

Lightspeed365 Software Agreement

This Lightspeed365 Software Agreement (“**LSA**”) is a legal agreement entered into between the parties, Content Formula Limited, a company registered in England with company number 6577200 and having its registered address at Content Formula Limited, Kemp House, 152-160 City Road, London, EC1V 2NX. United Kingdom. (“**CF**” or “**Content Formula**”) and the customer (“**Customer**”) an organisation whose name and details are contained within the Software Purchase Agreement (“**SPA**”). The LSA is accepted by the Customer and shall form the agreement between the parties.

1. LICENCE RIGHTS AND RESTRICTIONS

1.1. Rights Reserved by CF

CF owns all title and intellectual property rights in and to the Lightspeed365 software, documentation, and information materials (“**Software**”). CF reserves all rights not expressly granted to the Customer under this LSA.

1.2. Customer’s licence to use the Software

1.2.1. Subject to the Customer's fulfilment of the Customer's obligations under the LSA, including, without limitation, payment of any and all applicable fees, CF hereby grants the Customer, subject to the restrictions in Clause 1.3 below, a non-exclusive, non-transferable, perpetual licence to use the Software according to the terms in this LSA.

1.2.2. The Customer’s licence to use the Software will take effect on the date of the acceptance of this LSA by the Customer as specified in the SPA. However, this licence may be revoked in writing if the Customer fails to fulfil their payment obligations.

1.2.3. The Customer may grant access to the Software for the number of users specified in the SPA. The Customer is responsible for the administration of users and for their use of the Software.

1.2.4. The Customer shall ensure that the Software is not used in a manner which could in any way harm CF's name, trademarks, reputation, or goodwill, or which violates applicable laws or regulations.

1.2.5. CF reserves the right to disable the Customer’s access to the Software, either partially or entirely, if the Customer is in breach of this LSA, including but not limited to non-payment of fees. CF will provide written notice of such breach, and if the breach is not remedied within 15 days, access to the Software may be suspended or terminated.

1.3. Restrictions

1.3.1. The Customer may not assign, donate, sell, sub-license, rent, lease or lend the Software.

1.3.2. The Customer may not make any copies of the Software, except for backup purposes. Similarly, the Customer may not publish, distribute or otherwise make the Software available for others to copy or use.

1.3.3. The Customer may integrate the Software into Customer's IT environment namely Microsoft Office 365 but may not otherwise:

- i) amend, update, improve or modify the Software or any part thereof,
- ii) implement the Software or any part thereof in other software, platforms or solutions)
- iii) create derivative works based on the Software,
- iv) amend, change, modify or further develop the Software in any manner,
- v) make or perform any form of reverse engineering, decompilation or disassembly of the Software,
- vi) allow or facilitate any third parties to perform any of the prohibited actions in this clause 1.3.3.

2. LICENCE FEE AND PAYMENT TERMS

The licence fee and the payment terms are set out in the SPA.

3. SUBSCRIPTION SERVICES ("**Subscription Services**")

3.1. When purchased the software includes a subscription to software support services, software fixes and software updates for a term stipulated in the SPA (typically one year).

3.2. Support ("**Support**")

CF provide assistance with software-related issues encountered during the Subscription Services period. Support includes:

- i) Help with diagnosing and resolving issues that arise from normal usage of the software
- ii) Advice on how to use software features and best practices for optimal functionality.
- iii) Support does not cover issues related to the Customer's IT environment, including SharePoint, other SharePoint web parts, Microsoft 365, Active Directory, or any third-party systems. Additional assistance for these environments can be purchased separately from CF.

3.3. Software fixes ("**Hot Fixes**")

Hot Fixes are one-off software updates that address software defects or bugs that in the Lighthspeed365 web parts. During the Subscription Services period, the Customer is entitled to Hot Fixes within the license type as set out in the SPA .

3.4. Software updates ("**Upgrades**")

- i) Upgrades refer to enhancements to existing web parts as well as newly developed web parts released in the license type as set out in the SPA. Starting from the second year, if the Customer renews the subscription, they will receive a one-time annual update that may include newly developed web parts, performance improvements, and enhancements to existing features. This update is provided only once per subscription period, and further updates, enhancements, or new features will require an active subscription renewal.

3.5. The Customer may purchase additional Subscription Service terms at the end of the first year or at any point in the future. For the avoidance of doubt, unless the

Customer has a paid-up, valid and current subscription then they shall not be entitled to any Support, Fixes or Updates.

