

Effective start: June 12, 2023

BDQ

SOFTWARE RESALE TERMS AND CONDITIONS

Please read these Software Resale T&Cs carefully, as they set out the basis upon which we resell Third Party Software.

See our privacy policy (<https://www.bdq.cloud/legal/privacy-policy>) for details of how we handle your personal data collected when you order the Third Party Software.

1. Definitions

1.1 In these Software Resale T&Cs:

"BDQ" means Business Data Quality Ltd, a company incorporated in England and Wales (registration number 04497196) having its registered office at Leytonstone House, 3 Hanbury Drive, Leytonstone, London E11 1GA;

"Charges" means the licence and/or subscription charges payable by the Licensee to BDQ with respect to the Third Party Software, as specified in the Order;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected;

"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);

"Licence Period" means the period of use of the Third Party Software with respect to which the Licensee pays the Charges or an installment of the Charges, which may be an indefinite period, a fixed period, a variable period or a recurring period, as specified in the Order;

"Licensee" means the person, natural or legal, to whom BDQ grants a right to use the Third Party Software under these Software Resale T&Cs;

"Order" means a written order, proposal, invoice, quote, estimate or similar document for the Third Party Software agreed by BDQ and the Licensee, which agreement may take the form of:

- (a) each party signing a hard copy or digital copy of the Order;
- (b) each party expressly agreeing in writing to the Order;
- (c) the Customer issuing to BDQ a purchase order, following the issue of the relevant draft Order by BDQ to the Customer;

Effective start: June 12, 2023

- (d) the Customer paying any Charges to BDQ under the Order, following the issue of the relevant draft Order by BDQ to the Customer; or
- (e) an online order and acceptance process,

providing that, in each of these cases, the parties must agree the Order within any validity period specified in the draft Order;

"Software Resale T&Cs" means these terms and conditions, including any amendments to these terms and conditions from time to time;

"Third Party Software" means the *Atlassian* software, *Atlassian Marketplace* apps, or other third party software identified as such in an applicable Order, as it may be updated and upgraded from time to time, which may take the form of software programs to be installed on Licensee-controlled computers and/or software programs provided as a cloud service or hosted service;

"Third Party Software EULA" means:

- (a) in relation to *Atlassian* software, the applicable contract and licensing documentation, as set out on the *Atlassian* website and updated from time to time in accordance with its terms (see <https://www.atlassian.com/legal/cloud-terms-of-service>);
- (b) in relation to third party apps supplied through the *Atlassian Marketplace*, the applicable contract and licensing documentation set out on the *Atlassian* website and updated from time to time in accordance with its terms (see <https://www.atlassian.com/licensing/marketplace/termsfuse>); and
- (c) in relation to any other Third Party Software, an end user licence agreement, terms of service or equivalent document supplied or made available by BDQ or the relevant Third Party Software Licensor or an intermediary to the Licensee under which the Licensee is granted rights to use Third Party Software, as it may be updated from time to time in accordance with its terms;

"Third Party Software Licensor" means a person, natural or legal, granting to the Licensee under a Third Party Software EULA the right to use Third Party Software.

2. Supply of Third Party Software

- 2.1 BDQ shall ensure that the Third Party Software is supplied or made available to the Licensee on or before the relevant date(s) specified in the applicable Order (or, if no such dates are specified, within a reasonable period following the coming into force of the applicable Order).
- 2.2 Unless BDQ has agreed otherwise in writing, the Licensee shall be responsible for the installation, integration and configuration of the Third Party Software.

Effective start: June 12, 2023

3. Third Party Software EULA

- 3.1 BDQ shall ensure that, at the same time or before the supply or making available of any Third Party Software, the Third Party Software EULA that applies to that Third Party Software is supplied or made available to the Licensee.
- 3.2 The Licensee shall be licensed to use Third Party Software, in accordance with the applicable Third Party Software EULA, directly by the relevant Third Party Software Licensor identified in that Third Party Software EULA.
- 3.3 The Licensee must comply with the provisions of each Third Party Software EULA. In addition to the limitations and prohibitions set out in the applicable Third Party Software EULA, the Licensee must comply with any limitations and prohibitions on the use of the Third Party Software (which may include limitations on the number of installations, user accounts and/or concurrent users) that are set out in the applicable Order.
- 3.4 The Licensee acknowledges that:
 - (a) BDQ is not a party to and has no responsibilities under any Third Party Software EULA; and
 - (b) BDQ's only responsibilities owed to the Licensee with respect to the Third Party Software are to procure the grant of a licence by the Third Party Licensor to the Licensee in accordance with the Order and the Third Party Software EULA.

