

Walr Terms and Conditions

1. Introduction and Structure

- 1.1 The Agreement comprises (i) the relevant SOW (if applicable) and (ii) these terms and conditions (Conditions) (together, the Agreement). The Agreement is made between Walr Group Ltd (a company incorporated in England and Wales with company number 12963180, whose registered office is at The Sea Building First Floor, 127 Great Suffolk Street, London, England, SE1 1PP) (Walr) and the customer identified in the SOW (the Customer). If there is a conflict or inconsistency between the terms in (i) these Conditions and (ii) the SOW, then the terms in the SOW shall prevail. Separately, if any Customer has entered into a separate Master Services Agreement (MSA) with Walr, then the terms of such MSA shall prevail.
- 1.2 The Agreement governs the provision by Walr to the Customer of the Services specified in the SOW. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any capitalised terms not otherwise defined herein shall have the meaning given to them in clause 24 of these Conditions.
- 1.3 Only the Customer and/or those Affiliates and End Clients of the Customer that are specifically referred to in the SOW as being permitted to use the Services (or relevant part thereof) may make use of and/or obtain the benefit of the Services (or relevant part thereof) provided under that SOW. Customer shall be and remain at all times responsible and liable for (a) ensuring any such permitted Affiliates and End Clients access to and use of the Services is strictly in compliance with the Agreement, and (b) any acts or omissions of such Affiliates and End Clients, including, without limit, any breach of the Agreement by such Affiliates and/or End Clients which will be taken to be an act, omission or breach of the Agreement by the Customer. The Customer is responsible for setting the relevant access rights for each Affiliate and End Client for the Services which shall be in accordance with the Agreement and the relevant Documentation and shall in no event exceed the access and use limitations and restrictions and/or rights granted to the Customer under the Agreement. Only the Customer may enter into SOWs and be entitled to make or bring a claim, demand or proceeding against Walr under or in connection with this Agreement.

2. Provision of the Walr Platform Services

- 2.1 This clause 2 will apply where Walr has agreed to provide the Walr Platform Services to the Customer (as specified in the relevant SOW).
- 2.2 Subject to the terms and conditions of the Agreement, Walr will provide the Walr Platform Services to the Customer.
- 2.3 Subject to the terms and conditions of the Agreement and payment of the relevant fees by the Customer, Walr grants to the Customer a limited, personal, non-exclusive, non-sublicensable, non-transferable right during the relevant SOW Term to permit the Authorised Users to access and use the Walr Platform Services in accordance with the scope of use limitations and restrictions set out in the Agreement and solely for the purposes set out in the Platform Services Specification and in relation to the normal business operations of the Customer.
- 2.4 Walr may immediately suspend the provision of all or any part of the Walr Platform Services (i) in the event the Customer and/or any of its Authorised Users fail to comply with the AUP, (ii) in the event of scheduled maintenance or where Walr reasonably believes it is necessary to prevent or mitigate a security threat or issue or other disruption to the Services, (iii) because of any infringement of Walr Intellectual Property Rights or any act or omissions of the Customer and/or its Authorised Users or any third party that is not caused by Walr and which Walr reasonably believes is having, or is likely to have, a detrimental impact on the Services, (iv) pursuant to clause 9.6; or (v) in the event of non-compliance with any applicable Law and/or in order to comply with any applicable Law.
- 2.5 Walr may make changes to the Walr Platform Services from time to time (including to discontinue functionalities or features). If Walr discontinues any material functionality of the Walr Platform Services, it will provide as much notice to the Customer as is commercially reasonable possible in the circumstances.
- 2.6 The Customer acknowledges and agrees that Walr will be entitled to monitor the usage of the Walr Platform Services by the Customer and its Authorised Users to verify their compliance with the terms of the Agreement.
- 2.7 Walr will use commercially reasonable endeavours to provide the Support Services and Training Services in relation to the Walr Platform Services in accordance with Platform Services Specification.

3. Provision of Walr Non-Platform Services

- 3.1 This clause 3 will apply where Walr has agreed to provide any of the Walr Non-Platform Services (as specified in the SOW).
- 3.2 Subject to clause 5, Walr will provide the relevant Walr Non-Platform Services to the Customer. Walr will use commercially reasonable endeavours to provide the Walr Non-Platform Services in accordance with the requirements of the Non-Platform Service and Support offering.

4. Customer Data

- 4.1 The Customer grants to Walr a non-exclusive licence to analyse, copy, store, distribute, publish, modify, translate, share and otherwise use the Customer Data and Materials and any other content provided by Customer (a) during the Term in order to provide the Services and otherwise comply with Walr's obligations under the Agreement, and (b) during and after the term in an anonymised format for the purposes of improving, developing, updating, creating, auditing and analysing its products and services (including, without limit, the Services). Walr may grant a sub-licence of its rights in relation to the Customer Data to any hosting or connectivity service providers and any other subcontractors of Walr where necessary for the performance of the Services.
- 4.2 Customer is solely responsible for the integrity, accuracy, completeness and quality of the Customer Data and any other information that it supplies to Walr. Customer acknowledges that the benefits of using the Services are dependent on Customer and its Authorised Users exercising proper skill, care and judgement in entering or submitting the Customer Data and in interpreting the data received through the Services or the conclusions or results drawn from such data or the use of Services. Walr does not warrant that any such data will be complete, accurate or up to date, and Walr will not be liable for the consequences of any decision taken by Customer, any Authorised User, any End Clients and/or any other person on the basis of that data.

