

Customer Terms

1) These Terms, Order Forms and SaaS Access

- a) These Source Customer Terms (**Terms**) apply to each Order Form and may also apply if Platform Access is acquired through a Reseller pursuant to clause 14.
- b) Each Order Form will set out the specifics of the Platform Access that the Customer agrees to acquire from Source.
- c) The **Agreement** comprises these Terms, any Order Form, the current and up to date Interface Specification, and any further documents expressly stated in an Order Form.
- d) Platform Access is provided on a software-as-a-service basis and all Intellectual Property Rights in the Platform are retained by Source.

2) Platform Access

2.1 Modules

An Order Form will indicate which Modules apply.

2.2 Duration

- a) This Agreement will commence on the date in which the Order Form is signed by both parties, and the parties agree to be bound by this Agreement (including these Terms) from that date, regardless of whether the specified Commencement Date occurs thereafter.
- b) The relevant Order Form will specify:
 - i. the Commencement Date for the relevant Platform Access; and
 - ii. the initial period over which that Platform Access will be provided (**Initial Period**).
- c) Unless otherwise agreed in the relevant Order Form, following the Initial Period, Platform Access will continue to be provided for one or more renewal periods of a duration equal to that of the Initial Period (each, a **Renewal Period**), unless the relevant Order Form is terminated earlier in accordance with the terms of that Order Form or these Terms.
- d) The Initial Period plus any (and all) Renewal Period(s) is the **Supply Period**.
- e) At least 60 calendar days' prior to the expiry of the Initial Period or then-current Renewal Period (as applicable), either party may notify the other that it does not wish for the Order Form to be renewed and in that event, the Order Form will expire at the end of the Initial Period or then-current Renewal Period (as applicable).

2.3 General use restrictions

The Customer must:

- a) use the Platform in accordance with all applicable laws;
- b) not allow any third party to access the Platform;
- c) not use the Platform:

- i. in breach of this Agreement;
 - ii. for any purpose other than its internal business purposes;
 - iii. to engage in fraudulent or illegal behaviour, or in a way that the Customer knows or ought to reasonably know, infringes any third party's Intellectual Property Rights, and
- d) ensure that its Personnel comply with subclauses a), b) and c) above.

2.4 Compass Delivery Management and Interface Specification

- a) Within 30 days of the Commencement Date, Source will provide the Customer with:
- i. a draft Delivery Management Plan setting out inputs necessary for the successful provision of Platform Access (Baseline Delivery Plan). Examples of the items that will be addressed in this include:
 - (i) identification of key data sources and tables;
 - (ii) provision of integration access into key data sources;
 - (iii) provision of historical and ongoing data set that pass Source data quality checks for key tables;
 - (iv) provision of timely support to ensure quality of data flow; and
 - (v) verification of KPI calculations; and
 - ii) a draft Interface Document setting (among other things) Source's requirements for data feeds and the provision of other Customer Material (Baseline Interface Specification).
- b) The parties must meet and use all reasonable endeavours to agree a final Delivery Plan (Final Delivery Plan) and final Interface Document (Final Interface Specification) within 60 days of the Commencement Date.
- c) If the parties have not agreed to the terms of a Final Delivery Plan within 60 days of the Commencement Date, then the Baseline Delivery Plan will be the Final Delivery Plan, unless otherwise agreed by the parties in writing.
- d) If the parties have not agreed to the terms of a Final Interface Document within 60 days of the Commencement Date, then the Baseline Interface Document will be the Final Interface Document, unless otherwise agreed by the parties in writing.

2.5 Customer's responsibilities

- a) The Customer must:
- i. give Source all Customer Material, information and assistance reasonably necessary to enable Source to provide the Platform Access;
 - ii. provide access to the Customer Material in a consistent and stable format;
 - iii. comply with the requirements of the Final Delivery Plan and the Final Interface Document;
 - iv. not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Platform;
 - v. not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means;

- vi. not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
 - vii. not access all or any part of the Platform in order to build a product or service which competes with the Platform;
 - viii. obtain and maintain all necessary licences, permissions and consents which may be required for the Customer's Platform Access, and its general use of the Platform;
 - ix. promptly perform any Customer Responsibilities to enable Source to supply the Platform and Platform Access in an efficient and timely manner;
 - x. cooperate with Source and act reasonably in connection with the Customer's Platform Access; and
 - xi. within 30 days of the date of this Agreement, agree the Interface Specification in accordance with clause 2.7 below.
- b) Without prejudice or limitation to Source's rights, the Customer acknowledges and agrees that if the Customer does not comply with clause a):
- i. Source will be granted an extension of time to perform its obligations equal to the delay caused by the failure to comply with clause a) and, where appropriate, will be entitled to charge an additional amount for such extension at its then-current rates;
 - ii. Source may not be able to provide the initial Platform Access to the Customer;
 - iii. Source may suspend or terminate the Customer's Platform Access; and
 - iv. to the extent permitted by law, Source is not responsible or liable for any failure to provide the Platform Access to the extent that failure arises from a failure by the Customer to comply with clause a).
- c. The Customer warrants that it is not subject to EU, US or other trade sanctions or economic restrictions.