- 3.6. The software is provided 'as is' without any warranties, express or implied, for customers without an active subscription.
- 3.7. The Subscription Services do not entitle the Customer to technical support, assistance, maintenance and similar support relating to the Customer's own IT environment. Customer may purchase such support services from CF or CF's authorised partner (Partner) in a separate agreement.
- 3.8. CF shall provide the Subscription Services with all reasonable skill and care and in accordance with good industry practice.

4. CF RESPONSIBILITIES

- 4.1. In providing the Software, CF shall comply with all the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Software ("**Applicable Laws**").
- 4.2. Without limitation of Clause 4.1 CF shall comply with all Applicable Laws relating to anti-bribery, anti-corruption, anti-tax evasion and anti-slavery including the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finance Act 2017 ("**Anti-Corruption Laws**").
- 4.3. CF shall use reasonable endeavours to ensure that its personnel, subcontractors, agents and suppliers involved in the performance the Software do not, place the Customer in breach of any Anti-Corruption Laws.
- 4.4. CF represents that at the date of this agreement:
 - 4.4.1. As far as it is aware neither it nor any of its officers or employees has been convicted of any offence under, or is or has been subject to any investigation relating to, the Anti-Corruption Laws;
 - 4.4.2. it is not aware of any circumstances within its supply chain that have given rise to, or are likely to give rise to, an investigation relating to an alleged offence under the Anti-Corruption Laws.

5. TERMINATION

5.1. Perpetual Software Licence

5.1.1. The Customer's licence to use the Software is perpetual and non-terminable by the Customer. The Customer retains the right to use the Software even if the Subscription Services are terminated or are allowed to expire, provided all fees due under this Agreement have been paid. Except:

- 5.1.1.1. in cases of material breach of this LSA
- 5.1.1.2. in cases where the Customer organisation is acquired by (including reverse acquisitions) or merges with a larger organisation. In such cases the existing licence will terminate and be disabled and a new licence will need to be purchased.

5.2. Subscription Services

- 5.2.1. The Subscription Services are provided for an initial subscription period as set out in the SPA (the "Subscription Period"). During this period, the Customer may terminate the Subscription Services by providing written notice, but will not be entitled to any refund of fees already paid or committed. If the Customer has not already paid in full, they remain liable for the total fees for the Subscription Period.
- 5.2.2. Customer may extend the Subscription Services at any time in increments of 12 months and such extension shall be subject to the terms set out in this agreement.
- 5.2.3. CF reserves the right to apply reasonable adjustments to the subscription fees at the end of each Subscription Period or Renewal Period. Any changes to the subscription fees will be communicated in writing no later than 120 days before the start of the next period.

5.3. Breach

In the event that the Customer commits a material breach of any term, condition or provision of the LSA or in case of the Customer's insolvency or bankruptcy or notice thereof, CF may, at its discretion, revoke the Software licence and/or terminate the Subscription Services.

6. CONFIDENTIALITY

- 6.1. "**Confidential Information**" means all information of a confidential or proprietary nature relating to the Customer's or CF's business or finances, including but not limited to pricing, information related to the Software, and client information, whether imparted in writing, orally, electronically or on any other media.
- 6.2. Both parties agree to keep the Confidential Information secret and shall only disclose it to its employees, contractors, sub-contractors or directors who are necessarily engaged in activities directly related to the Software and on a need-to-know basis and shall ensure that such employees, contractors or directors keeps the Confidential Information secret.
- 6.3. The provisions of this clause 5 shall not apply to Confidential Information which is already in the public domain or which is legally required to be disclosed pursuant to any statute, regulation or order of the court or regulatory authority.
- 6.4. This clause 5 shall apply during the Binding Period of the LSA and shall survive this LSA for a period of 5 years following termination.

7. CUSTOMER DATA

- 7.1. The Parties agree that any data provided to CF in connection with the Software and/or the Subscription Services by the Customer belongs to the Customer.