5. Customer obligations

General

- 5.1 The Customer must:
 - (a) provide Walr with all necessary co-operation as may be required by Walr in order to provide the Services;

- (b) provide Walr, immediately following the Effective Date and in a timely fashion at any point thereafter, all Materials and any other information as Walr may reasonably require in order to provide the Services and ensure that such Materials and any other information are accurate in all material respects;
 - (c) make available to Walr, for consultation and guidance, staff who are familiar with the Customer's organisation, operations and business practices to the extent reasonably necessary for the performance of Walr's obligations under the Agreement;
 - (d) maintain at all times all consents, licences and permissions required by it to receive and use the Services and for Walr to provide the Services, including, without limit, for any Customer Data and Personal Data which may be uploaded or submitted by Customer through the Services or otherwise provided to Walr for processing in the use by and provision to Customer of the Services;
 - (e) not use the Services for any illegal purposes; and
 - (f) ensure that its and its Affiliates', End Clients' and Authorised Users' use of the Services complies with all applicable Laws and ensure such parties must not use any of the Services in such a way that would subject Walr to any additional regulatory or legal requirements.
- 5.2 The Customer shall be responsible and liable for (a) the Authorised Users' use of the Services in compliance with the Agreement, (b) all acts and omissions of the Authorised Users, and any act or omission by any Authorised User will be deemed a breach of the Agreement by the Customer. The Customer must ensure that all of its Authorised Users are made aware of (and comply with) those provisions of the Agreement that are applicable to their use of the Services.
- 5.3 Notwithstanding any other provision of the Agreement, Walr will not be liable for a failure to perform its obligations under the Agreement to the extent that such failure arises as a result of any act or omission of the Customer, its Affiliates, End Clients and/or any of its Authorised Users, including any breach of the Customer's obligations under the Agreement.
- 5.4 Except as permitted under the Agreement, the Customer must not (and must ensure that its Authorised Users do not):
- (a) distribute, resell, sub-license or otherwise transfer all or any part of the Walr IPR to any other person (except to the extent necessary to make the Services available to End Clients (as applicable) in accordance with clause 1.3).
 - (b) permit any third party (including any Affiliates of the Customer) to use or access the Walr IPR unless expressly authorised to do so under the Agreement;
 - (c) use the Walr IPR for any purpose other than the purposes set out in clause 2.3;
 - (d) use the Services in order to provide any services for the benefit of any other person or entity (except to the extent necessary to make the Services available to End Clients (as applicable) in accordance with clause 1.3);
 - (e) access or use the Services in order to develop a product or service which competes with any of the Services or any other Walr IPR;
 - (f) adapt, customise, reverse engineer, decompile, disassemble (or otherwise reduce to human-readable form) or modify, develop or alter the Walr IPR, or create any derivative works of the Walr IPR, except as permitted by law and where such permission cannot be excluded by agreement between the parties; or
 - (g) remove, obliterate or alter any copyright, proprietary or similar notices on the Walr IPR.

Walr Platform Services

- 5.5 The Customer must (and must ensure that its Authorised Users must):
- (a) ensure that, at all times, any hardware, software, network or other systems used to access or use the Walr Platform Services complies with the minimum technical requirements advised by Walr from time to time;
 - (b) ensure the Customer Data and Materials and any other information uploaded or submitted to the Walr Platform Services or otherwise provided to Walr complies with applicable laws and regulations;
 - (c) not upload any offensive, infringing or defamatory content to the Walr Platform Services;
 - (d) ensure that each Authorised User keeps all user names, passwords or other account details provided in relation to the Walr Platform Services confidential and not share any user names, passwords or account details with others;
 - (e) notify Walr immediately if the Customer (or any Authorised User) becomes aware of any unauthorised access to, or use of, any such user names, passwords or other account details;
 - (f) not insert or include, or permit or cause any Authorised Users to insert or include, any Malicious Software into the Walr Platform Services;
 - (g) at all times, use up-to-date, industry accepted anti-virus software to check for and prevent any Malicious Software being introduced into the Walr Platform Services;
 - (h) comply with Walr's AUP when using the Walr Platform Services;
 - (i) not allow more than the number of Authorised Users specified in the SOW to have access to the Walr Platform Services (and must not exceed any other limits or restrictions relating to its use of the Walr Platform Services specified in the SOW). If such limits or use numbers are breached Customer must immediately remedy this by notifying Walr and either removing the excess unauthorised Users or pay any additional Fees as informed by Walr in respect of such use increase;
 - (j) not access (or attempt to access) any software code relating to the Walr Platform Services (including any object code, intermediate code and/or source code);
 - (k) not conduct (or request that any other person conduct) any load testing or penetration testing in relation to the Walr Platform Services;

- (l) not use the Walr Platform Services in any way that uses excessive resources and could result in a material degradation in any of the services provided by Walr to its other customers. The Customer acknowledges that Walr may use reasonable technical measures to limit the use of the Walr Platform Services for the purpose of assuring services to its customers generally; and
- (m) co-operate with Walr to mitigate the effect of any Malicious Software found in the Walr Platform Services as a result of any act or omission of the Customer or any of its Authorised Users.