2.6 Standards and limitations

- a) Source will use reasonable endeavours to provide the Platform Access 24/7 during any Supply Period for Platform Access. However, to the extent permitted by law, Source:
- i. does not warrant that:
 - a) the Customer's use of the Platform will be uninterrupted or error-free; or
 - b) the information obtained by the Customer through the Platform will be accurate or meet the Customer's requirements;
 - ii. is not liable for loss arising in connection with any failure in, fault with or degradation of the Platform or its outputs if that failure, fault or degradation is attributable to or caused by:
 - a) a failure of the facilities or services of any third party;
 - b) any use of the Platform by the Customer in a way that is in conflict with this Agreement, and any instructions received from Source; or
 - c) incorrect or defective inputs from the Customer,

- iii. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- b) Source may change the functionality of the Platform at any time provided that this does not diminish the functionality of the Platform.
- c) Source will use all reasonable endeavours to meet any performance dates specified in an Order Form, but any such dates are estimates only and failure to meet such dates will not give the Customer the right to terminate the Agreement.
- d) The Customer acknowledges and agrees that:
 - i. it is responsible for its decisions, acts or omissions that might result from using the Platform; and
 - ii. Source does not guarantee any outcome or the accuracy of any insight that might be indicated by way of the Platform.
- e) Any descriptions on the Source website are published for the sole purpose of giving an approximate idea of the Platform.
- f) Platform Access is provided by Source on a non-exclusive basis.

2.7 Interface Specification

- a) Once agreed in writing by each party, the Interface Specification shall form part of this Agreement and will be attached to the Order Form.
- b) In the event that following the date of this Agreement, the Customer has specific requirements to be included in the Interface Specification that in Source's reasonable opinion are inconsistent with or require additional work to adjust the Platform and/or accommodate the specifications (including any errors or omissions by the Customer), beyond what is anticipated by the Order Form, Source will be entitled to charge any reasonable and additional sums on a time and material basis, in addition to the Fees set out in the Order Form. Where such additional sums are anticipated prior to the agreement of the Interface Specification, Source will confirm the same to the Customer.
- c) If, following the agreement of the Interface Specification and at any time during the Supply Period, the Customer makes (or requires) any adjustments to the Platform, data ingestion, upstream systems, or any other system or process, that results in changes to the Interface Specification (including any correction of errors or omissions by the Customer), Source will be entitled to charge any reasonable and additional sums on a time and material basis (in addition to the Fees set out in the Order Form) as is required to effect, adjust and/or accommodate such changes to the Platform in accordance with the updated Interface Specification.
- d) Source will not be liable for a failure to provide the Platform Access on the Commencement Date, or any other delay, suspension, or interruption in the Customer's Platform Access or usage of the Platform, due to the Customer's failure to agree the Interface Specification including its failure to agree any required updates, changes or amendments to the Interface Specification throughout the Supply Period.

2.8 Data ingestion

- a) The Customer acknowledges and agrees that Sourse makes available several data ingestion processes. These processes may allow the Customer to upload Customer Material to the Platform in a way that means that (unless access is separately provided by the Customer) Customer Personal Information is encrypted, deidentified, obscured and otherwise not capable of being read by Sourse's Personnel.
- b) If the Customer elects not to use the Sourse PII Compliance and Management Tool, data ingestion tool, or provide data that is outside of the Sourse Unified Data Model, the Customer be required to agree to Additional Terms or an Additional Agreement.

2.9 Professional Services

- a) Where an Order Form includes Professional Services, the parties may agree a statement of work that will form part of that Order Form.
- b) Sourse must provide any Professional Services with due care and skill.
- c) Sourse will use reasonable endeavours to provide any Professional Services by the applicable Delivery Date.
- d) Sourse will not be responsible for any failure to provide the Professional Services to the extent caused by any assumptions stated in the Order Form not being met.

2.10 Additional Terms and Additional Agreements

- a) If the Customer is required to accept Additional Terms, those Additional Terms will be indicated in the relevant Order Form.
- b) In the event of any conflict between any provisions contained within the Additional Terms and any provisions contained within these Terms, the provision contained within the Additional Terms shall prevail.
- c) If the Customer is required to enter into an Additional Agreement (whether this is with Sourse, or with a third party), that Additional Agreement will be indicated in the relevant Order Form. The Customer agrees to remain bound by, and in compliance with, that Additional Agreement throughout the Supply Period.
- d) Any Additional Agreement entered into by the Customer with a third party is between the Customer and that third party, and not Sourse. To the extent permitted by law, Sourse has no liability under, or in connection with, an Additional Agreement to which it is not a party.
- e) In the event that Sourse is a party to an Additional Agreement, and any terms of that Additional Agreement conflict with any terms contained in this Agreement, the term contained in this Agreement shall prevail.

