



Scope Subscription Agreement

This subscription agreement ("agreement") governs your use of the Scope service.

By using our Services you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other competitive purposes. This Agreement was last updated on 2 February 2018. It is effective between You and Us as of the date of You accepting this Agreement by subscribing to our Services.

DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time, including on-line order forms used from time to time. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial. "Services" means any product of The Virtu Group provided by Us via <http://www.thevirtugroup.com> and/or other designated websites as described in the User Guide, that are ordered by You as part of a free trial or under an Order Form, including associated offline components but excluding Third Party Applications.

"Plan" means the package of Purchased Services You have subscribed to in Your Order Form. The Plan specifies services including, but not limited to, access to functionality, storage and other limits and support services.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications "User Guide" means the online user guide for the Services, accessible via The Virtu Group Limited • 1 Glenthorne Mews • Hammersmith • London • W6 0LJ Tel: 0800 800 3210 (+44 (0) 208 600 2890 www.thevirtugroup.com hello@thevirtugroup.com <http://www.thevirtugroup.com>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide during the free trial, if any, described in Section 2.

"Users" means individuals who are authorised by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

"We," "Us" or "Our" means The Virtu Group Ltd, a company incorporated in England and Wales.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. **"Your Data"** and **"Your Content"** and **"Your Submissions"** means all electronic data or information submitted by You to the Purchased Services.

2. TRIAL

We may make one or more Services available to You on a time limited trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered or are registering to use the applicable Service or (b) the start date of any Purchased Services ordered by You. Any data you enter into the services, during your free trial will be permanently lost unless you purchase a subscription on or before the trial expiry date. Notwithstanding section 9 (warranties and disclaimers), during the free trial the services are provided "as-is" without any warranty or service level. Please review the features and functions of the Services before You make Your purchase.

3. PURCHASED SERVICES

3.1. Provision of Purchased Services. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.



3.2. User Subscriptions. (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

4. USE OF THE SERVICES

4.1 Our Responsibilities. We shall: (i) provide to You basic on-line support for the Purchased Services at no additional charge, and/or upgraded support if specified in your Purchased Services, - support is not a substitute for reading the User Guide or Training (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 4 hours' notice via the website www.scopebetter.com) (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

4.2. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorised access to or use of the Services, and notify Us promptly of any such unauthorised access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorised access to the Services or their related systems or networks.

4.3. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface. Any such limitations are specified in the User Guide and /or specified in your Plan of Purchased Services.

5. THIRD-PARTY PROVIDERS

5.1. Acquisition of Third-Party Products and Services. We may provide Third-Party Applications in connection with the Services. Any acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customisation and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by Us as "certified" or otherwise. No purchase of third-party products or services is required to use the Services.

5.2. Third-Party Applications and Your Data. If You install or enable Third-Party Applications for use with Services, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Services.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

6.1. User Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in currency specified on the Order Form (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancellable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. You may add users at any time using the interface provided in the Service.

6.2. Invoicing and Payment. You will provide Us with a completed Direct Debit Mandate drawn on a UK Bank Account. You authorise Us to charge such Direct Debit for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either monthly, annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by Invoice, We will invoice You in advance and otherwise in accordance with the relevant Order Form. All payments collected by invoice carry a surcharge which is the higher of £20 or 5% of the invoiced amount excluding tax. Unless otherwise stated in the Order Form, invoiced charges are due immediately. You are responsible for maintaining complete and accurate billing and contact information in the Services.

6.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 10 or more days overdue We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

6.5. Payment Disputes. We shall not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and goodfaith dispute and You are cooperating diligently to resolve the dispute.

6.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, " Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorised by the appropriate taxing authority

6.7 Plans. All Users must be on the same Plan. You may Upgrade Your Plan at any time, and you will be billed pro rata for your remaining subscription term. Plans will be Upgraded automatically should the limits of that Plan be breached. You may downgrade Your Plan by giving at least 30 days' notice before the end of the relevant subscription term.

7. PROPRIETARY RIGHTS

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. For avoidance of doubt, all intellectual property rights in or relating to Third-Party Applications belong to the relevant Third Parties. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivate works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

7.3. Ownership of Your Data. As between Us and You, and subject to Section 8.5, You exclusively own all rights, title and interest in and to all of Your Data.