Walr Non-Platform Services

5.6 The Customer must:

- (a) ensure that any Survey complies with all applicable laws and the specifications set out in the SOW and is otherwise produced, presented and made available in such a way so as to minimise the number of Respondents who do not complete Interviews;
- (b) not provided any Personal Data to Walr and must not request or require, in connection with the Survey, that Respondents provide their name, contact details or any other Personal Data (unless otherwise agreed with Walr in writing and specified in the SOW or where an SOW has not been used then in an equivalent confirmation of Service document);
- (c) where it has been agreed by the parties (either in the relevant SOW or where an SOW has not been used then in an equivalent confirmation of Service document) that the Customer requires Walr to process Personal Data on the Customer's behalf in order to perform of the Services, the Customer is fully responsible and liable for: (i) ensuring the necessary express consents are obtained from all Respondents: and (ii) providing all necessary privacy notices to such Respondents, both to permit the processing of their Personal Data by Walr on behalf of the Customer as envisaged in accordance with the Agreement and in accordance with applicable Laws. The Customer must provide copies of any such consents and/or notices to Walr if requested from time to time. The Customer acknowledges and agrees that Walr is only responsible for facilitating (not obtaining) the collection of Respondent consents which the Customer includes in the Survey through (i) Walr's deployment of the Surveys and (ii) collection of the responses from the Respondents.

5.7 Any breach by the Customer of any of its obligations under this clause 5 will be deemed to be a material breach of the Agreement.

6. Intellectual property

- 6.1 Walr (and its licensors, as applicable) own all rights, title and interest and Intellectual Property Rights in or relating to (a) the Services (including all underlying software, applications, databases and materials used to provided such Services), (b) in the Background IPR, and (c) as expressed in clauses 6.2 and 6.3 (**Walr IPR**). Nothing in the Agreement will operate to transfer to the Customer the ownership of any Intellectual Property Rights in or relating to the Walr IPR. For the purposes of the Agreement, "**Background IPR**" shall mean any and all research tools, methodologies, concepts, ideas, techniques and know-how developed and/or used by Walr in (or for the creation of) the Surveys and/or reports provided as part of the Services.
- 6.2 Walr will own all right, title and interest, including all Intellectual Property Rights, in and to any improvement, enhancement, upgrade or modification to the Services and any other Walr that arises or is obtained or developed under or in relation to the Agreement.
- 6.3 Suggestions or feedback provided by the Customer to Walr relating to the Services will be Walr's property and will be deemed to be Confidential Information of Walr.
- 6.4 Subject always to payment of the relevant fees in accordance with clause 9, Walr grants to Customer, a worldwide, non-exclusive license to use the Background IPR solely to the extent it has been incorporated into the Surveys, Interviews and related reports provided to Customer as part of the Services and as necessary for Customer to use the Surveys, Interviews and related reports for the normal internal business operations of the Customer.
- 6.5 Any Intellectual Property Rights in (a) any Customer Data uploaded by the Customer to the Walr Platform Services or otherwise provided to Walr by the Customer in relation to the Agreement, and (b) the contents provided by Customer for any Survey and any responses to that Survey provided in the Interview, excluding any Walr IP contained therein, will be owned by the Customer and/or its third party licensors (**Customer IP**). If and to the extent that any Customer IP vests in Walr by operation of law, Walr hereby assigns all such Customer IP (by way of a present assignment of past, present and future rights) to the Customer.

7. Warranties

- 7.1 Each party represents, warrants and undertakes that (a) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and is fully qualified and empowered to own its assets and carry on its business; and (b) it has the requisite power, right and authority to enter into and perform its obligations under the Agreement, and the Agreement will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms.
- 7.2 Walr warrants during the SOW Term that the Walr Platform Services will be provided using reasonable skill and care and operate materially in accordance with the Platform Services Specification.
- 7.3 Walr warrants during the SOW Term that it will perform the Walr Non-Platform Services using reasonable skill and care. Walr will use reasonable endeavours to meet any performance dates specified in the SOW, but any such dates will be estimates only and time for performance by Walr will not be of the essence in the Agreement.
- 7.4 Walr will not be responsible for any breach of clause 7.2 and/or 7.3 to the extent caused by:
 - (a) modifications made to the Walr Platform Services by anyone other than Walr and/or its subcontractors;
 - (b) the combination, operation or use of the Walr Platform Services with any software, hardware or data that has not been supplied by Walr;
 - (c) Walr's adherence to the Customer's specifications or instructions;
 - (d) the Customer's failure to use the Walr Platform Services strictly in accordance with the Agreement;
 - (e) the Customer's misuse of the Walr Platform Services;
 - (f) scheduled maintenance or any other valid suspension or termination of the Walr Platform Services under the Agreement.
- 7.5 Walr does not make any representation, or give any warranty or undertaking, that the Services will meet the Customer's requirements or that the Services will be error-free or that their operation will be uninterrupted. Except as set out in clause 13.2. Walr will not, under any circumstances, be

responsible for protecting the Customer's hardware, software, network or other systems from attacks, whether external or internal, or from software or other code meant to be harmful or disruptive, including any Malicious Software.