3 Fees and Invoices

3.1 Fees

- a) The Customer must pay all applicable Fees, and any additional and applicable sums due in accordance with this Agreement, to Sourse.
- b) Fees may be payable on a fixed price basis or a time and materials basis. If an Order Form states that the Fees are an estimate only, the Customer acknowledges and agrees that the Fees charged for the Platform Access will be based on Sourse's estimate, however the final Fees may be more or less than that estimate.

- c) For the avoidance of doubt, Fees are payable for Platform Access, regardless of whether the Customer utilises that Platform Access.
- d) The Customer will be invoiced for any Renewal Period.
- e) The Fees set out in in an Order Form may be increased (at Sourse's discretion) on each anniversary of the Commencement Date to an amount calculated by multiplication of the then current Fees by a fraction, the denominator of which is the CPI current one year previously and the numerator of which is the then-current CPI.

3.2 Invoice and Payment

- a) Sourse must invoice the Customer for the Fees and any other additional and applicable amount payable by the Customer to Sourse in accordance with this Agreement.
- b) The Customer must pay an invoice issued by Sourse, without set-off, by the due date specified on the invoice, or otherwise within 30 days of the date of issue of an invoice.
- c) The Customer shall pay Sourse electronically to Sourse's bank account or by any payment method reasonably stipulated by Sourse. No payment shall be considered paid until it is received in cleared funds by Sourse.
- d) The relevant Order Form will stipulate the currency in which payment will be made.
- e) Where permitted by law, Customer must pay any merchant fees, bank fees and currency conversion fees associated with its payment.

3.3 Late Payment

If the Customer is late in paying any part of any monies due to Sourse, Sourse may (without prejudice to any other right or remedy available to it whether under these Terms or an Order Form or by any statute, regulation or by-law) do any or all of the following:

- a) charge Interest on the amount due but unpaid and on amounts that have been disputed where the dispute has been resolved in Sourse's favour from time to time from the due date until payment (after as well as before judgment);
- b) suspend the Platform Access pursuant to clause 2.1a)iii; and
- c) suspend data ingestion.

Sourse reserves the right to charge the Customer for additional or accelerated work required by suspension.

3.4 Overage

An Order Form may set out allowances of SIOs that can be used in connection with Platform Access in a Contract Year. If the allowance of SIOs is exceeded in the relevant Contract Year, then any additional SIOs used in connection with the Platform will automatically be purchased by the Customer and charged for by Sourse in blocks of 5,000 SIOs ("**Overage Blocks**") at the Overage Rate. Sourse may invoice for an Overage Block at any time following the triggering of the purchase of that Overage Block. Any Overage Block expires (without refund) at the end of the Contract Year in which the Overage Block requirement was triggered.

4 Intellectual Property

4.1 Source Materials

- a) Source or its licensors (as applicable) retains ownership of all Intellectual Property Rights subsisting in all Source Materials.
- b) Any modification or enhancement to any Source Material is deemed to form part of the Source Materials (as applicable) and all Intellectual Property Rights in such modification or enhancement vest in Source immediately from creation. This includes any improvements, modifications or learnings that may be made by or to the AI/machine-learning algorithms or processes as a result of the Customer's Platform Access.
- c) Source grants to the Customer for as long as the Platform Access is provided under the this Agreement, a non-exclusive, non-assignable, non-sublicensable, revocable global licence to use the Intellectual Property Rights in any Source Materials provided as part of the Platform Access, solely for the purpose of enjoying that Platform Access for the Customer's internal business use.
- d) Source warrants that use of the Source Material by Customer in accordance with this Agreement will not infringe any third-party rights (including Intellectual Property Rights).
- e) Source fully indemnifies and holds harmless the Customer against any Loss arising out of a breach of the warranty given in clause 4.1d) that gives rise to a claim by a third party that the use by the Customer of any of the Intellectual Property Rights in the Source Material in accordance with this Agreement infringes the intellectual property or other rights of that third party.

4.2 Customer Material

- a) The Customer or its licensors (as applicable) retains ownership of all Intellectual Property Rights subsisting in all Customer Materials.
- b) Any modification or enhancement to any Customer Material is deemed to form part of the Customer Materials and all Intellectual Property Rights in such modification or enhancement vest in the Customer immediately from creation.
- c) The Customer grants to Source:
 - i. for as long as the Platform Access is provided under this Agreement, a non-exclusive, global licence to use, reproduce and modify the Customer Material solely for purposes of Source providing the Platform Access to the Customer and otherwise performing its obligations under this Agreement. This licence includes the right to sublicense;
 - ii. a perpetual, irrevocable, non-exclusive, global licence to use the Customer Material solely for purposes of Source carrying out machine-learning/AI training. This licence does not include a right to sublicense;
 - iii. a perpetual, revocable, non-exclusive, global licence to use the Customer's logo and company name (including where such logo and company name is a registered trademarks) on the Source website, for the purposes of Source's promotion, marketing and advertising; and
 - iv. where prior written consent has been sought by Source and given by the Customer (such consent not to be unreasonably withheld) a perpetual, revocable, non-exclusive, global licence to use the Customer's logo, company name and non-confidential information about their use of the Platform (including where such logo, company name or non-confidential information is a registered Intellectual Property Right) in Source's case

studies for the purposes of Sourse's promotion, marketing and advertising. For the avoidance of doubt, Sourse will not include any personal information, confidential information, nor any trade secrets in any case studies used for these purposes.

