledge this change but it will not come into effect until your term renews. If you have paid for multiple terms already then we are also not obligated to issue a refund.
- 5.3 The Company reserves the right to change the Services Fees on ninety (90) days prior notice to You (which may be sent by email). If You believe that the Company has billed You incorrectly, You must contact the Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.
- 5.4 The Company will bill through an invoice for the Initial Service Term as specified in the Order Form. Full payment for invoices issued must be received by the Company thirty (30) days after the mailing date of the invoice. After the Initial Service Term, the Company will be billed monthly.
- 5.5 Unless otherwise expressly provided in these Terms and Conditions, all amounts referred to in these Terms and Conditions are exclusive of value added tax or other applicable sales tax which, where chargeable by the Company, shall be payable by You at the rate and in the manner prescribed by law.
- 5.6 Invoices are payable, in full, upon delivery and without deduction, set off or withholding of any kind.
- 5.7 If the Company has not received full and cleared payment for the Fee within 5 Working Days after the due date, and without prejudice to any other rights and remedies of the Company, the Company may without liability to You:
- (a) suspend provision of the Service; and
 - (b) charge You interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

6 Warranties

- 6.1 The Company warrants that:
- (a) it has the right to agree to these Terms and Conditions and to provide the Service as contemplated by these Terms and Conditions; and
 - (b) the Service shall, under normal operating conditions, enable You to enter, amend and retrieve information

relating to Your investment opportunities.

- 6.2 If any of the warranties in clause 6.1 is breached, You must notify the Company as soon as possible. You must give the Company a reasonable time to fix the problem, including (in the Company's discretion) by making available a corrected version of the Service or a reasonable way to work around the problem that is not materially detrimental to You and/or by re-performing any relevant services. This will be done without any additional charge to You. If the Company is able to do this within a reasonable time, this shall be Your sole and exclusive remedy in relation to such breach and the Company will, subject to clause 9.1, have no other obligation or liability in relation to such breach.
- 6.3 The Company does not control the content posted to or via the Service and, in particular, does not control the Customer Data and, as such, the Company does not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of any of such content or data.
- 6.4 Except as expressly set out in these Terms and Conditions and subject only to clause 9.1, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Service (including any Company Content) or to anything supplied or provided by the Company under these Terms and Conditions. In particular, the Company does not warrant that the operation of the Service will be uninterrupted, contaminant-free or error-free, or that they will meet Your requirements.
- 6.5 You acknowledge that the Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Company or by third-party providers, or because of other causes beyond the Company's reasonable control.
- 6.6 The Company does not warrant that the Service will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Service.

7 Intellectual Property Rights

- 7.1 Nothing in these Terms and Conditions shall cause the ownership of any Intellectual Property Rights belonging to one party to be transferred to the other.
- 7.2 The Company and/or its licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in the Company's brands, trade marks and logos, the Service (including the Company Content but excluding the Customer Data) and the Software. Except as expressly permitted between the Parties in writing, You may not use any of the Company's Intellectual Property Rights without the Company's prior written consent.
- 7.3 You shall promptly bring to the attention of the Company any improper or wrongful use of any Intellectual Property Rights of the Company which comes to Your notice. You shall assist the Company in taking all steps to defend the Company's Intellectual Property Rights, but not institute legal proceedings of Your own accord.
- 7.4 You shall, as between the parties, remain the owner of all Intellectual Property Rights in the Customer Data. You grant to the Company, free of charge, a royalty-free, worldwide, non-exclusive licence to use the Customer Data only to such extent as is necessary to enable the Company to provide the Service and to perform its obligations under these Terms and Conditions. You warrant that You own the Customer Data and/or are otherwise entitled to grant the foregoing licence. If these Terms and Conditions are terminated, the foregoing licence will automatically terminate.

8 Indemnities

8.1 The Company shall indemnify You against all damages and legal costs finally awarded against You by a court of competent jurisdiction and/or amounts paid by You further to a final settlement approved by the Company, as a result of any claim by a third party that the access and use, in accordance with these Terms and Conditions, by You of the Service infringes the Intellectual Property Rights of any third party.

