

kleene

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Please read these Professional Services T&Cs carefully, as they set out the basis upon which we provide the Professional Services. Before we provide the Professional Services, we will ask for your express agreement to these Professional Services T&Cs.

Supplemental and ancillary kleene legal documents referenced in these Professional Services T&Cs, and which may also apply to the Professional Services, are set out in the following table.

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|------------------------------|--|---|
| Subscription T&Cs | Terms and conditions for kleene's cloud-based software subscription services | https://kleene.ai/legal/subscription-terms |
| Compliance Policy | Legal compliance policy | https://kleene.ai/legal/compliance-policy |
| DPA | Data processing addendum for GDPR compliance | https://kleene.ai/legal/data-processing-addendum |
| MSA | Master services agreement | N/A |

1. Definitions

1.1 In these Professional Services T&Cs and, unless specified otherwise, in the Order Documents:

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Charges" means:

- (a) the charges and fees specified in the Order Documents; and
- (b) such other charges and fees payable by the Customer to kleene as may be specified in the Contract Documents or agreed by the parties in writing from time to time;

"Confidential Information" means the kleene Confidential Information and the Customer Confidential Information;

"Contract Documents" means, with respect to an Engagement:

- (a) these Professional Services T&Cs;
- (b) the Order Documents;
- (c) the Compliance Policy;

- (d) the DPA;
- (e) any MSA executed by the parties; and
- (f) any other kleene legal documents that any of the foregoing documents expressly state shall apply to the Engagement,

as they may be updated from time to time in accordance with these Professional Services T&Cs or their terms;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

"Customer" means the person, natural or legal, identified as such in the Order Documents;

"Customer Confidential Information" means:

- (a) any information disclosed by or on behalf of the Customer to kleene during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by kleene (acting reasonably) to be confidential; and
- (b) the Customer Materials;

"Customer Indemnity Event" has the meaning given to it in Clause 17.3;

"Customer Materials" means all works and materials supplied by or on behalf of the Customer to kleene for use in connection with the Professional Services (which may include SQL statements, software, reports, other written works, graphical works, and other copyright-protected works), but excluding "Customer Data" as defined in the Subscription T&Cs;

"Customer Personal Data" has the meaning given to it in the DPA;

"Deliverables" means any and all deliverables (which may include SQL statements, software, reports, other written works, graphical works, and other copyright-protected works) that kleene delivers or has an obligation to deliver to the Customer in the course of the provision of the Professional Services;

"Effective Date" means, with respect to an Engagement, the date specified as such in the applicable Order Document; or if no date is specified as such in the applicable Order Document, the date upon which the applicable Order Document is agreed by the parties (which may, for example, be by means of a signed document, a written acceptance or an online consent process);

"Engagement" means a contract for the provision of services by kleene to the Customer made under these Professional Services T&Cs;

"Expenses" means the travel, accommodation and subsistence expenses that are:

- (a) reasonably necessary for, and incurred by kleene exclusively in connection with, the performance of kleene's obligations under an Engagement; and

(b) approved by the Customer in writing;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models and rights in designs);

"kleene" means Minoro Ltd (trading as kleene and kleene.ai), a company incorporated in England and Wales (registration number 10657177) having its registered office at 11 Bracken Place, Bedford, United Kingdom, MK41 0TG;

"kleene Confidential Information" means:

- (a) any information disclosed by or on behalf of kleene to the Customer during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential;
- (b) the financial terms of each Engagement;
- (c) any information relating to other customers of kleene that is disclosed by kleene to the Customer; and
- (d) any information relating to the business plans or technical plans of kleene that is disclosed by kleene to the Customer;

"kleene Indemnity Event" has the meaning given to it in Clause 17.1;

"kleene Personnel" means the officers and employees of kleene, and any other individuals, that perform the Professional Services on behalf of kleene for the Customer;

"Ongoing Services" means Professional Services that are not Project Services;

"Order Documents" means any applicable Order Form and each applicable Statement of Work;

"Order Form" means an order form for both Software Services and Professional Services agreed in writing by kleene and the Customer;