4. Support and maintenance

- 4.1 Unless BDQ has agreed otherwise in writing, and without prejudice to any obligations of any Third Party Software Licensor under any applicable Third Party Software EULA, BDQ shall have no obligation under these Software Resale T&Cs to provide any support or maintenance services in relation to any Third Party Software.

5. Charges

- 5.1 The Licensee must pay the Charges to BDQ in accordance with Clause 6.1.
- 5.2 The Charges may be varied in accordance with the Third Party Software EULA or, if the Third Party Software does not specify Charges variation rights and does not specify that Charges will not be varied, as follows.
 - (a) In relation to recurring Charges, BDQ may vary the Charges by giving to the Licensee written notice of the variation at any time before the relevant renewal date.
 - (b) The number of users of the Third Party Software, and the corresponding Charges, may be varied by the written agreement of BDQ and the Licensee.
- 5.3 All amounts stated in or in relation to these Software Resale T&Cs are, unless the context requires otherwise, stated exclusive of any applicable value added

Effective start: June 12, 2023

taxes, which will be added to those amounts and payable by the Licensee to BDQ.

6. Payments

- 6.1 The Licensee must pay the Charges to BDQ by means of BDQ's designated payment processor (or such other method as BDQ may authorise in writing) within 7 days following the issue by the Licensee of an invoice for the same.
- 6.2 The Licensee must pay the Charges without set-off or deduction.
- 6.3 If the Licensee does not pay any amount properly due to BDQ under the Software Resale T&Cs, BDQ may:
 - (a) charge the Licensee 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); or
 - (b) claim interest and statutory compensation from the Licensee pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.4 BDQ may suspend the supply and/or any licence of the Third Party Software if any Charges due to be paid by the Licensee under or in relation to these Software Resale T&Cs are overdue.

7. Warranties

- 7.1 The Licensee warrants to BDQ that it will comply with:
 - (a) all applicable laws and regulations; and
 - (b) the Third Party Software EULA,with respect to its use of the Third Party Software and all other activities under or relating to these Software Resale T&Cs.
- 7.2 All of the parties' warranties and representations in respect of the subject matter of these Software Resale T&Cs are expressly set out in these Software Resale T&Cs. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of these Software Resale T&Cs will be implied into these Software Resale T&Cs or any related contract.

8. Acknowledgement and warranty limitation

- 8.1 The Licensee acknowledges that the Third Party Software is supplied "as is" and BDQ has no responsibilities for the Third Party Software itself (including for the specification, functionality, operation or security of the Third Party Software).

9. Limitations and exclusions of liability

- 9.1 Nothing in these Software Resale T&Cs will:

Effective start: June 12, 2023

- (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.
- 9.2 The limitations and exclusions of liability set out in this Clause 9 and elsewhere in these Software Resale T&Cs:
 - (a) are subject to Clause 9.1; and
 - (b) govern all liabilities arising under these Software Resale T&Cs or relating to the subject matter of these Software Resale T&Cs, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 9.3 BDQ will not be liable to the Licensee in respect of any losses arising out of a Force Majeure Event.
- 9.4 BDQ will not be liable to the Licensee in respect of:
 - (a) any loss of profits or anticipated savings;
 - (b) any loss of revenue or income;
 - (c) any loss of business, contracts or opportunities; or
 - (d) any special, indirect or consequential loss or damage.
- 9.5 BDQ will not be liable to the Licensee in respect of any loss or corruption of any data, database or software.
- 9.6 BDQ will not be liable to the Licensee in respect of any loss or damage arising out of any act or omission of a Third Party Software Licensor.
- 9.7 The liability of BDQ to the Licensee under these Software Resale T&Cs in respect of any event or series of related events shall not exceed the greater of:
 - (a) GBP 5,000; and
 - (b) the total amount paid and payable by the Licensee to BDQ under these Software Resale T&Cs in the 12-month period preceding the commencement of the event or events.
- 9.8 The aggregate liability of BDQ to the Licensee under these Software Resale T&Cs shall not exceed GBP 50,000.