- 7.6 Walr does not make any representation, or give any warranty or undertaking, regarding the results of any use of the Services. The Customer assumes sole responsibility for any results obtained by use of the Services. Any Customer Data or any hardware, software, network or other systems used to access or use the Services (or otherwise used in connection with the Services) are not the responsibility of Walr. Walr will not be liable for any delays or disruptions in relation to the Customer's access or use of the Services which are attributable to the internet or other systems outside of the reasonable control of Walr.
- 7.7 If the Customer believes there has been a breach of clause 7.2 or 7.3, it must immediately notify Walr in writing describing the relevant breach in sufficient detail to enable Walr to analyse and (where applicable) rectify repair, correct or resolve it. If there has been a breach of:
- (a) clause 7.2, then Walr's sole obligation, and the Customer's exclusive remedy, will be for Walr to use reasonable efforts to rectify, repair or correct such breach within a reasonable time at no additional charge to the Customer; or
 - (b) clause 7.3, then Walr's sole obligation, and the Customer's exclusive remedy, will be for Walr to use reasonable efforts to resolve the relevant breach as part of the Support Services; or
 - (c) if Walr cannot reasonably rectify repair, correct or resolve such breach pursuant to clauses 7.7(a) and/or 7.7(b) (as applicable) after using commercially reasonable efforts to do so, then Walr may terminate the affected Services and respective SOW (or part thereof) and will refund to the Customer the fees paid by Customer in advance for the unused portion of such Services after the date of termination in respect of the affected Services (or part thereof). This clause 7.7 constitutes the Customer's exclusive remedy and Walr's entire liability in respect of such warranty breach claims.
- 7.8 If a reported defect in the Walr Platform Services is attributable to a cause other than a breach of clause 7.2 (including any of the factors referred to in clause 7.4), then Walr will be entitled to payment for its investigation and correction efforts on a time and materials basis at Walr's then current rates.
- 7.9 The Customer acknowledges that Walr will not provide any legal, financial, accountancy or taxation advice under the Agreement.
- 7.10 Except as set out in the Agreement, the Services are provided on an "as is" and "as available" basis. The express terms and conditions of the Agreement will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including without limitation implied undertakings of satisfactory quality, merchantability and fitness for purpose), all of which are excluded to the fullest extent permitted by law.

8. Indemnities

- 8.1 Walr shall indemnify the Customer and its directors, employees, and officers (**Indemnified Parties**) from and against (or at its option settle) any claims made by a third party that the Services when used in accordance with the terms and conditions of the Agreement and the SOW infringe the Intellectual Property Rights of that third party (**IPR Claim**), and shall indemnify the Indemnified Parties for any damages awarded against the Indemnified Parties by a court of competent jurisdictions or agreed upon in settlement by Walr arising from any IPR Claim. Walr shall have no liability under this clause 8.1 to the extent any IPR Claim arises from (i) Customer Data, (ii) any modification or additions to the Services other than by Walr, (iii) compliance with Customer's specifications or instructions, (iv) Customer's use of the Services or related documentation otherwise than in accordance with the Agreement and the related documentation and the relevant SOW Form, (v) Customer's failure to use the updated version of the Services made available by Walr, or (vi) any claim arising from the circumstances covered by Customer's obligations in clause 8.2. In the event an IPR Claim, or in Walr's reasonable opinion such claim is likely to be made, then Walr shall, at its own expense either, (a) procure for Customer the right to continue using the affected part of the Services, as applicable; (b) modify or replace the affected part of the Services, as applicable; or (c) if Walr is unable to comply with sections 8.1 (a) or (b) after using commercially reasonable efforts, then Walr may terminate the affected Services and respective SOW for the affected Services (or part thereof) and will refund any fees paid in advance by Customer for the unused portion of such Services after the date of termination in respect of the affected Services (or part thereof). This clause 8.1 constitutes Customer's exclusive remedy and Walr's entire liability in respect of an IPR Claim.
- 8.2 The Customer must indemnify each member of the Walr Group and its employees, directors and officers from and against any Losses suffered or incurred arising out of or in connection with any Claim by a third party relating to:
- (a) any of the Customer Data, including any Claim that use of the Customer Data under the Agreement infringes the Intellectual Property Rights or other rights of any person;
 - (b) any breach by the Customer of any of its obligations under the Agreement;
 - (c) Walr's compliance with any specifications or instructions from the Customer.
- 8.3 If either party (the **Indemnifying Party**) is required to indemnify the other party (the **Indemnified Party**) under this clause 8.1 or 8.2, as applicable, the relevant Indemnified Party shall: (a) notify the Indemnifying Party promptly in writing of any Claim against it in respect of which it wishes to rely on the indemnity at clause 8.1 or 8.2, as applicable; (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld or delayed; (c) provide the Indemnifying Party with such reasonable assistance regarding the Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's reasonable costs so incurred; (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute; and (e) use reasonable endeavours to mitigate any losses, costs, damages or expenses which the Indemnifying Party may be liable for.

9. Payment terms

- 9.1 All fees payable by the Customer under the Agreement (as set out in the SOW) (the **Fees**) must be paid by the Customer, in cleared funds and in the currency specified in the SOW, into the bank account nominated by Walr from time to time. The Fees will be invoiced by Walr at the times set out in the SOW.
- 9.2 The Customer must pay all sums due to Walr under the Agreement in accordance with clause 9.1 within the period specified in the SOW (or, if no such period is specified, within 30 days from the date of invoice).