8.2 If Your access or use, in accordance with the terms of these Terms and Conditions, of the Service is, or in the Company's reasonable opinion is likely to become enjoined as a result of a claim for which the Company is obliged to indemnify You further to clause 8.1, then the Company shall, at its sole option, and at its own cost and expense, make all reasonable efforts, as soon as reasonably possible to:

- (a) procure for You the continuing right to access and use the Service, in accordance with these Terms and Conditions, without infringement; or
- (b) replace or modify the Service with software and/or services of substantially equivalent specification so as to avoid the infringement;

and provided the Company does so, it shall have no further liability to You in respect of the infringement claim.

8.3 The indemnity in clause 8.1 shall be conditional upon:

- (a) You promptly notifying the Company in writing of any claim in respect of which the Company is obliged under these Terms and Conditions to indemnify and of which You have notice (an "**Indemnified Claim**");
- (b) You not admitting any liability or agreeing to any settlement or compromise of an Indemnified Claim without the prior written consent of the Company;
- (c) the Company being, at any time from notification in accordance with clause 8.3(a), at the Company's request, cost and expense, entitled to assume exclusive conduct of the Indemnified Claim (which shall include the right to conduct any proceedings or action in relation to, negotiate the settlement of, and to conduct all discussions and dispute resolution efforts in connection with the Indemnified Claim, provided that no settlement of a claim which would involve any admission of fault or liability on Your part shall be entered into without Your prior written consent); and
- (d) You, at the Company's request, cost and expense, giving the Company all reasonable assistance in connection with the conduct of the Indemnified Claim.

8.4 You shall indemnify the Company against all loss or damage that the Company incurs or suffers however arising as a result of or in connection with:

- (a) any Customer Data; and/or
- (b) any claim by a third party as a result of Your use of the Service outside of the terms of these Terms and Conditions.

9 Exclusions and limitations

9.1 Nothing in these Terms and Conditions limits or excludes either party's liability:

- (a) for death or personal injury caused by its negligence;
- (b) for fraudulent misrepresentation or for any other fraudulent act or omission;
- (c) to pay sums properly due and owing to the other in the normal course of performance of these Terms and Conditions; and/or
- (d) for any other liability which may not lawfully be excluded or limited.

9.2 Subject to clause 9.1, the Company shall not be liable (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any:

- (a) loss of profit;
- (b) loss of sales, turnover, revenue or business;
- (c) loss of customers, contracts or opportunity;
- (d) loss of or damage to reputation or goodwill;
- (e) loss of anticipated savings;
- (f) loss of any software or data;
- (g) loss of use of hardware, software or data;
- (h) loss or waste of management or other staff time; or
- (i) indirect, consequential or special loss arising out of or relating to these Terms and Conditions whether or not advised of the possibility of such losses.

9.3 Subject to clause 9.1, the Company shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of any:

- (a) use of the Service except for its normal intended purpose;
- (b) adaptation or modification of the Service, or integration or combination with any other equipment, software, services or material not supplied by the Company, You or a third party authorised by the Company;
- (c) compliance by the Company with any design, specification or instructions provided by You or on Your behalf;

(d) any Customer Data.

9.4 Subject to clauses 9.1 and 9.2, the Company's total liability arising out of or relating to these Terms and Conditions or its subject matter and to anything which it has done or not done in connection with the same (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited, in respect of each Contract Year, to the total Services Fees paid by You in that Contract Year as set out in the Order Form.

10 Confidentiality

10.1 Subject to clause 10.2, each party shall:

- (a) keep confidential all Confidential Information of the other party which it receives in connection with these Terms and Conditions;
- (b) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information;
- (c) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, these Terms and Conditions;
- (d) not disclose such Confidential Information to any third party (other than its professional advisers, officers, employees, agents, contractors and sub-contractors on a 'need to know' basis as strictly required for the purposes of these Terms and Conditions and subject to each such person being bound by an obligation of confidentiality equivalent to this clause 10); and
- (e) promptly, upon request and, in any event, upon termination of these Terms and Conditions (for whatever reason), return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other party, certify in writing that it has done so.

10.2 Confidential Information shall not include any information that the recipient can establish:

- (a) was publicly known and made generally available in the public domain prior to the time of disclosure;
- (b) becomes publicly known and made generally available after disclosure through no breach of these Terms and Conditions or any other contractual obligation;
- (c) is already known by or legally in the possession of the recipient at the time of disclosure; and/or
- (d) is lawfully disclosed to the recipient, without confidentiality obligation, by a third party.

10.3 Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).