- d) The Customer warrants that use of the Customer Material by Sourse in accordance with this Agreement will not infringe any third-party rights (including Intellectual Property Rights).
- e) The Customer fully indemnifies and holds harmless Sourse against any Loss arising out of a breach of the warranty given in clause 4.2d) that gives rise to a claim by a third party that the use by Sourse of any of the Intellectual Property Rights in the Customer Material in accordance with this Agreement infringes the intellectual property or other rights of that third party.

4.3 Developed Material

- a) Unless otherwise set out in an Order Form, any Intellectual Property Rights in Developed Material is owned by Sourse, and to the extent Intellectual Property Rights in Developed Material do not automatically vest in Sourse, the Customer assigns all Intellectual Property Rights in or in relation to any Developed Material to Sourse.
- b) Where such Intellectual Property Rights in Developed Material do not automatically vest in Sourse, the Customer shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Sourse may from time to time require for the purpose of securing for Sourse all right, title and interest in and to the Intellectual Property Rights in Developed Material being assigned to Sourse in accordance with clause 4.3a).

5 Confidential Information

5.1 Protection of Confidential Information

Each party must only use or copy the other party's Confidential Information for the purposes of performing its obligations under these Terms and the relevant Order Form (or exercising rights under these Terms or the relevant Order Form) and must take all steps reasonably necessary to:

- a) maintain the confidentiality of the other party's Confidential Information;
- b) ensure that any person who has access to Confidential Information of the other party through it or on its behalf does not use, copy or disclose that Confidential Information other than in accordance with these Terms; and
- c) enforce the confidentiality obligations required by these Terms.

5.2 Restriction on disclosure

- a) Each party must not disclose the Confidential Information of the other party to any person except:
 - i. to its Personnel who need to know the Confidential Information, for the purposes of this Agreement;
 - ii. where the disclosure is required by applicable law, or under compulsion of law by a court or Government Agency or by the rules of any relevant stock exchange or regulator, as long as the disclosing party:
 - 1. discloses the minimum amount of Confidential Information required to satisfy the law or rules; and

- 2. only where permitted by the relevant law, before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence;
 - iii. if the other party has given its written consent to the disclosure or use; or
 - iv. as expressly permitted by these Terms.
- b) Before disclosing Confidential Information to a person, the disclosing party must take reasonable steps to ensure that the person is aware of the confidential nature of the Confidential Information and is bound by confidentiality obligations that are substantially similar to those set out in these Terms.

5.3 Return of Confidential Information

- a) Subject to clause 5.3b), each party must return (or, if requested by the other party, destroy or permanently de-identify) all copies of the other party's Confidential Information in its possession or control within 14 calendar days of expiry or termination of this Agreement.
- b) If a party needs to retain the other party's Confidential Information for the purpose of:
- i. complying with any applicable law;
 - ii. litigation;
 - iii. internal quality assurance and record-keeping; or
 - iv. performing its obligations or exercising its rights under these Terms and the relevant Order Form,

then it may retain and use it solely for this purpose but must deal with the Confidential Information in accordance with clause 5.3a) promptly after it is no longer required for this purpose.

5.4 Exclusions

The obligations of confidence in clauses 5.1 and 5.2 do not apply to Confidential Information:

- a) that, at the direction of the Customer, is provided to a third party by Source;
- b) that is in the public domain otherwise than as a result of a breach of these Terms and the relevant Order Form or other obligation of confidence; or
- c) that is already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.

5.5 Publicity and media

- a) The parties acknowledge and agree that Source is permitted to name the Customer as a customer of Source in Source's marketing statements and publications, and on Source's website (**PR Materials**). The Customer can request that Source ceases to name the Customer in Source's PR Materials but this will not require Source to withdraw any PR Materials that have already been published.
- b) The Customer will not undertake any activities or engage with any person in a manner which disparages or adversely affects the reputation or goodwill of Source except pursuant to legal proceedings in relation to a bona fide dispute between the parties

6 Privacy

6.1 General

- a) For the purposes of this clause 6, the terms **controller**, **processor**, and **processing** shall have the meaning given to them in the UK GDPR.
- b) Each party acknowledges and agrees that all Personal Information processed under this Agreement and in connection with the Platform and services, will be anonymised data and will not contain any Personal Information, or any ability to identify an individual from the data received.
- c) In the event that any personal data is received by either party, each party confirms that it will comply with all applicable requirements of the Privacy Laws in respect of that data. Each party further acknowledges and agrees that this clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Privacy Laws.
- d) Each party will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Information to the other party.
- e) For the purposes of the Privacy Laws, any party to disclose Personal Information in connection with this Agreement to the other party will be a controller, and the receiving party of such Personal Information will be a processor.