- 9.3 If the Customer fails to make payment in accordance with this clause, then Walr may charge interest on the overdue amount at the annual rate of 4% above the Bank of England base lending rate (from time to time in force), accruing on a daily basis, compounded quarterly, from the date on which such amount fell due until payment, whether before or after judgment.
- 9.4 All sums due under the Agreement are exclusive of VAT or any equivalent sales tax or GST (as applicable) which will be charged in addition in accordance with the relevant regulations in force at the time of making the relevant taxable supply and must be paid by the Customer against receipt of a valid VAT or other invoice.
- 9.5 All amounts under or in relation to the Agreement must be paid in full without any deduction or withholding other than as required by Law and the Customer is not entitled to assert any credit, set off or counterclaim against the other party in SOW to justify withholding payment of any such amount in whole or in part. If any withholding is required by Law, then the Customer must pay an increased amount such that, after the withholding has been applied, Walr receives the same net amount as if the withholding had not been required.
- 9.6 Walr may immediately suspend the provision of all or any part of the Services and/or the performance of any of Walr's other obligations under the Agreement if, at any time, the Customer fails to pay an amount which is:
- (a) due and payable by the Customer under the Agreement;
 - (b) not paid by the Customer within the permitted payment period referred to in clause 9.2 (the **Permitted Payment Period**); and
 - (c) not paid by the Customer within a further period of 10 days (the **Overdue Period**) after Walr gives a notice of non-payment (such notice not to be given before the end of the Permitted Payment Period).

10. Liability

- 10.1 Nothing in the Agreement will operate so as to exclude or limit the liability of (a) either party to the other for (i) fraud, (ii) death or personal injury arising out of negligence, or (b) any other liability that cannot be excluded or limited by mandatory applicable law.
- 10.2 Subject to clause 10.1, the total aggregate liability of Walr under or in relation to the Agreement, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence) and breach of statutory duty, will not exceed an amount equal to the Fees paid by the Customer to Walr during the 12 month period immediately preceding the date of occurrence of the first event giving rise to any liability of Walr under or in connection with the Agreement.
- 10.3 Subject to clause 10.1 and except as otherwise expressly provided in this Agreement, Walr will not be liable to the Customer for any Losses incurred as a result of any Claim by any third party (including Authorised Users) which is made against the Customer in respect of the provision or use of the Services or any other matter relating to the subject-matter of the Agreement.
- 10.4 Subject to clause 10.1, Walr will not be liable to the other party for:
- (a) any loss of (i) profits, (ii) revenue, (iii) contracts, (iv) customers, (v) sales, (vi) business or (vii) business opportunities, (viii) loss of use or productivity, (ix) damage to goodwill, (x) business interruption, (xi) anticipated savings, (xii) wasted expenditure, (xiii) any loss, damage or corruption of data, databases or software or (xiv) costs of procuring or migrating to replacement services (regardless of whether any of these types of loss or damage are direct, indirect or consequential) or any other economic or financial losses similar to any of the foregoing; or
 - (b) any indirect or consequential losses or damage,

arising under or in relation to the Agreement, even if Walr was aware of the possibility that such loss or damage might be incurred by the Customer.

11. Duration and termination

- 11.1 Unless terminated earlier in accordance with its terms, the Agreement commences on the date specified in the SOW (**Effective Date**) and continues for the initial period specified in the SOW (the **Initial Term**).
- 11.2 Either party may immediately terminate the Agreement by giving written notice to the other party (the **Defaulting Party**) if:
- (a) the Defaulting Party commits a material breach of the Agreement and either (i) such breach is irremediable or (ii) if such breach is remediable, the Defaulting Party fails to remedy the breach within 30 days of receipt of the other party's written notice to do so;
 - (b) an Insolvency Event occurs in relation to the Defaulting Party;
- 11.3 Walr may immediately terminate this Agreement by giving written notice to the Customer if (i) Walr has exercised its suspension rights under clause 7.7 and (ii) the Customer fails to pay the relevant overdue amount within a further period of 10 days after Walr gives an additional notice of non-payment (such notice not to be given before the end of the Overdue Period).
- 11.4 Each party's further rights and obligations under the Agreement will cease immediately upon the expiry or termination, provided that the expiry or termination will not affect:
- (a) the accrued rights and obligations of the parties as at the date of expiry or termination; or
 - (b) the continued operation of clauses 4, 5, 6, 7, 9, 10, 11, 12, 14, 15-21, 23 and 24 and any other provisions of the Agreement which are necessary for the interpretation or enforcement of the Agreement.
- 11.5 All outstanding sums payable by the Customer to Walr under the Agreement will become immediately due and payable upon the expiry or termination of the Agreement for any reason.
- 11.6 Immediately upon the expiry or termination of the Agreement for any reason:
- (a) all rights for the Customer and its Authorised Users to access and use the Services (and all other rights and licences granted by Walr under the Agreement) will cease; and
 - (b) each party will return or destroy, and (in each case) make no further use of any Materials (and all copies of them) belonging to the other party, including the other party's Confidential Information (except Walr may retain reasonable professional records of the Customer's use of the Services and will be entitled to retain the Customer's Confidential Information for the purposes of internal audit, litigation and/or to comply with applicable Laws).

11.7 During a 30 day period following the expiry or termination of the Agreement, the Customer will have the ability to export any Customer Data which is stored in the Walr Platform Services at that time. Following such period, Walr will have no obligation to maintain or provide the Customer Data and may thereafter, unless legally prohibited or Walr's retention policy requires storage of such Customer Data, delete all Customer Data in its systems. The Customer acknowledges that following any such deletion of the Customer Data, the Customer Data will be unrecoverable.