"Personal Data" means personal data under any of the Data Protection Laws;

"Pre-Paid Hours" has the meaning given to it in Clause 8.4;

"Professional Services" means any services that kleene provides to the Customer, or has an obligation to provide to the Customer, under an Engagement, which may include configuration and set up services, writing and revising SQL statements, training services, data analysis services, advisory services or other professional services;

"Professional Services T&Cs" means these terms and conditions;

"Project Services" means Professional Services provided on the basis of:

- (a) a fixed-term Engagement (whether or not the parties may agree to one or more fixed-term extensions to the Engagement); or
- (b) an Engagement that will automatically terminate on the completion of the Professional Services under that Engagement and/or the payment of Charges due under that Engagement;

"Statement of Work" means a statement of work for the Professional Services agreed in writing by kleene and the Customer;

"Subscription" has the meaning given to it in the Subscription T&Cs;

"Term" means the term of an Engagement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Third Party Materials" means works and/or materials incorporated into Deliverables, the Intellectual Property Rights in which are owned by a third party, but excluding any Customer Materials;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

"Utilisation Period" has the meaning given to it in Clause 8.4.

2. Term

- 2.1 Each Engagement shall come into force upon its Effective Date.
- 2.2 Engagements shall continue in force indefinitely, subject to termination in accordance with Clause 20 or any other provision of the Contract Documents.

3. Professional Services

- 3.1 kleene shall provide the Professional Services to the Customer with reasonable skill and care and in accordance with the Contract Documents.
- 3.2 kleene shall use reasonable endeavours to meet any timetable for the provision of the Professional Services set out in the Order Documents. However, any timetable or milestones for the provision of the Professional Services shall not be of the essence of an Engagement.
- 3.3 The Customer acknowledges that kleene may at any time in its sole discretion make changes to the Professional Services and/or to the hardware, software and systems used to provide the Professional Services, providing that such changes

must not have a material adverse effect on the quality of the Professional Services or the value of the Professional Services to the Customer.

- 3.4 The Order Documents may specify that one or more Affiliates of the Customer are entitled to receive the Professional Services under the applicable Engagement, in which case:
- (a) any licences granted by kleene under the Engagement shall be granted to the relevant Affiliate(s);
 - (b) the Customer shall ensure that each such Affiliate will comply with the terms of the Engagement as if the Affiliate were signatory in place of the Customer, and the Customer will indemnify kleene in relation to any loss or damage arising out of any act or omission of each Affiliate that does or would constitute a breach of the Engagement;
 - (c) notwithstanding the foregoing, the Customer shall remain responsible to kleene for the payment of applicable Charges, and such Affiliates will not have any obligation to pay the Charges; and
 - (d) the losses of any such Affiliate relating to the Engagement and arising out of a breach of the Engagement by kleene shall be treated as the losses of the Customer for the purposes of any claim by the Customer under the Engagement (providing that this must not enable double recovery of a single loss).

4. Deliverables

- 4.1 kleene shall use reasonable endeavours to ensure that any Deliverables are delivered to the Customer in accordance with any timetable set out in the Order Documents.
- 4.2 kleene hereby grants to the Customer a non-exclusive, worldwide, non-expiring licence to copy, store, distribute, publish, edit and otherwise use the Deliverables (excluding the Third Party Materials and the Customer Materials) for the Customer's own business purposes subject to any restrictions and limitations set out in the Order Documents.
- 4.3 kleene shall ensure that the Third Party Materials are:
- (a) licensed to the Customer in accordance with the relevant licensor's standard licensing terms or on other reasonable terms notified by kleene to the Customer; or
 - (b) sub-licensed by kleene to the Customer on the basis of a non-exclusive, worldwide, non-expiring licence to use the Third Party Materials in connection with the Deliverables or on other reasonable terms notified by kleene to the Customer.
- 4.4 kleene warrants to the Customer that:
- (a) the Deliverables will upon delivery conform in all material respects with any relevant specification set out in the Order Documents;

- (b) the Deliverables will upon delivery be free from material defects; and
- (c) the Deliverables (excluding Customer Materials and Third Party Materials) will not infringe the Intellectual Property Rights of any person under English law.