Effective start: June 12, 2023

10. Termination

- 10.1 These Software Resale T&Cs shall automatically terminate upon the termination of the licence under the Third Party Software EULA.
- 10.2 BDQ may terminate these Software Resale T&Cs immediately by giving written notice of termination to the Licensee if:
- (a) the Licensee commits any breach of these Software Resale T&Cs or the Third Party Software EULA, and the breach is not remediable;
 - (b) the Licensee commits a breach of these Software Resale T&Cs or the Third Party Software EULA, and the breach is remediable but the Licensee fails to remedy the breach within the period of 30 days following the giving of a written notice to the Licensee requiring the breach to be remedied; or
 - (c) the Licensee persistently breaches these Software Resale T&Cs and/or the Third Party Software EULA (irrespective of whether such breaches collectively constitute a material breach).
- 10.3 Subject to applicable law, BDQ may terminate these Software Resale T&Cs immediately by giving written notice of termination to the Licensee if:
- (a) the Licensee: (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 oth Licensee;
 - (c) an order is made for the winding up of the Licensee, or the Licensee passes a resolution for its winding up; or
 - (d) if the Licensee is an individual: (i) as a result of illness or incapacity, the Licensee becomes incapable of managing his or her own affairs; or (ii) the Licensee is the subject of a bankruptcy petition or order.
- 10.4 BDQ may terminate these Software Resale T&Cs immediately by giving written notice to the Licensee if any amount due to be paid by the Licensee under or in relation to these Software Resale T&Cs is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given.
- 10.5 BDQ may terminate these Software Resale T&Cs immediately if any act of the Third Party Software Licenser causes or will cause:
- (a) BDQ to be unable to provide the Third Party Software in accordance with these Software Resale T&Cs; or
 - (b) BDQ to be otherwise in breach of these Software Resale T&Cs.

Effective start: June 12, 2023

11. Effects of termination

- 11.1 Upon the termination of these Software Resale T&Cs, all of the provisions of these Software Resale T&Cs shall cease to have effect, save that the following provisions of these Software Resale T&Cs shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely):
Clauses 1, 3.3, 6, 9, 11 and 12.
- 11.2 Except to the extent expressly provided otherwise in these Software Resale T&Cs, the termination of these Software Resale T&Cs shall not affect the accrued rights of either party.
- 11.3 For the avoidance of doubt, upon termination of these Software Resale T&Cs any subsisting Licence Period shall automatically end and the Licensee will cease to have any rights to use the Third Party Software.

12. General

- 12.1 The Licensee agrees that BDQ may subcontract any of its obligations under these Software Resale T&Cs.
- 12.2 No breach of any provision of these Software Resale T&Cs shall be waived except with the express written consent of the party not in breach.
- 12.3 If any provision of these Software Resale T&Cs are determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of these Software Resale T&Cs will continue in effect. If any unlawful and/or unenforceable provision 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 (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 12.4 This Software Resale T&Cs may not be varied except as follows:
 - (a) to the extent reasonably necessary to ensure that the parties and these Software Resale T&Cs comply with applicable law, by BDQ giving to the Licensee at least 30 days' prior written notice of the variation;
 - (b) by BDQ giving to the Licensee at least 90 days' prior written notice of the variation, in which case the Licensee may terminate these Software Resale T&Cs on 14 days' written notice at any time during that 90-day period; or
 - (c) by means of a written document signed by or on behalf of each party or by any of the other methods of agreement specified in the definition of "Order" in Clause 1.1.
- 12.5 The Licensee hereby agrees that BDQ may assign BDQ's contractual rights and obligations under these Software Resale T&Cs to any member of BDQ's group of companies or to any successor to all or a substantial part of the business of BDQ from time to time. Save to the extent expressly permitted by applicable law, the Licensee must not without the prior written consent of

Effective start: June 12, 2023

BDQ assign, transfer or otherwise deal with any of the Licensee's contractual rights or obligations under these Software Resale T&Cs.

- 12.6 The Third Party Software Licensor is a beneficiary of the rights granted to BDQ under each Order with respect to the Third Party Software, and accordingly shall be entitled to enforce those rights directly against the Licensee. Subject to this, this Software Resale T&Cs are made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party, and the rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to these Software Resale T&Cs are not subject to the consent of any third party.
- 12.7 The Software Resale T&Cs shall constitute the entire agreement between the parties in relation to the subject matter of these Software Resale T&Cs, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 12.8 This Software Resale T&Cs shall be governed by and construed in accordance with English law.
- 12.9 BDQ may bring and pursue proceedings against the Licensee to enforce the terms of these Software Resale T&Cs in any jurisdiction in which the Licensee 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 these Software Resale T&Cs.