12. Confidentiality

12.1 The Recipient Party must:

- (a) keep all Confidential Information secret;
- (b) not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with this clause 12; and
- (c) only use or make copies of Confidential Information in connection with and to the extent necessary for the purposes of the Agreement.

12.2 The Recipient Party may disclose Confidential Information to any Authorised Persons on a "need-to-know" basis solely in relation to the Agreement, provided that the Recipient Party ensures that such Confidential Information is kept confidential by the applicable Authorised Persons.

12.3 Walr may disclose the Confidential Information of the Customer to other members of the Walr Group solely in relation to the Agreement, provided that Walr ensures that such Confidential Information is kept confidential by the relevant recipients.

12.4 The Recipient Party may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by Law. In those circumstances (provided that it is practical and lawful to do so):

- (a) the Recipient Party must notify the Disclosing Party in writing as soon as practicable before the disclosure;
- (b) the parties must use all reasonable endeavours to consult with each other with a view to agreeing the timing, manner and extent of the disclosure; and
- (c) the Recipient Party required to disclose must in any event use all reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.

If the Recipient Party is unable to inform the Disclosing Party before Confidential Information is disclosed, it must (provided that it is lawful to do so) fully inform the Disclosing Party immediately afterwards in writing of the circumstances of the disclosure and the Confidential Information which has been disclosed.

12.5 The undertakings and other provisions of this clause 12 will survive the expiry or termination of the Agreement.

12.6 The Customer authorises Walr to publicly disclose that the Customer is a client of Walr (including in client lists, commercial proposals and on the Walr website and social media accounts), including details of the services provided to the Customer and to use the Customer's brands and logos in connection with such disclosures.

13. Data protection and Security

13.1 The DPA governs the processing of Personal Data by Walr and forms part of and is hereby incorporated into the Agreement by reference.

13.2 Walr will comply with its security policy (available at <https://walr.com/app/uploads/2023/09/Walr-ISMS-Information-Security-Policy.pdf>, as may be amended by Walr from time to time) in relation to the provision of the Services.

14. Non-solicitation

14.1 During the period described in clause 14.1, the Customer must not, directly or indirectly for itself or on behalf of any of its Affiliates or clients, solicit, employ or engage any current or former employee or contractor of Walr or its Affiliates who is involved in the provision or receipt of any of the Services (each, a **Relevant Person**), except where the Relevant Person responds to general recruitment advertising which is not specifically targeted at the Relevant Person. The period referred to in clause 14.1 is the period beginning on the Effective Date and continuing until the earlier of:

- (a) 12 months after the expiry or termination (for any reason) of the Agreement; or
- (b) in relation to a specific Relevant Person, 12 months after that Relevant Person ceases to be involved in the provision or receipt of the relevant Services.

15. Assignment and sub-contracting

15.1 Except as otherwise permitted in this clause, neither party may assign, novate or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed, and any transfer or attempted transfer of such rights will be null and void. Each party may assign, novate or otherwise transfer its rights and obligations under the Agreement to any of its Affiliates or to any successor in business without the other party's consent, provided that in the case of the Customer, such assignment, novation or transfer is not to a competitor of Walr and must be to an Affiliate or successor in business which is of at least the same financial standing as the Customer.

15.2 Walr may sub-contract any of its rights or obligations under the Agreement to any other member of the Walr Group or any other third party without the Customer's consent.

15.3 Each party will execute any document reasonably required by the other party to give effect to any such assignment, novation or transfer.

16. Force majeure

16.1 If a Force Majeure Event occurs that prevents, hinders or delays a party (the **Affected Party**) from performing any of its obligations under the Agreement, the Affected Party will not be liable to the other party and will be released from its obligation to perform the relevant obligations to the extent that its ability to perform those obligations has been directly affected by the Force Majeure Event.

16.2 The Affected Party must:

- (a) notify the other party in writing as soon as reasonably practical of the occurrence of the Force Majeure Event;

(b) use reasonable endeavours to mitigate the impact of the Force Majeure Event.

16.3 Upon cessation of the Force Majeure Event, the Affected Party must promptly notify the other party of such cessation and resume performance of the affected obligations.

16.4 If a Force Majeure Event prevents either party from complying with any of its obligations under the Agreement for more than 60 consecutive days, then either party may immediately terminate the Agreement by giving written notice to the other party.

16.5 Neither party will be entitled to rely on this clause 16 to claim that it has been prevented, hindered or delayed in its payment of any amount due to the other party under the Agreement.

17. Notices

17.1 Any notice, consent, permission or other communication from either party (**Sender**) to the other party (**Recipient**) which is required to be given under or in connection with the Agreement (**Notice**) must be sent to the officer of the Recipient whose details are set out in clause 17.2 (as may be amended from time to time in accordance with clause 17.2). Notices must be delivered by hand, email or recorded delivery post (or any equivalent postal service).

17.2 The details of the Customer for the purposes of Notices are as set out in the SOW. The details of Walr for the purpose of Notices are as follows:

For the attention of: CHIEF COMMERCIAL OFFICER
Address: The Sea Building, First Floor, 127 Great Suffolk Street, London, England, SE1 1PP
Email: ben.walton@walr.com

17.3 Each party may alter the Notice details which relate to itself and must promptly notify the other party of any such change by a Notice in accordance with this clause 17. The change will take effect 7 days after the day on which the Notice of the change is deemed to be delivered in accordance with clause 17.5.