4.5 Subject to the express provisions of the Order Documents, nothing in these Professional Services T&Cs will constitute an assignment of Intellectual Property Rights from kleene to the Customer or from the Customer to kleene.

5. Customer obligations

5.1 The Customer must provide to kleene, or procure for kleene, such:

- (a) co-operation, support and advice; and
- (b) information and documentation (including information and documentation about the business logic embodied in or expressed by the Customer's processes, software and systems),

as are: (i) set out in the Order Documents; or (ii) requested by kleene and reasonably necessary to enable kleene to perform its obligations under an Engagement.

5.2 The Customer must ensure Customer's computer hardware, software, networks and systems (including the Customer's data and analysis tools) meet and continue to meet any standards or requirements specified in the Order Documents.

5.3 The Customer must promptly, following receipt of a written request from kleene to do so, provide written feedback to kleene concerning the kleene's proposals, plans, designs and/or preparatory materials relating to the Deliverables.

5.4 The Customer must provide to kleene, or procure for kleene, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by kleene to enable kleene to perform its obligations under an Engagement.

5.5 In addition to the obligations set out in this Clause 5, the Customer must comply with any other cooperation obligations specified in the Order Documents.

6. Delays

6.1 If the Customer fails to comply with any of its obligations under Clause 5 or any other term of an Engagement, and as a direct or indirect consequence of such failure kleene does not meet any agreed delivery date or timetable, then:

- (a) kleene shall not be in breach of the Engagement as a result of not meeting that agreed delivery date or timetable;
- (b) the delivery date or timetable shall be extended for a period to be determined by kleene acting reasonably and notified to the Customer in writing; and
- (c) kleene may elect to charge the Customer at its standard time-based charging rates for: (i) any additional time spent by kleene Personnel

providing the Professional Services as a result of the Customer's failure; and
(ii) any time wasted by kleene Personnel as a result of the Customer's failure
(providing that kleene shall use reasonable endeavours to mitigate such
wastage by engaging the relevant kleene Personnel elsewhere).

7. Customer Materials

- 7.1 The Customer must supply to kleene any Customer Materials specified in the Order Documents, in accordance with any timetable specified in those Order Documents; the Customer must also supply to kleene any Customer Materials reasonably requested in writing by kleene, promptly following the receipt of the request.
- 7.2 The Customer agrees that kleene may store and use the Customer Materials insofar as reasonably necessary for the provision of the Professional Services and the performance of kleene's other obligations under an Engagement and may permit its services providers to do so strictly for these purposes.
- 7.3 The Customer warrants to kleene that the Customer Materials will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation.
- 7.4 kleene shall have no obligation to back-up Customer Materials except as specified in the Order Documents; and unless kleene has such obligations, the Customer shall be responsible for backing up the Customer Materials.

8. Charges

- 8.1 The Customer shall pay the Charges to kleene in accordance with the Contract Documents.
- 8.2 If the Charges are based in whole or part upon the time spent by kleene performing the Professional Services then:
- (a) time shall be measured in those units of time agreed in the Order Documents, or if no units of time are expressly agreed then in daily units (the time spent being rounded up to the nearest whole unit by kleene acting reasonably); and
 - (b) the Customer acknowledges that, if kleene Personnel spend time travelling to the premises of the Customer for the purpose of performing the Professional Services, then that travel time shall be chargeable unless kleene has expressly agreed otherwise in writing.
- 8.3 To the extent that the Charges are fixed, then the parties will agree on a particular scope of Professional Services covered by those Charges and may also agree on particular numbers of Professional Services iterations to be performed by kleene and/or particular assumptions used to calculate the Charges. The Customer acknowledges that:
- (a) any changes to the scope of the Professional Services, and any increases in the number of Professional Services iterations, may be subject to the parties' agreement to variations of those Charges;