6.2 Source's obligations

If and to the extent Source collects, stores, uses, discloses or otherwise deals with Customer Personal Information (or any other such Personal Information), Source will only collect, store, use, disclose or otherwise deal with Customer Personal Information (or any other such Personal Information):

- a) in accordance with applicable Privacy Laws, noting that Source's compliance will require and be subject to the Customers' compliance with its obligations in clause 6.3;
- b) only as required for the purposes of providing the Platform Access or as otherwise permitted or required in order to perform its obligations under these Terms;
- c) in accordance with the Source privacy policy as can be found here: <https://www.source.ai/privacy-policy-uk/>
- d) if it has obtained, or has in place any necessary or appropriate consents and notices to enable lawful processing or (where relevant) transfer of Personal Information; and
- e) where it is acting as a data processor, in accordance with the written instructions of the controller of such Personal Information. For the avoidance of doubt, processing Personal Information for the purposes of performing its obligations under these Terms will be considered written instructions of the Customer (where it is controller).

6.3 Customer's obligations

- a) The Customer must comply with the Privacy Laws when handling any Personal Information provided or made available to it by or on behalf of Source.
- b) If Customer Personal Information is made available to Source, the Customer must make all disclosures and obtain all consents required to ensure that:
 - i. the Customer is lawfully (including without breaching the Privacy Laws) able to provide, disclose or make available the Customer Personal Information to Source; and

- ii. Source is lawfully (including without breaching the Privacy Laws) able to collect, store, use, disclose or otherwise deal with the Customer Personal Information for the purposes of providing the Platform Access and otherwise performing its obligations under this Agreement, and as described in its privacy policy.
- c) The Customer fully indemnifies and holds harmless Source against any Loss arising out of a breach of clause 6.3.

7 Limitation of Liability

- a) Nothing in this Agreement limits or excludes:
 - i. a party's liability:
 - 1. for death or personal injury caused by its negligence or wilful misconduct or that of its employees, as applicable;
 - 2. for fraud or fraudulent misrepresentation by it or its employees, as applicable;
 - 3. where that liability arises under an indemnity; or
 - 4. where liability cannot be limited or excluded by applicable law.
 - ii. the Customer's liability:
 - 1. for breach of clauses 4 (*privacy*), 5 (*intellectual property*) or **Error! Reference source not found.** (*confidential information*); or
 - 2. for failure to pay the Fees.
- b) Subject to clause 7a) a party will not be liable to the other party, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with this Agreement, including any:
 - i. loss of profits;
 - ii. loss of sales or business;
 - iii. loss of production;
 - iv. loss of agreements or contracts;
 - v. loss of business opportunity;
 - vi. loss of anticipated savings;
 - vii. loss of or damage to goodwill;
 - viii. loss of reputation; or
 - ix. loss of use or corruption of software, data or information.
- c) Subject to clause 7b), each parties maximum aggregate liability to the other party for any loss or damage or injury arising out of or in connection with this Agreement, including any breach of this Agreement however arising, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the amount of Fees paid or payable in the first 12 months of this Agreement.
- d) This clause 7 will survive termination of the Agreement.

8 Termination and Suspension

8.1 Termination for breach

If:

- a) a party (the **first party**) commits a breach of this Agreement that has a material and adverse effect on the other party, and fails to remedy that breach within 10 days of receiving notice from the other party requiring the first party remedy that breach (where capable of remedy);
- b) the first party commits a breach of this Agreement that has a material and adverse effect on the other party and that breach is incapable of remedy; or
- c) an Insolvency Event occurs in relation to the first party,

Then the other party may terminate the Agreement (in the case of 8.1c) above, subject to any provision of the Companies Act or any related subordinate legislation that may prevent or restrict the exercise of a right of termination or other right under this Agreement) by notice to the first party in which case the Agreement will terminate on the date specified in that notice or, if no date is specified, immediately.

8.2 After termination or expiry of an Order Form

On termination or expiry of an Order Form:

- a) Sourse will cease to provide the Platform Access under that Order Form;
- b) accrued rights or remedies of a party are not affected;
- c) the Customer will pay to Sourse all Fees (whether invoiced or due to be invoiced) in connection with Platform Access;
- d) except as expressly specified otherwise in these Terms or the Order Form, all licences and similar rights granted, cease to be granted immediately; and
- e) within a reasonable period of time after termination or expiry of the Order Form, the Customer must return to Sourse all Sourse Materials and Sourse must return to the Customer all Customer Materials.

