

Hornbill US Subscription Agreement

AGREEMENT

As a result of you ("Customer") and the Hornbill Group company identified below ("Hornbill") signing or otherwise accepting this agreement in connection with the provision of the Hornbill SaaS Service, these are the terms upon which Hornbill shall supply those services to you.

1. DEFINITIONS

In these terms, unless the context otherwise requires, the following words and expressions mean:

"Billing Commencement Date"	the date the Customer requests the SaaS Service is made available to them as stated on the Order Form or the date the SaaS Service is made available to the Customer by Hornbill whichever is the later
"Billing Period"	the length of time each invoice covers as stated on the Order Form
"Community Forum"	a public forum in which questions can be asked about the configuration and use of the system. Posts on the Community Forum will be monitored by Hornbill employees who will respond when appropriate
"Confidential Information"	any non-public information relating to either Party or its suppliers, agents, distributors, subscribers, employees or customers together with any information clearly identified in writing as confidential. All Customer Data shall be treated as Confidential Information except as otherwise set out in this agreement
"Customer Data"	information, data, editorial content, Intellectual Property in any form relating to the Customer, including without limitation, its employees, customers, business and activities, including such data otherwise governed by applicable data protection legislation, posted or submitted to the SaaS Service by a User or by Hornbill personnel on behalf of Customer
"Good Industry Practice"	means the standard of skill, care and knowledge which could reasonably be expected from an experienced person who is in the business of supplying services which are the same as or similar to the services provided under this agreement
"Hornbill Intellectual Property"	Intellectual Property owned by Hornbill consisting of original work and materials undertaken by Hornbill either previously or in performing its obligations under these terms
"Information Security Policy"	Hornbill's policies setting out how it manages information security as set out from time to time. The Information Security Policy can be found at https://trust.hornbill.com/security/ . Changes to the Information Security Policy will only be made to improve the level of information security provided to Hornbill's Customers
"Intellectual Property"	any and all copyright and all related rights, neighbouring rights including any rights relating to unauthorised extraction or reutilisation, design rights and any other intellectual property rights whether registered or not
"Knowledge"	the Hornbill wiki and such other Knowledge resources as Hornbill shall from time to time make available to the Customer
"Order Form"	any electronic or hard copy document signed or otherwise accepted by the parties incorporating these terms and setting out the commercial terms upon which the SaaS Service is supplied to Customer
"Party"	a Party to this agreement
"SaaS Service"	the provision for the Customer by Hornbill or its contractors of the core Hornbill platform and if applicable one or more Hornbill application(s) accessed by the Customer over the internet
"Service Credits"	credits due to Customer as published from time to time here https://wiki.hornbill.com/index.php/Essential_Success_Plan
"Service Levels"	the service levels for the SaaS Service published by Hornbill from time to time here https://wiki.hornbill.com/index.php/Essential_Success_Plan
"Service Parameters"	the system resources and any other parameters or limits of the SaaS Service as contained in any Order Form and as detailed from time to time here https://wiki.hornbill.com/index.php/Hornbill_Service_Parameters
"Subscription Fee"	the fees and charges as defined in an Order Form or as amended by

clauses 9 or 10 of this agreement to be paid by the Customer to Hornbill under these terms for the SaaS Service for any Billing Period

"Subscription Period"	is the length of time the Customer is committing to continue paying for the SaaS Service as set out in the Order Form
"Standard Support"	access to the Community Forum, Knowledge and 24 x 7 x 365 support for critical issues relating to the availability of the SaaS service. Details of the Standard Support service can be found here https://wiki.hornbill.com/index.php/Essential_Success_Plan
"Termination Date"	either the date the Customer tells Hornbill it wants the SaaS Service switched off or the date Hornbill advises the Customer it is switching off the SaaS Service in accordance with this agreement
"Trade Marks"	Hornbill's own corporate, trade and product branding, trademarks, service marks or other similar Intellectual Property rights owned by Hornbill from time to time
"User"	any person who connects to the SaaS Service whether or not they have a paid subscription