10.4 You acknowledge and agree that the Service (including the Company Content but excluding Customer Data) and Software and the terms of these Terms and Conditions including, in particular, the pricing, constitute Confidential

Information of the Company. The Company acknowledges and agrees that the Customer Data constitutes Confidential Information of You.

10.5 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Service and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and the Company will be free to:

(a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and

(b) disclose such data solely in aggregate or other de-identified form.

11 Data Protection

11.1 In this clause 11, "**process**", "**personal data**", "**data controller**" and "**data processor**" will have the same meanings as set out in the Data Protection Legislation.

11.2 Each party will:

(a) obtain and maintain all appropriate registrations and consents under the Data Protection Legislation in order to allow that party to perform its obligations under these Terms and Conditions;

(b) process personal data in accordance with the Data Protection Legislation; and

(c) use its reasonable efforts to make sure no act or omission by it, its employees, contractors or agents results in a breach of the obligations of either party under the Data Protection Legislation.

11.3 The parties agree that the Company is the controller of the personal data relating to the Authorised Users and shall process such personal data in accordance with the Company's privacy policy.

11.4 The parties agree that the Company is the processor of any personal data in the Customer Data such as names and contact details for Your network of contacts. Accordingly, You warrant and represent that You have the right to upload the personal data contained in the Customer Data to the Service. In addition, as processor, the Company shall:

(a) process the personal data only to provide the Service otherwise on Your written instructions, which may be specific instructions or standing instructions of general application;

(b) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of or damage to the personal data;

(c) at Your request and choice either deliver up or delete the personal data from its systems on termination of the Service;

(d) ensure that individuals processing the personal data for the Company are subject to a duty of confidence in relation to the personal data;

- (e) assist You in providing subject access and allowing data subjects to exercise their rights under Data Protection Legislation;
- (f) assist You in meeting Your legal obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- (g) submit to audits and inspections by a certified third party chosen by the Company and make the summary report available to ensure that the Company is complying with its obligations under this clause; and
- (h) notify You if the Company is requested to take any action in breach of any Data Protection Legislation.

11.5 You agree that in order to provide the Service, the Company may engage sub-processors from time to time to process personal data in the Customer Data. At Your request, the Company shall provide details of such sub-processors and any changes to the identity of a sub-processor. The Company shall engage sub-processors under a written agreement with obligations equivalent to those set out under GDPR.

12 Term and termination

- 12.1 Subject to earlier termination as provided below, these Terms and Conditions are for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same time as the original order, unless either party requests termination at least thirty (30) days prior to the end of the then-current term. In the event that You renew beyond the Initial Service Term, the Company shall have the right to amend the terms of these Terms and Conditions subject to approval by You.
- 12.2 In addition to any other remedies it may have, either party may no longer be bound by these Terms and Conditions, including the Order Form, upon thirty (30) days' notice (or without notice in the case of nonpayment), if:
- (a) the other party materially breaches any of the terms or conditions of these Terms and Conditions.
 - (b) becomes insolvent, makes composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so.
- 12.3 On termination, You will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, the Company will make all Customer Data available to You for electronic retrieval for a period of thirty (30) days, but thereafter the Company may, but is not obligated to, delete stored Customer Data.
- 12.4 All sections of these Terms and Conditions which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
- 12.5 Without prejudice to clause 12.1, the Company may, in addition, and without liability, terminate these Terms and

Conditions, or alternatively, may suspend access to and use of any Services and/or the Service, by giving You written notice if:

- (a) any provision of clause 3.3 is breached; and/or
- (b) You are in persistent or repeated breach of any of Your obligations under these Terms and Conditions, including the Order Form, (whether or not it is the same obligation that is breached and whether or not such breaches are remedied).

13 Force majeure

13.1 Neither party will be liable to the other for any failure or delay in performing its obligations under these Terms and Conditions which arises because of any circumstances which it cannot reasonably be expected to control (which shall include Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving personnel of the Company or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery or breakdown in machinery, or interruption or failure of the Internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing, but shall not include shortage or lack of available funds on Your part), provided that it:

- (a) notifies the other in writing as soon as reasonably practicable about the nature and extent of the circumstances and likely effects;
- (b) uses reasonable efforts to mitigate the effects of the circumstances so as to minimise or avoid any adverse impact on the other; and
- (c) uses reasonable efforts to resume performance as soon as reasonably practicable.