7.4. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, customisations or other feedback provided by You, including Users, relating to the operation of the Services.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. As used herein, " Confidential Information" means all confidential information disclosed by a party (" Disclosing Party") to the other party (" Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.3. Protection of Your Data. Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

8.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's

Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.5. Analytics and Benchmarking. We make use of analytics to understand Your use of Our Services. We may use elements of your Data only in anonymised form, and aggregate your data with other sources to allow the creation and improvement of industry benchmarks.

9. WARRANTIES AND DISCLAIMERS

9.1. Our Warranties. We warrant that (i) the Services shall perform materially in accordance with the User Guide, and (ii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination) below.

9.2. Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

9.3. Disclaimer. Except as expressly provided herein, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

10.2. Indemnification by You. You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Our expense.

10.3. Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. In no event shall either party's aggregate liability arising out of or related to this agreement, whether in contract, tort or under any other theory of liability, exceed the total amount paid by you hereunder or, with respect to any single incident, the lesser of £50,000 or the amount paid by you hereunder in the 12 months preceding the incident. The foregoing shall not limit your payment obligations under section 6 (fees and payment for purchased services).

11.2. Exclusion of consequential and related damages. In no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

12.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

12.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5. Return of Your Data. The Services allow access to your data during the Purchases Services subscription term. You may export data in the formats specified in the User Guide. You may access your data using our application programming interface. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You your data in machine readable format for Our published hourly fee. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

12.6. Surviving Provisions. Section 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Return of Your Data), 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

13.1. Company. You are contracting with The Virtù Group Limited, 1 Glenthorne Mews, Hammersmith, London W6 0LJ, United Kingdom, a company Registered in England and Wales under registration number 4827705 or its assignee.

13.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing related notices, to the relevant billing contact designated by You.

13.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law of England and Wales.

13.4. Complaint. If You have a complaint about Us or the Services You must notify Us in writing. You must provide full details of Your complaint and tell Us how best the complaint can be mitigated. We will reply to You in writing within 14 days. 1

3.5. Arbitration. If we are in dispute, then You agree the dispute will be referred for final settlement to arbitration by an independent expert arbitrator nominated jointly by You and Us. Failing such nomination, We will ask the President for the time being of the British Law Society to nominate an arbitrator. Such expert arbitrator's decision will (in the absence of manifest error) be final and binding on You and Us. The arbitrator's fees will be borne by the parties in equal shares unless the arbitrator determines that the conduct of either party is such that such party should bear a greater proportion of the fees. The arbitrator's determination on costs will be final and binding on the parties.

14. DOCUMENT AND FILE STORAGE

14.1 Illegal Use. You may not use, or encourage, promote, facilitate or instruct others to use, this Service to store files or documents for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- Harmful or Fraudulent Activities. Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts nonconsensual sex acts.
- Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

14.2 Responsibility for content. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for: (a) compliance of Your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to Your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

14.3 Rights. As between you and us, you or your licensors own all right, title, and interest in and to Your Content. We obtain no rights under this Agreement from you or your licensors to Your Content, including any related intellectual property rights. You consent to our use of Your Content to provide the Service Offerings to you and any Users. We may disclose Your Content to provide the Service Offerings to you or any Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

14.4 Representations. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Your Submissions; (b) you have all rights in Your Content and Your Submissions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content, Your Submissions or End Users' use of Your Content, Your Submissions or the Services Offerings will violate the Acceptable Use Policy.

15. GENERAL PROVISIONS

15.1 Non Solicitation of Employees / Contractors. You will not induce any employees or contractors of Us to leave Our employment to join You. The sole remedy to this breach will be the payment by You of six months' total cost of employment to Us.

15.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

15.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

15.6. Legal Fees. You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment)

15.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate re-organisation, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. 15.9 Your IT Equipment. Your IT Equipment and its associated network connectivity is Your responsibility. If We assist you with IT related matters it is part of our desire to serve and does not constitute us taking responsibility for Your equipment.

15.10 Variation. The terms of the agreement can be varied upon Us giving You 30 days' notice of the Variation. If you do not accept the Variation Your exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination). The terms of this agreement can only be varied (a) if the standard product terms for which you are subscribing contain a variance to these terms – this will be clearly stated on the order form or (b) in writing signed by a director of the Company.