- 7.2. The Customer agrees that when performing necessary services and support to the Software CF may create back ups of the Customer data for the purposes of disaster recovery and maintaining a consistent, uninterrupted service.
- 7.3. CF reserves the right to delete all copies of the Customer's data under its control 90 days after termination of the LSA, regardless of the reason for termination, and CF is under no obligation to store Customer data after this time unless required to do so by law.
- 7.4. Customer agrees that in exceptional cases CF may be required by law to provide access to the Customer data to relevant authorities. In such cases and where permitted to do so by law CF will inform Customer that an access request has been submitted.
- 7.5. The Customer represents that it has obtained necessary consents and permissions to process and store all data that it shares with CF and that its use of the data does not infringe on any party's rights or breach any applicable laws, regulations or covenants. The Customer indemnifies CF against any claim for damages that may arise from its use of the data in delivering the Software and Subscription Services.
- 7.6. CF has the right to assign its responsibilities in whole or in part under this LSA to a Partner, subject to the Customer's agreement, which may not be unreasonably delayed or withheld.
- 7.7. The Customer's data is processed in accordance with the "Data Processing Agreement" which is available at all times at <https://www.contentformula.com/license-terms/Lightspeed-Data-Processing-Agreement.pdf> and referenced and linked in the SPA.
8. OPERATING STABILITY
- 8.1. CF's responsibilities for the operating stability of the Software are set out in Schedule 1.
- 8.2. CF strives for the best operational stability possible, but is not responsible for breakdowns or malfunctions, including operational malfunctions caused by factors beyond CF's control.
9. CHANGES AND ENHANCEMENTS
- CF is entitled to make updates, enhancements, and improvements to the Software. CF is also entitled to change the composition and structure of the Software. Such updates, improvements, and changes will generally be documented on www.contentformula.com or communicated to the Customer.
10. INTELLECTUAL PROPERTY RIGHTS
- 10.1. The Software is protected by copyright and other intellectual property rights and is owned by CF. Any custom code created for a Customer as part of an implementation of the Software shall belong to CF but Customer retains a non-

exclusive, non-transferable, perpetual right to use the custom code. The Customer shall notify CF of any current or potential violation of CF's intellectual property rights or unauthorized use of the Software of which the Customer becomes aware.

10.2. This LSA does not in any way transfer any intellectual property rights related to the Software to the Customer.

11. TRANSFER

11.1. CF has the right to assign its rights and obligations in part or in whole under the LSA to a third party.

11.2. The Customer agrees that CF is entitled to use subcontractors in relation to all aspects of this LSA, including for the delivery and operation of the Subscription Services, and for storing Customer data. CF hereby agrees that its subcontractors will be bound by contract to adhere to the same obligations, responsibilities, restrictions and guarantees set out in this LSA.

12. EXCLUSIONS AND LIMITATIONS OF LIABILITY

12.1. In no event will CF be liable to the Customer or any other person or entity for any indirect, special, punitive, consequential, or incidental damages of any kind, including, without limitation, lost profits, lost savings, or lost data, arising out of or relating to the use of the Software or any services provided under this LSA, even if CF has been advised of the possibility of such loss or damage. This exclusion applies to all causes of action, including but not limited to breach of contract, breach of warranty, strict liability, negligence, and other torts, except to the extent such liability cannot be lawfully excluded under English law..

12.2. In no event will CF be liable to the Customer or any other person or entity for any damages, direct or indirect, of any kind due to instability, failure or security breach of the Software, except where such liability cannot be excluded or limited under English law.

12.3. CF is not responsible for the functionality, accuracy, completeness, or security of any third-party solutions or data that are available or integrated with the Software. CF disclaims all liability for damages arising from the use or integration of such third-party solutions or data.

12.4. The maximum aggregate liability of CF for any claims arising out of the services or Software under this LSA shall be limited to the direct damages actually incurred by the Customer and shall not exceed the total fees for the Software and/or Subscription Services paid by the Customer in the 12 months prior to the event giving rise to liability.

12.5. CF shall have no liability to the Customer for any losses or delays arising from events beyond its reasonable control, including but not limited to acts of God, perils of the sea or air, fire, flood, drought, disease, pandemic, explosion, sabotage, accident, embargo, riot, acts of war, civil commotion, actions of local, regional, or

national government or parliamentary authority, and labour disputes, including work stoppages, strikes, and lockouts.

- 12.6. In the event the Customer does not maintain an active subscription for the Subscription Services, CF shall not be liable for any issues arising from the use of the Software, including but not limited to defects, security vulnerabilities, or performance degradation, except where such liability cannot be excluded or limited under English law. The Customer acknowledges that without an active subscription, they accept the Software “as is” and without entitlement to Support, Fixes, or future Updates.

13. THIRD PARTY RIGHTS

- 13.1. CF does not grant and cannot grant the Customer any rights or licences to use any third-party patents or other intellectual property rights. The Customer is solely responsible, at the Customer’s own expense, for obtaining and maintaining any necessary third-party licences required to use such third-party intellectual property in connection with the Software. CF shall not be liable for any claims of intellectual property infringement arising from the Customer’s failure to obtain or maintain such third-party licences.
- 13.2. In the event that the Customer fails to obtain or maintain the necessary third-party licences, and such failure results in a claim against CF for infringement of third-party intellectual property rights, the Customer agrees to indemnify and hold CF harmless against any and all such claims, including any costs, damages, or expenses incurred by CF as a result of such claims.