- (b) if any of the assumptions prove incorrect, then the parties shall discuss any consequent changes to the Professional Services, and shall act reasonably to agree to such variations of the Charges as may be appropriate to take account of the changes to the Professional Services; and
 - (c) estimated Charges do not constitute fixed Charges, and estimates are not binding upon kleene.
- 8.4 If the Customer pays or undertakes to pay Charges to kleene with respect to the purchase of a quantity or quantities of time which may be subsequently used for the provision of Professional Services ("**Pre-Paid Hours**"), this Clause 8.4 shall apply.
- (a) The Customer may request that Pre-Paid Hours be used at any time during the relevant period specified in the Order Documents ("**Utilisation Period**").
 - (b) At the end of each Utilisation Period or upon the termination of the applicable Engagement, any unused Pre-Paid Hours shall be lost, save to the extent specified otherwise in the Order Documents.
 - (c) At the end of each Utilisation Period, a new Utilisation Period automatically starts, unless the parties have agreed otherwise in writing or the applicable Engagement has terminated.
 - (d) The Customer will have no right to any refund or compensation in respect of such unused Pre-Paid Hours.
 - (e) The Customer shall agree in writing to the specific days upon which the Pre-Paid Hours shall be used, or shall give to kleene at least 14 days' notice of any requirement to use Pre-Paid Hours.
 - (f) kleene shall make reasonable endeavours to accommodate requests to use Pre-Paid Hours during the Utilisation Period; however, the Customer acknowledges that if the Customer requests that a disproportionate amount of Pre-Paid Hours be used during a particular part of the Utilisation Period, or the Customer request that Pre-Paid Hours be used on short notice, kleene may be unable to fulfil that request.
- 8.5 All amounts stated in the Contract Documents or elsewhere in relation to any Engagement are, unless the context requires otherwise, stated exclusive of any applicable value-added taxes, which will be added to those amounts and payable by the Customer to kleene.
- 8.6 Charges may not be varied except as follows (or in accordance with the express terms of the other Contract Documents):
- (a) recurring Charges for Ongoing Services may be varied by kleene sending to the Customer at least 80 days' prior written notice specifying the variation;
 - (b) kleene's time-based Charges rates may be varied by kleene giving to the Customer not less than 30 days' prior written notice of the variation; and/or

- (c) any or all of the Charges may be varied by means of a written document signed or otherwise agreed by or on behalf of each party.

9. Expenses and timesheets

9.1 The Customer shall reimburse kleene in respect of any Expenses, providing that kleene must obtain the prior written authorisation of the Customer before incurring any Expenses exceeding such limitations as may be agreed in writing by the parties from time to time. kleene must collect and collate evidence of all Expenses and must retain such evidence during the Term and for a period of 90 days following the end of the Term. Within 14 days following receipt of a written request from the Customer to do so, kleene must supply to the Customer such copies of the evidence for the Expenses in the possession or control of kleene as the Customer may specify in that written request.

9.2 kleene must:

- (a) ensure that the kleene Personnel providing Professional Services in consideration for time-based Charges, complete records of their time spent providing those Professional Services; and
- (b) retain such records during the Term and for a period of at least 6 months following the end of the Term,

and within 14 days following receipt of a written request, kleene shall supply to the Customer copies of such of the timesheets referred to in this Clause 9.2 and in kleene's possession or control as the Customer may reasonably specify in that written request.

10. Payments

10.1 kleene shall issue invoices for the Charges to the Customer:

- (a) as specified in the Order Documents; or
- (b) if not specified in the Order Documents, then at any time before or after the performance of the corresponding Professional Services or other obligations of kleene.

10.2 The Customer must pay the Charges to kleene without set-off or deduction within the period of 30 days following the issue of an invoice in accordance with this Clause 10.

10.3 The Customer must pay the Charges by bank transfer in the currency specified in the Order Documents (using such payment details as are notified by kleene to the Customer from time to time).

10.4 If the parties have agreed that Charges with respect to an Engagement shall be payable in advance, then kleene will have no obligation to perform its obligations under the applicable Engagement until the corresponding Charges have been paid by the Customer to kleene in cleared funds.