8.3 Survival

Termination or expiry of an Order Form will not affect clauses 2.6, 4, 5, 6, 7, 8.2, 9, 10, 13, 14 and this clause 8.3, or any provision of these Terms which is expressly or by implication intended to come into force or continue on or after the termination or expiry.

8.4 Suspension

- a) Without limiting any other remedy Sourse may have under this Agreement or at law, Sourse may suspend the Customer's Platform Access if:
 - i. the Customer breaches this Agreement;
 - ii. the Customer's counterparty to an Additional Agreement terminates its Additional Agreement with the Customer or refuses to enter into an Additional Agreement with the Customer;
 - iii. the Customer has not paid Sourse the Fees in accordance with this Agreement or the relevant Order Form, provided that Sourse shall first have given to the Customer at least seven day's' notice that the Platform Access would be suspended if the outstanding sums are not paid in full;
 - iv. Sourse receives a notice from a third party with a legitimate interest to be protected (including any regulatory body) requiring Sourse to cease providing the Platform Access to the Customer or remove any content the Customer is making available through the Platform Access. Subject to any

contrary legal requirements, Sourse shall provide the Customer with a copy of the notice.

- b) Sourse will restore the Customer's Platform Access as soon as reasonably possible once the reason for the suspension has been addressed or removed.
- c) If Sourse suspends the supply of any Platform Access or Professional Services for a period of 15 Business Days or more, it may by written notice to the Customer, immediately terminate the Agreement (in whole or in part).

9 Arbitration

9.1 Arbitration

- a) Any dispute that is not resolved within 90 days of the dispute arising must be referred to and finally resolved by arbitration in accordance with the arbitration rules of the London Court of International Arbitration (known as LCIA).
- b) Notwithstanding anything in this clause 9, a party may at any time commence court proceedings in relation to a dispute or claim arising in connection with these Terms or the relevant Order Form where that party seeks urgent interlocutory relief.

9.2 General principles

The parties agree that

- a) the seat of the arbitration will be London;
- b) the number of arbitrators will be one; and
- c) the language of the arbitration will be English.

9.3 Award final and binding

Any award made in respect of arbitration conducted pursuant to this clause 9 will be final and binding upon the parties.

10 Non-solicitation

- a) During the Supply Period and the Restraint Period, the Customer will not solicit or entice any employee or contractor of Sourse to work for the Customer or any competitor of Sourse's business, unless the Customer obtains Sourse's prior written consent.
- b) The undertakings contained in clause 10a) constitutes a separate and independent provision, severable from the other undertakings and enforceable by Sourse separately against the Customer and independently of each of the other undertakings. If a court of competent jurisdiction finally decides any such undertaking to be unenforceable in whole or in part, the enforceability of the remainder of that undertaking or any other undertaking will not be affected.
- c) The Customer agrees that the undertakings contained in clause 10a) are no more extensive than is reasonable to protect Sourse.

11 Force Majeure

A party will not be in breach of this Agreement as a result of, or liable for, any failure or delay in the performance of its obligations (other than a payment obligation) under this Agreement to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event, provided that:

- a) that party advises the other party of the details of the Force Majeure Event, and its likely effect on the performance of its obligations under this Agreement; and
- b) that party takes all steps reasonably necessary to recommence performance of the affected obligations and minimise the delay caused by the Force Majeure Event.

12 VAT

12.1 Definitions

Terms used in this clause 12 that are defined in the VAT Act have the meaning given to them in the VAT Act.

12.2 VAT exclusive

Except as expressly stated in this Agreement, the consideration for a Supply made under or in connection with an Order Form or these Terms does not include VAT.

12.3 Taxable Supply

If a Supply made under or in connection with an Order Form or these Terms is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:

- a) the Recipient must pay the VAT Act Supplier an amount equal to the total VAT for the Supply, in addition to and in the same manner as the consideration otherwise payable under an Order Form or these Terms for that Supply; and
- b) the VAT Act Supplier must give the Recipient a Tax Invoice for the Supply.

12.4 Later VAT change

For clarity, the VAT payable under clause 12.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of VAT for the Supply for which the VAT Act Supplier is liable, however caused.

12.5 Reimbursement or indemnity

If either party has the right under an Order Form or these Terms to be reimbursed or indemnified by another party for a cost incurred in connection with these Terms or the relevant Order Form, that reimbursement or indemnity excludes any VAT component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

12.6 Warranty that Tax Invoice is issued regarding a Taxable Supply

Where a Tax Invoice is given by the VAT Act Supplier, the VAT Act Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the VAT (as stated on the Tax Invoice) to HM Revenue & Customs.

13 Market Insights Module

- a) This clause 13 only applies (i) if the Customer acquires access to the Market Insights Module, and (ii) only in relation to the Customer's use of the Market Insights Module. The Market Insights Module is part of the 'Platform' for the purpose of the Terms.