14. WAIVER

Failure or neglect by CF to enforce any of the provisions of the LSA at any time shall not be construed nor shall be deemed to be a waiver of CF's rights under the LSA nor in any way affect the validity of the whole or any part of the LSA nor prejudice CF's rights to take subsequent action.

15. SEVERABILITY

If any of the provisions contained in this LSA is or is held to be illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to be legal and enforceable and as so modified shall become part of this LSA. The remaining provisions of this LSA shall remain in full force and effect.

16. SURVIVAL

Any provisions of this Agreement which by their nature are intended to survive termination, including but not limited to those relating to confidentiality, intellectual property, limitation of liability, indemnification, and dispute resolution, shall remain in effect following the termination or expiration of this Agreement.

17. COMPLIANCE WITH LOCAL LAWS

The Customer shall comply at the Customer's own expense and risk with all relevant and applicable laws including, but not limited to, broadcast laws and regulations in the use of the Software.

18. CHANGE OF TERMS

CF may modify the terms and conditions pursuant to this LSA and the Data Processing Agreement and these will apply to the Customer one month after such changes have been posted on the CF website. Use of the Software after a change of these terms constitutes acceptance of such changed terms. It is the Customer's responsibility to keep up to date with changes to the terms.

19. NOTICES

Any notice required to be given under this LSA shall be in writing and must be:

- a) delivered personally or sent by first class post to the other party's registered office;
AND
- b) sent by email. Notices to CF shall be emailed to hello@contentformula.com. Notices to the Customer shall be emailed to the individual named in the SPA.

20. ENTIRE AGREEMENT

This LSA, the SPA and the Data Processing Agreement represent the entire agreement between the parties and supersede any previous agreement or arrangements.

21. APPLICABLE LAW

This LSA and the provision of the Software shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the English courts.

Schedule 1: Software stability

This document outlines CF's obligations for operating stability of the Software. These obligations are only relevant so long as the Customer has an active subscription to the Subscription Services.

1. IMPLEMENTATION AND TRAINING

CF will install the Software onto the Customer's environment on behalf of the Customer or if required by the Customer will provide necessary guidance and support so that the Customer may install the Software themselves. This service is included as part of the LSA. Configuration and setup of the Software normally comes as part of a broader intranet build project that the Customer purchases from CF. If Customer is purchasing the Software without such a project the Customer is responsible for setting up and configuring the Software themselves.

2. SUPPORT, HOT FIXES AND UPDATES

- 2.1. From time to time and in spite of CF's best efforts, the Customer may encounter bugs, errors or even failures in the Software. In these cases CF will strive to quickly and effectively solve these issues. In some very rare cases due to limitations in our software and/or Microsoft software it may not be possible to resolve certain issues.
- 2.2. Support and Hot Fixes are provided as part of the Subscription Services. Support is delivered during UK office hours (9am-5.30pm) excluding weekends, UK public holidays and the period between 24th December and 2nd January.
- 2.3. It is important that Customers are aware that bugs, errors and failures caused within and by the misconfiguration of the Customer's SharePoint, Office 365, Active Directory environments, or other Customer IT environments, are not covered by Support. Customer can purchase managed services support packages to mitigate against these types of issues.
- 2.4. In order to be able to access Support the Customer must provide:
 - 2.4.1. an accurate and complete description of the issue being encountered
 - 2.4.2. screenshots of the issue
 - 2.4.3. descriptions of the actions taken immediately prior to the issue occurring
 - 2.4.4. examples and types of users affectedFailure by the Customer to provide complete reports of issues could prevent the Customer from accessing break-fix support or lead to delays in fixing the issue.
- 2.5. Minor bugs or issues may only be fixed as part of a scheduled product update.

3. SUPPORT RESOLUTION & RESPONSE TIMES

Whilst CF will strive to resolve issues promptly and with a sense of urgency commensurate to any issue raised, Support comes with no specific commitments to response or resolution times. If a Service Level Agreement is required, Customers may purchase CF's managed services support plans to support their intranet.

4. UPDATE / UPGRADE POLICY

All Updates to the Software are included in the subscription. Any Software maintenance, upgrades and patches may require downtime in addition. If an Update is likely to cause some downtime, this will be communicated to Customer.

5. DISCLAIMER

Except for any warranty set forth explicitly in this Agreement, the Software is provided to the Customer “as is” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, CF, on its own behalf and on behalf of its respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Software, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, CF provides no warranty or undertaking, and makes no representation of any kind that the Software will meet the Customer’s requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free, or that any errors or defects can or will be corrected.