10.5 If the Customer does not pay any amount properly due to kleene with respect to an Engagement, kleene may charge the Customer interest on the overdue amount

at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

11. Suspension of Services

11.1 kleene may suspend or limit any or all of the Professional Services if:

- (a) it is reasonably necessary in order to protect the interests of the Customer or the security or integrity of the Customer's computer systems or databases;
- (b) kleene is required to do so by applicable law;
- (c) any amount due to be paid by the Customer to kleene under any Engagement or Subscription is overdue, and kleene has given to the Customer prior written notice, following the amount becoming overdue, of its intention to do so; or
- (d) the Customer otherwise breaches the terms of any Engagement, Subscription, or other contract between the parties.

12. Transfer Regulations

12.1 kleene and the Customer agree that it is not intended that:

- (a) the provision of the Professional Services pursuant to any Engagement will give rise to a relevant transfer for the purposes of the Transfer Regulations; and
- (b) the provisions of the Transfer Regulations shall apply on commencement of any Engagement, during the continuance of any Engagement or on the termination of any Engagement.

13 Data protection

13.1 If kleene processes personal data on behalf of the Customer under or in relation to an Engagement, then that processing shall be subject to the DPA.

14. Confidentiality obligations

14.1 kleene must:

- (a) keep the Customer Confidential Information strictly confidential;
- (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Professional Services T&Cs;
- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as kleene uses to protect kleene's own confidential information of a similar nature, being at least a reasonable degree of care; and

- (d) act in good faith at all times in relation to the Customer Confidential Information.

14.2 The Customer must:

- (a) keep kleene Confidential Information strictly confidential;
- (b) not disclose kleene Confidential Information to any person without kleene's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Professional Services T&Cs;
- (c) use the same degree of care to protect the confidentiality of kleene Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care; and
- (d) act in good faith at all times in relation to kleene Confidential Information.

14.3 Notwithstanding Clauses 14.1 and 14.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to an Engagement (or any other contract between the parties) and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

14.4 No obligations are imposed by this Clause 14 with respect to a party's Confidential Information if that Confidential Information:

- (a) is known to the other party before disclosure under an Engagement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the other party; or
- (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

14.5 The restrictions in this Clause 14 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

14.6 The termination of any Engagement shall not affect the continuing application of the provisions of this Clause 14.

15. Publicity

15.1 Neither party may make any public disclosures relating to an Engagement or the relationship of the parties (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed, and subject to Clauses 15.2.

15.2 kleene may, on the kleene Website and in other marketing materials created by or on behalf of kleene, publish the name and current principal logo from time to time of the Customer and indicate that the Customer is a customer of kleene.

15.3 Nothing in this Clause 15 shall be construed as limiting the obligations of the parties under Clause 13, Clause 14 or the DPA.

16. Warranties

16.1 kleene warrants to the Customer that:

- (a) kleene has the legal right and authority to enter into each Engagement and to perform its obligations under each Engagement;
- (b) kleene will comply with all applicable legal and regulatory requirements applying to the exercise of kleene's rights and the fulfilment of kleene's obligations under each Engagement; and
- (c) kleene has or has access to all necessary know-how, expertise and experience to perform its obligations under each Engagement.

16.2 The Customer warrants to kleene that it has the legal right and authority to enter into each Engagement and to perform its obligations under each Engagement.

16.3 kleene does not warrant to the Customer that:

- (a) the Professional Services will be error-free; or
- (b) the Professional Services will meet the Customer's requirements (except to the extent those requirements are specified in the Order Documents).

16.4 All of the parties' warranties and representations in respect of the subject matter of an Engagement are expressly set out in the Contract Documents. To the maximum extent permitted by applicable law, no other warranties or representations will be implied into an Engagement.

17. Indemnities

17.1 Subject to the Customer's compliance with Clause 17.2, kleene shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of:

- (a) any claim that the Deliverables (excluding Customer Materials and Third Party Materials) infringe any third party's Intellectual Property Rights; or
 - (b) any breach of the DPA by kleene,
- (a "**kleene Indemnity Event**").