17.4 The Sender must:

- (a) where the Notice is delivered by hand, keep a delivery receipt;
- (b) where the Notice is delivered by email, send the Notice as a pdf attachment and keep a saved sent copy of the email;
- (c) where the Notice is delivered by recorded delivery or any equivalent postal service, keep a postal receipt issued by the relevant postal service.

17.5 For the purposes of this clause 17, "**Notice Day**" means a day other than a Saturday or a Sunday or a public holiday in the place where the Notice is delivered. This clause 17.5 will apply in the absence of proof of earlier receipt. Subject to clause 17.6, any Notice will be deemed to have been duly given:

- (a) if delivered by hand, at the time and date of delivery shown on the delivery receipt kept by the Sender;
- (b) if sent by email, at the time and date of the transmission shown on the saved sent copy kept by the Sender, provided that no error message indicating failure to deliver has been received by the Sender;
- (c) if sent by recorded delivery or any equivalent postal service to a Recipient in the same country as the Sender, 2 Notice Days from the date of posting as shown on the postal receipt kept by the Sender; or
- (d) if sent by recorded delivery or any equivalent postal service to a Recipient in a different country to the Sender, 5 Notice Days from the date of posting as shown on the postal receipt kept by the Sender.

17.6 If any Notice is received (or deemed under clause 17.5 to have been received) before 9:00am or after 5:00pm on a Notice Day, or on a day that is not a Notice Day, then the Notice will only be deemed to have been duly given at 9:00am on the next Notice Day.

18. Third party rights

18.1 The Customer's obligations under the Agreement (including any representations, warranties and undertakings given by the Customer) are given for the benefit of each member of the Walr Group.

18.2 It is intended that a member of the Walr Group may enforce the benefits conferred on it under the Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

18.3 The consent of the other Walr Group members is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of the Agreement or any one or more clauses of it.

18.4 Except as set out in clause 18.2, a person who is not a party to the Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

19. Entire agreement

19.1 The Agreement constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.

19.2 Each party acknowledges that in entering into the Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of the other party in relation to the subject matter of the Agreement at any time before its signature (together, **Pre-Contractual Statements**), other than those that are set out expressly in the Agreement.

19.3 Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements but for clause 19.2.

19.4 Nothing in this clause 19 will exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

20. Severability

- 20.1 If any provision, or part of a provision, of the Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision will be deemed not to form part of the Agreement, and the legality, validity or enforceability of the remainder of the provisions of the Agreement will not be affected, unless otherwise required by operation of applicable Law.
- 20.2 The parties must use all reasonable endeavours to agree within a reasonable time any lawful and reasonable variations to the Agreement which may be necessary in SOW to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.

21. Miscellaneous

- 21.1 No variation of the Agreement will be effective unless made in writing and signed by or on behalf of each of the parties or by their duly authorised representatives.
- 21.2 Without prejudice to any other rights or remedies of a party, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of clauses 6 and/or 12 the Agreement. Accordingly, each party may be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of clauses 6 and/or 12 of the Agreement by the other party.
- 21.3 The rights, powers and remedies provided in the Agreement are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by applicable Laws or otherwise.
- 21.4 Nothing in the Agreement will (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose, between the parties.
- 21.5 The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of the Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 21.6 Each party must at its own cost and expense execute, or use all reasonable endeavours to ensure the execution of, whatever further documents or deeds the other party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Agreement.
- 21.7 Each party must (except as expressly provided) bear its own costs and expenses in connection with the preparation, negotiation, and execution of the Agreement.
- 21.8 The Agreement may be entered into by the parties in any number of counterparts. Each counterpart will, when executed and delivered, be regarded as an original, and all the counterparts will together constitute one and the same instrument. The Agreement will not take effect until it has been executed by both parties.

22. Insurance. Walr will have and maintain relevant insurance as required by applicable law.

23. Governing law and jurisdiction

- 23.1 The Agreement and any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including any dispute or claim relating to non-contractual obligations) will be governed by and construed in accordance with English law.
- 23.2 The parties agree to submit any dispute arising out of or in connection with the Agreement to the exclusive jurisdiction of the courts of England and Wales (including any dispute or claim relating to non-contractual obligations).

24. Definitions and interpretation

Definitions

Affiliate means in relation to a contracting party to the Agreement, any entity which directly or indirectly controls, is controlled by, or is under common control with, that contracting party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the contracting party.

AUP means Walr's acceptable use policy set out at <https://walr.com/app/uploads/2022/11/AUP.pdf> (as may be amended from time to time by Walr).

Authorised Persons means the directors, employees, officers, professional advisers, agents and contractors of the Recipient Party with a need to know any Confidential Information of the Disclosing Party.

Authorised User means: (i) the employees of the Customer and its Affiliates (to the extent permitted in the SOW) and (ii) to the extent permitted in the Platform Services Specification and/or relevant SOW, the employees of any End Clients of the Customer.

Background IPR: has the meaning given in clause 6.1.

Claim means any claim, action, proceeding or investigation of any nature or kind.

Confidential Information means all information in any medium or format (including written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with all copies, which relates to a party (**Disclosing Party**) or to its employees, officers, customers or suppliers (or, where Walr is the Disclosing Party, to the Walr Group as a whole or their employees, officers, customers or suppliers), and which is directly or indirectly disclosed by the Disclosing Party to the other party (the **Recipient Party**) in the course of their dealings relating to the Agreement, whether before or after the date of the Agreement. However, the following information is not "Confidential Information" for the purposes of the Agreement:

- (a) information which is in the public domain other than as a result of breach of the Agreement or any separate confidentiality undertaking between the parties;
- (b) information which the Recipient Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and
- (c) information which was developed or created independently by or on behalf of the Recipient Party or, where Walr is the Recipient Party, by or on behalf of the Walr Group.