14 General

14.1 All notices under these Terms and Conditions will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

14.2 Unless the parties expressly agree otherwise in writing, if a party:

- (a) fails to exercise or delays exercising or only exercises partially any right or remedy provided under these Terms and Conditions or by law; or
- (b) agrees not to exercise or to delay exercising any right or remedy provided under these Terms and Conditions or by law;

then that party shall not be deemed to have waived and shall not be precluded or restricted from further exercising that or any other right or remedy.

- 14.3 No agency, partnership, joint venture, or employment is created as a result of these Terms and Conditions and neither party has any authority of any kind to bind the other party in any respect whatsoever.
- 14.4 If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable.
- 14.5 These Terms and Conditions are not assignable, transferable or sub-licensable by You except with the Company's prior written consent. The Company may transfer and assign any of its rights and obligations under these Terms and Conditions without consent.
- 14.6 A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.7 Each party shall at all times ensure that it complies with the terms of the Bribery Act 2010 and that it does not commit (or procure the commission of) any breach of that Act.
- 14.8 These Terms and Conditions together with the Order Form are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms and Conditions. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. Provided always that nothing in this clause 14.8 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms shall apply or form part of these Terms and Conditions and each party acknowledges that it has not been influenced to agree to these Terms and Conditions by, and shall have no rights or remedies (other than for breach of contract) in respect of, anything the other party has said or done or committed to do, except as expressly recorded in these Terms and Conditions.
- 14.9 These Terms and Conditions are governed by the laws of England and Wales. Both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with these Terms and Conditions or its subject matter, but the Company is also entitled to apply to any court worldwide for injunctive or other remedies in order to protect or enforce its Intellectual Property Rights.

EXHIBIT A

Service Level Terms

The Services shall be available 99.9% of the time during weekday business hours, for US-based Customers from 8:30am-4:00pm (Eastern Time) and for Europe-based Customers from 9:30am-5:30pm (UK time), measured monthly, excluding holidays, weekends, scheduled office closures and scheduled maintenance. If You request maintenance during these hours, any downtime calculation will exclude periods affected by such maintenance.

Downtime will not accrue where the non-availability is due to:

- a) A cause beyond the Company's reasonable control;
- b) Any scheduled, notified or emergency downtime;
- c) A fault on Your network or own equipment configuration;
- d) A fault or incident caused within Your own infrastructures or configuration of said infrastructures causing the suspension of the Service and/or hardware failure;
- e) A fault/bug in Your own software such as firmware, operating system, infrastructure software or Your own infrastructures or configuration of such infrastructures causing suspension of the Services and/or hardware failure;
- f) Any incidents and downtime caused by Your own management of the Service;
- g) Third Party network issues or suspensions;
- h) Downtime caused by You accessing the Service over the internet, where the downtime is directly attributable to the public network itself.

For the avoidance of doubt, an ongoing migration of Customer Data into Fundstack shall not constitute downtime and does not impact provision of the Service.

Your sole and exclusive remedy, and the Company's entire liability in connection with Service availability, shall be that for each period of downtime lasting longer than one hour, the Company will credit You 5% of the Services Fees for one calendar month for each period of 30 or more consecutive minutes of downtime ('Downtime') provided that no more than one such credit will accrue per day ('Downtime Credit'). Downtime shall begin to accrue as soon as You (with notice to the Company) recognizes that Downtime is taking place, and continues until the Services are restored.

In order to receive Downtime Credit, You must notify the Company in writing within 24 hours from the occurrence of the relevant Downtime, and failure to provide such notice will forfeit the right to receive any Downtime Credit. Such Downtime Credits may not be redeemed for cash and for each calendar month shall be limited to a total of ten (10) Downtime Credits. The Company will only apply Downtime Credit prior to termination of the Agreement.

The Company's blocking of data communications or the Service in accordance with its usage policies or these terms and conditions shall not be deemed to be a failure of the Company to provide adequate service levels under these Terms and Conditions.

EXHIBIT B
Support Terms

The Company will provide Technical Support to You via electronic mail on weekdays, for US-based Customers from 8:30am-4:00pm (Eastern Time) and for Europe-based Customers from 9:30am-5:30pm (UK time), with the exclusion of Public Holidays ("**Support Hours**").

You may initiate a helpdesk ticket any time by emailing support@fundstack.com.

The Company will use commercially reasonable efforts to respond to all support tickets within one (1) Business Day.