17.2 The Customer must:

- (a) upon becoming aware of an actual or potential kleene Indemnity Event, notify kleene;

- (b) provide to kleene all such assistance as may be reasonably requested by kleene in relation to kleene Indemnity Event;
- (c) allow kleene the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to kleene Indemnity Event; and
- (d) not admit liability to any third party in connection with kleene Indemnity Event or settle any disputes or proceedings involving a third party and relating to kleene Indemnity Event without the prior written consent of kleene.

17.3 Subject to kleene's compliance with Clause 17.4, the Customer shall indemnify and shall keep indemnified kleene against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of:

- (a) any claim that the Customer Materials infringe any third party's Intellectual Property Rights; or
 - (b) any breach of the DPA by the Customer,
- (a "**Customer Indemnity Event**").

17.4 kleene must:

- (a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;
- (b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to Customer Indemnity Event;
- (c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to Customer Indemnity Event; and
- (d) not admit liability to any third party in connection with Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to Customer Indemnity Event without the prior written consent of the Customer.

17.5 The indemnity protection set out in this Clause 17 shall not be subject to the limitations and exclusions of liability set out in these Professional Services T&Cs, except that Clause 18.7 shall apply.

18. Limitations and exclusions of liability

18.1 Nothing in the Contract Documents will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;

- (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 18.2 The limitations and exclusions of liability set out in this Clause 18 and elsewhere in the Contract Documents:
- (a) are subject to Clause 18.1; and
 - (b) shall not limit the Customer's obligations to pay the Charges, but otherwise govern all liabilities arising under an Engagement or relating to the subject matter of an Engagement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the relevant Contract Document.
- 18.3 Neither party will be liable to the other party in respect of:
- (a) any losses arising out of a Force Majeure Event; or
 - (b) any special, indirect or consequential loss or damage.
- 18.4 kleene will not be liable to the Customer in respect of any loss or corruption of any data, database or software, providing that this Clause 18.4 will not affect any liability of kleene under Clause 13, Clause 14 or the DPA.
- 18.5 kleene will not be liable to the Customer in respect of any loss or damage arising out of any defect in the Customer Materials, or any failure of the Customer Materials to conform to the requirements of the Contract Documents.
- 18.6 Each party's liability to the other party with respect to an Engagement, and with respect to any event or series of related events, will not exceed the greater of:
- (a) GBP 10,000; and
 - (b) the total amount paid and payable by the Customer to kleene with respect to that Engagement in the 12-month period preceding the commencement of the event or events.
- 18.7 Each party's aggregate liability to the other party with respect to an Engagement will not exceed GBP 250,000.

19. Force Majeure Event

- 19.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under an Engagement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 19.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under an Engagement, must:
- (a) promptly notify the other; and

- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

19.3 A party whose performance of its obligations under an Engagement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

20. Termination

20.1 Subject to the express terms of the Order Documents:

- (a) to the extent that an Engagement relates to Ongoing Services, the Engagement may be terminated upon and from the end of any calendar month by either party giving to the other party at least 30 days' prior written notice of termination;
- (b) to the extent that an Engagement relates to Project Services, the Engagement may not be terminated for convenience by either party.

20.2 Either party may terminate an Engagement immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of that Engagement, and the breach is not remediable; or
- (b) the other party commits a material breach of that Engagement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied,

providing that, for the avoidance of doubt, in this Clause 20.2 references to the breach of an Engagement include a reference to a breach of any of the Contract Documents with respect to that Engagement.

20.3 Subject to applicable law, either party may terminate an Engagement immediately by giving written notice of termination to the other party if:

- (a) the other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

20.4 kleene may terminate an Engagement by giving immediate written notice to the Customer if:

- (a) any amount due to be paid by the Customer to kleene under any Engagement, any Subscription or any other contract between the parties, is

unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

- (b) kleene has given to the Customer at least 14 days' written notice, following the failure to pay, of its intention to terminate that Engagement in accordance with this Clause 20.4.