- b) The Customer acknowledges and agrees that the data used to provide the Market Insights Module product is from a variety of third-party sources. Accordingly, and without limiting clause 2.6 of the Terms, Source does not warrant that such information or the Market Insights Module will be accurate, complete or error-free. Clauses 4.1d) and e) do not apply in relation to the Customer's use of the Market Insights Module.

14 Resellers

- a) The Customer may choose to acquire Platform Access through a Source authorised reseller (**Reseller**).
- b) In the event the Customer engages, or otherwise accesses the Platform through a Reseller:
 - i. the Customer must enter into a valid and binding agreement with its chosen Reseller specifying the terms and conditions governing its relationship with such Reseller and which will include the information that would otherwise be contained in an Order Form;
 - ii. any fees and payment terms that the Customer is responsible for will be determined between the Customer and its chosen Reseller, and paid in accordance with the agreement between the Customer and such Reseller;
 - iii. if the Customer's agreement with its Reseller is terminated or expires for any reason, or in the event a Reseller no longer has rights to resell to the Customer, the Customer may continue to access products and services directly from Source at Source's then-current rates, or through another authorised Reseller; and
 - iv. Resellers are not authorised to modify these Terms or make any promises or commitments on Source's behalf, and Source is not bound by any obligations to the Customer, Resellers, customers of a Reseller, or any other third party other than as expressly set forth in these Terms.
- c) In the event the Customer accesses the Platform through a Reseller, the Customer is solely responsible for:
 - i. any related rights and obligations in the Customer's applicable agreement with its Reseller; and
 - ii. as between the Customer and Source, any access by the Reseller to the Customer's data and information that the Customer may create for its Reseller.
- d) In addition, in the event the Customer accesses the Platform through a Reseller, the Customer agree that the terms of this clause 14 take precedence over any conflicting terms in these Terms.

15. General

15.1 Rights cumulative

Unless expressly stated otherwise in these Terms, the rights and remedies under any indemnity or otherwise provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

15.2 Amendments

An Order Form may only be amended or varied by written agreement between the parties.

15.3 Assignment and novation

Any rights or obligations of the Customer that arise out of or under an Order Form or these Terms are not assignable or able to be novated or otherwise dealt with by the Customer without the prior written consent of Source.

15.4 Entire agreement

- (a) These Terms and any Order Form supersede all previous agreements about its subject matter. These Terms, any applicable Order Form, and any other documents referred to in the Order Form as forming part of this Agreement, embody the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in these Terms and the Order Form.
- (c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into the Order Form and these Terms.

15.5 Further assurances

The Customer must do all things necessary to give effect to any Order Form and these Terms and the transactions contemplated by it. Without limiting the foregoing, during the Supply Period, the Customer will make available to Source adequate information and facilities necessary to provide Platform Access.

15.6 Governing law and jurisdiction

- (d) This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- (e) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or their subject matter or formation.

15.7 Severability

A clause or part of a clause of an Order Form or these Terms that is illegal or unenforceable may be severed from that Order Form or these Terms (as applicable) and the remaining clauses or parts of the clause of the relevant Order Form or these Terms continues in force.

15.8 Subcontracting

Source may subcontract the performance of all or any part of its obligations under an Order Form or these Terms. Source remains liable for the acts and omissions of its subcontractors, as if they were its own acts and omissions.

16. Definitions and Interpretation

16.1 Definitions

In an Order Form and these Terms:

Term	Definition
Additional	means any additional agreement indicated in an Order

Term	Definition
Agreement	Form (for example, a third-party EULA).
Additional Terms	means any additional terms as indicated in an Order Form or other document (for example, terms that a third-party requires Source to flow-down to the Customer).
Agreement	has the meaning given in the Order Form as described in clause 1)a)c).
Customer	means Source's counterparty to an Order Form or an entity that has otherwise agreed to comply with these Terms, as set out in the Order Form.
Customer Material	means any material provided by or to which access is given by the Customer to Source for the purposes of this Agreement (and would include, for the avoidance of doubt, the material of the Customer's customer, if made available to Source).
Customer Personal Information	means any Personal Information provided to Source, or to which access is given to Source, by the Customer or its Personnel (and would include, for the avoidance of doubt, Personal Information of the Customer's customer, if made available to Source).
Customer Responsibilities	means the responsibilities identified as such in an Order Form.
Commencement Date	the date indicated as such in an Order Form.
Confidential Information	<p>of a party means these Terms, the terms of any Order Form and any information:</p> <ul style="list-style-type: none"> (a) relating to the business and affairs of that party; (b) relating to the customers, Customers, employees, sub-contractors or other persons doing business with that party; (c) which is by its nature confidential; (d) which is designated as confidential by that party; or (e) which the other party knows or ought to know, is confidential, <p>and includes all trade secrets, knowhow, financial information and other commercially valuable information of that party, and in the case of Source, includes any Source Material and, in the case of the Customer, includes Customer Material.</p>
Contract Year	means the annual period commencing on the Commencement Date and each anniversary of the Commencement Date thereafter.