Customer Data means any of Customer's information or other Materials uploaded, inputted or submitted by the Customer to the Walr Platform Services or otherwise provided to Walr by the Customer in respect of the Services required and in relation to this Agreement.

Data Protection Legislation has the meaning given in the DPA.

DPA means the Data Protection Addendum, set out at <https://walr.com/app/uploads/2024/02/Walr-Data-Processing-Addendum.pdf>.

End Client means the clients of the Customer permitted to use the Services as permitted in the relevant SOW and Platform Service Specifications.

Force Majeure Event means an event the occurrence of which is beyond the reasonable control of the Affected Party. The following, non-exhaustive list of events will be deemed to be beyond the reasonable control of the parties: Act of God (including earthquake or other natural disaster), act of terrorism, war or warlike operations, civil unrest or riot, industrial action, fire, flood, explosion, epidemic, pandemic, any Law or any action taken by a government or public authority, non-performance by suppliers or subcontractors, interruption or failure of electricity, communications, internet or other services.

Insolvency Event means in respect of each party:

- (a) that party becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent;
- (b) a petition is presented, an SOW made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of that party;
- (c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to that party and/or over all or any part of the assets of that party; or
- (d) that party enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally;
- (e) any circumstances arise or events occur in relation to that party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in paragraphs (a) to (d).

Intellectual Property Rights means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks, service marks and trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and Confidential Information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect which currently exist anywhere in the world.

Interview means a completed Survey by a Respondent.

Laws means legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, or other relevant body.

Loss means any loss, damage, fines, liability, charge, expense, outgoing or cost (including any legal and other professional costs) of any nature or kind.

Malicious Software means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on hardware, program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence and includes computer programs commonly referred to as worms, trojan horses, time or logic bombs, and disabling codes or routines.

Materials means all documents, information, items, data and materials in any form, provided by or on behalf of one party to the other in connection with the Agreement.

Non-Platform Services Services and Support offer means the document setting out details of the Walr Non-Platform Services, set out at <https://walr.com/app/uploads/2024/02/Walr-Non-Platform-Services.pdf> (as may be amended from time to time by Walr).

SOW means the Statement of Work for the purchase by and provision to Customer of the relevant Services detailed therein, which may be in the form of either (i) a signed SOW form agreed between the parties; or (ii) an email offer including pricing and timeframes sent by Walr and accepted by Customer, without any changes, by return email in accordance with the terms of such email and these associated T&Cs, creating a binding agreement between the parties.

SOW Term has the meaning given in clause 11.1.

Personal Data has the meaning given to it in the DPA.

Platform Services Specification means the specification setting out details of the Walr Platform Services, set out at <https://walr.com/app/uploads/2022/12/Walr-Platform-Services-Specification.pdf> (as may be amended from time to time by Walr).

Protected Area means:

- (a) in the case of EU personal data, the members states of the European Union and the European Economic Area and any country, territory, sector or international organisation in respect of which an adequacy decision under Art.45 GDPR is in force; and
- (b) in the case of UK personal data, the United Kingdom and any country, territory, sector or international organisation in respect of which an adequacy decision under United Kingdom adequacy regulations is in force.

Renewal Term has the meaning given in clause 11.1.

Respondent means a person who responds to questions set out in the Survey.

Security Breach means any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that the Walr processes in the course of providing the Services.

Services means the services to be provided under the Agreement, as specified in the SOW, comprising (i) any relevant Walr Platform Services; (ii) any relevant Walr Non-Platform Services; (iii) any Support Services; and/or (iv) any Training Services.

Support Services means the support services defined in the Platform Services Specification.

Survey means a set of interview questions to be completed by Respondents which is designed and provided by the Customer to Walr and deployed by Walr as part of the Services.

Training Services means the training services defined in the Platform Services and Support offer..

Walr Group means Walr and each of (i) its subsidiaries, (ii) its holding companies and (iii) every subsidiary of each such holding company, in each case from time to time.

Walr Non-Platform Services means the services (other than the Walr Platform Services) provided by Walr under the Agreement, as described in the SOW and the Non-Platform Services and Support offer.

Walr Platform Services means the platform services provided by Walr under the Agreement, as described in the SOW and the Platform Services Specification.

Interpretation

1. In the Agreement, "company" means any body corporate and "subsidiary" or "holding company" will be construed in accordance with section 1159 of the Companies Act 2006.
2. The clause and Schedule headings are for convenience only and will not affect the interpretation of the Agreement.
3. References to clauses are to clauses in the main body of the Agreement, and references to paragraphs are to paragraphs of the Schedules.
4. References to the singular include the plural and vice versa, and references to one gender include the other gender.
5. Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
6. Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.
7. Any reference to a statute, statutory provision or subordinate legislation (legislation) (except where the context otherwise requires) (i) will be deemed to include any bye laws, licences, statutory instruments, rules, regulations, SOWs, notices, directions, consents or permissions made under that legislation and (ii) will be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.
8. Any reference to an English legal expression for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal expression.