21. Effects of termination

21.1 Upon the termination of an Engagement, all of the terms and conditions of that Engagement shall cease to have effect, save that:

- (a) the following provisions of these Professional Services T&Cs shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.4, 4.2, 6.1(a), 7.2, 9, 10.5, 13, 14, 17, 18, 21, 22, 24 and 25; and
- (b) those provisions of the other Contract Documents that are expressed to survive termination shall do so, in each case continuing to have effect in accordance with their express terms or otherwise indefinitely.

21.2 Except to the extent expressly provided otherwise in the Contract Documents, the termination of an Engagement shall not affect the accrued rights of either party.

21.3 Following the date of issue of a notice of termination and for a period of 90 days after the date of effective termination of an Engagement, kleene shall provide to the Customer such information and assistance as the Customer may reasonably request in relation to the transfer of the Professional Services under that Engagement to a new provider or to the Customer. kleene may charge for such information and assistance in accordance with kleene's standard time-based charging rates.

21.4 Any unused Pre-Paid Hours under an Engagement shall be lost to the Customer upon the date of effective termination of that Engagement (without any right of compensation).

22. Non-solicitation of personnel

22.1 The Customer must not, without the prior written consent of kleene, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any kleene Personnel or other employee or subcontractor of kleene who has been involved in any way in the negotiation or performance of the applicable Engagement.

23. Notices

23.1 Any notice from one party to the other party with respect to an Engagement must be given in writing using the relevant contact details set out in the Order Documents.

23.2 The addressee and contact details set out in the Order Documents may be updated from time to time by a party giving written notice of the update to the other party.

24. General

- 24.1 Save to the extent expressly permitted by applicable law, neither party may assign, transfer or otherwise deal with that party's contractual rights and/or obligations under an Engagement without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed, providing that a party may assign the entirety of its rights and obligations under an Engagement to any Affiliate of that party or to any successor to all or a substantial part of the business of that party.
- 24.2 No breach of an Engagement will be waived except with the express written consent of the party not in breach. No waiver of any breach of an Engagement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that Engagement.
- 24.3 If a provision of the Contract Documents is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of the Contract Documents would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
- 24.4 Each Engagement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under an Engagement is not subject to the consent of any third party.
- 24.5 The terms of an Engagement may not be varied except as follows:
- (a) by kleene updating the version of the relevant Contract Document(s) published on the kleene Website and sending to the Customer a written notice stating that the Contract Document(s) have been updated, in which case the updated Contract Document(s) shall come into force 30 days following the date of sending that written notice;
 - (b) following the version of any Contract Document(s) on the kleene Website being updated by kleene, by the Customer agreeing to or accepting a new Order Form or Statement of Work (in which case the Contract Documents applicable to all the Customer's Engagements shall be updated);
 - (c) to the extent reasonably necessary to ensure that the parties comply with applicable law, by kleene updating the version of the relevant Contract Document(s) published on the kleene Website and sending to the Customer written notice of the variation, in which case the updated Contract Document(s) shall come into force at the end of the period of 14 days following the date of sending of that written notice; and/or
 - (d) by means of a written document signed or otherwise agreed by or on behalf of each party.

The Customer may be required to click to accept or otherwise agree to the updated Contract Document(s) and, in any event, continued receipt of the Professional Services after the sending of a notice of an update to the Customer shall constitute the Customer's acceptance of the updated Contract Document(s).

- 24.6 The Contract Documents shall constitute the entire agreement between the parties in relation to the subject matter of an Engagement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter. Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into an Engagement.
- 24.7 Each Engagement shall be governed by and construed in accordance with English law.
- 24.8 kleene may bring and pursue proceedings against the Customer to enforce the terms of an Engagement in any jurisdiction in which the Customer is incorporated, resident or situated from time to time. Subject to this, the courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with an Engagement.

25. Interpretation

- 25.1 In these Professional Services T&Cs, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 25.2 The Clause headings do not affect the interpretation of these Professional Services T&Cs.
- 25.3 In these Professional Services T&Cs, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.
- 25.4 In the event of any conflict or inconsistency between the Contract Documents, the following order of precedence shall apply:
- (a) first, the Order Documents;
 - (b) second, any MSA;
 - (c) third, these Professional Services T&Cs; and
 - (d) fourth, the other Contract Documents.