Term	Definition
Companies Act	means Companies Act 2006.
CPI	means the Consumer Prices Index in the UK, as calculated and released by the Office for National Statistics, or if the Office for National Statistics ceases to publish that index, the index published by the successor of or replacement for it which most closely approximates to the applicable index.
Delivery Date	means the date described as such in the relevant Order Form (if any).
Developed Materials	means materials (of any nature) created by or on behalf of Source in the course of providing Platform Access.
EU GDPR	means the General Data Protection Regulation and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued there under, as amended from time to time.
Fees	mean the fees set out in an Order Form and any other amounts contemplated by these Terms as being payable by the Customer to Source.
Force Majeure Event	<p>means any occurrence or omission outside a party's control including a physical natural disaster including:</p> <ul style="list-style-type: none"> (a) fire, flood, lightning or earthquake; (b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law; (c) national emergency; (d) epidemic, pandemic, public health emergency, communicable disease outbreak, quarantine restriction, and precautionary measures relating to the same; (e) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; (f) failure of a third party service provider; (g) failure of a third party to provide a necessary input; (h) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any Government Agency; (i) orders or acts of military, civil authority or Government Agency; (j) law taking effect after the relevant Commencement Date; or (k) strike, lock-out, stoppage, labour dispute or shortage

Term	Definition
Government Agency	<p>including industrial disputes that are specific to a party or the party's subcontractors.</p> <p>means:</p> <ul style="list-style-type: none"> (a) a government or government department or other body; (b) a governmental, semi-governmental or judicial person; or (c) a person (whether autonomous or not) who is charged with the administration of a law.
Initial Period	has the meaning given in clause 1.b)ii.
Interest	<p>means interest on any payment owing under an Order Form or these Terms calculated:</p> <ul style="list-style-type: none"> (a) at the rate which is 4% above the Bank of England base rate from time to time, but at 4% a year for any period when that base rate is below 0% ; and (b) daily from the date on which such payment was due to the date on which the payment is made (both inclusive) including the relevant Interest.
Interface Specification	has the meaning given to it in clause Error! Reference source not found.
Insolvency Event	<p>the occurrence of any one or more of the following events in relation to a party:</p> <ul style="list-style-type: none"> (a) it is unable to pay all its debts as and when they become due and payable; (b) any step is taken to wind up, bankrupt, or appoint an administrator, controller, receiver, a receiver and manager, a liquidator or a provisional liquidator or other like person to it or any of its assets, operations or business (terms used in this term are as defined in the Companies Act); (c) it ceases to carry on business or threatens to do so; or (d) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in paragraphs (a) to (c) of this definition.
Intellectual Property Rights	means all industrial and intellectual property rights, both in the UK and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.
Loss	means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, whether direct to

Term	Definition
	indirect, including all legal and other professional costs on a full indemnity basis.
Module	means a Sourse product module set out in an Order Form.
Order Form	means an agreed order for Platform Access that incorporates these Terms, validly executed by both parties, in the form required by Sourse from time to time.
Overage Block	has the meaning given in clause 3.4.
Overage Rate	has the meaning given in the Order Form.
PECR	means the Privacy and Electronic Communications (EC Directive) Regulations 2003.
Personal Information	has the meaning given to that term in the GDPR.
Personnel	means a party's employees, secondees, directors, officers, contractors, professional advisers and agents.
Platform	means the platform known as SourseAI that is operated by Sourse.
Platform Access	means access to the Platform in accordance with this Agreement.
Privacy Laws	means: <ul style="list-style-type: none"> (a) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union, which relates to the protection of personal data; (b) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom, which relates to the protection of personal data; (c) the PECR; and (d) all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms in respect of the processing of Personal Information.
Professional Services	means any professional services that Sourse agrees to provide to the Customer in an Order Form, and which may be more fully described in a statement of work between the parties.
Renewal Period	has the meaning given in clause 1.c).
Restraint Period	means 6 months after the relevant Supply Period.
SIO	means a service in operation (such as a mobile, internet or voice service).

Term	Definition
Source	means Source AI Ltd Company Number 14699706 trading as Source.
Source Material	means any material (including the Platform) provided by or to which access is given by Source to the Customer for the purposes of this Agreement.
Supply	has the meaning given in the VAT Act.
Supply Period	has the meaning given to it in clause 1.d) and also includes any period in which the Professional Services are provided.
Terms	has the meaning given to it in clause a).
UK GDPR	has the meaning given to it in the Data Protection Act 2018.
VAT Act	means <i>Value Added Tax Act 1994</i> .
VAT Act Supplier	means the entity making the Supply.
Virus	means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.