2. COMMERCIAL BASIS

- 2.1 Subject to and in accordance with these terms and any applicable Order Form after the Billing Commencement Date Hornbill shall:
- 2.1.1 provide the SaaS Service and the Standard Support in accordance with
 - 2.1.1.1 Good Industry Practice and;
 - 2.1.1.2 The Service Parameters and;
 - 2.1.1.3 the Service Levels and;
 - 2.1.1.4 all reasonable instructions of the Customer and;
 - 2.1.1.5 all applicable law and regulations
 - 2.1.2 from time to time update the SaaS Service to a more recent or the most recent version of the Hornbill software; and
 - 2.1.3 no more than once per quarter on request provide Customer with a copy of the most recent Customer Data in an industry standard machine readable format as determined by Hornbill.
- 2.2 The Subscription Fee for the SaaS Service shall be paid by the Customer in accordance with the Service Parameters.
- 2.3 Customer shall be due Service Credits following any failures of the SaaS Service to meet the Service Levels.
- 2.4 The first Subscription Period commences on the Billing Commencement Date.
- 2.5 Hornbill shall raise an invoice in the amount of the Subscription Fee for the first Billing Period on receipt of the first Order Form
- 2.6 Hornbill shall raise subsequent invoices in the amount of the Subscription Fee in respect of future Billing Periods no more than 45 days before the current Billing Period ends until the first Subscription Period ends.
- 2.7 If Customer wishes to continue to use the SaaS Service after the end of any Subscription Period the Customer does not need to take any action. At the end of the Subscription Period a new Subscription Period with the same Billing Frequency and Subscription Fee will be entered on the same terms as the previous Subscription Period.
- 2.8 At any time before the end of a Subscription Period if the Customer would like to change the Subscription Period or Billing Period for the next Subscription Period the Customer must sign a new Order Form stating the revised Subscription Period and Billing Period. For the avoidance of doubt if the Subscription Period or Billing Period are changed the Subscription Fee may also change.
- 2.9 In the event of a change in the Subscription Period or Billing Period under clause 2.8 Hornbill shall raise the invoice for the Subscription Fee as soon as practicable having cancelled any invoices that were raised under Clause 2.7.
- 2.10 Fees for Services are exclusive of sales taxes or other Government imposed excises or taxes (if any) which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.
- 2.11 Invoices are due for payment within 30 days.

3. CUSTOMER KEY RESPONSIBILITIES AND SERVICE USE

- 3.1 Customer shall:
- 3.1.1 when accessing the SaaS Service follow any reasonable technical and operational guidelines of which Customer is notified by Hornbill ; and
 - 3.1.2 provide reasonable support to Hornbill in managing and monitoring of the quality of the SaaS Service and in planning and implementing any agreed enhancements to the SaaS Service; and
 - 3.1.3 shall protect and keep confidential the login credentials that each User uses to access the SaaS Service, to a standard not lower than it generally uses across its business to protect access to its own computer systems; and
 - 3.1.4 shall ensure that any User's usage of the SaaS Service does not result in a breach of the terms of this agreement; and

- 3.1.5 provide any necessary payment reference number or purchase order number as required by its own internal processes to ensure Hornbill's invoices are paid within the agreed terms. Failure to provide this data will not be grounds for a bona fide dispute in clause 7.7.
- 3.2 The Customer acknowledges and agrees that it is solely responsible for complying with any laws or paying any taxes duties and tariffs applicable in any way to its use of the SaaS Service (other than taxes on the net income of Hornbill).
- 3.3 The Customer unconditionally represents warrants and undertakes that all Customer Data:
 - 3.3.1 is owned by the Customer or that the Customer has permission from the rightful owner to use Customer Data in the SaaS Service and that the Customer Data is in no way whatsoever a violation or infringement of any third party Intellectual Property, right of privacy or publicity or any other rights of any person; and
 - 3.3.2 is not obscene, libellous or defamatory or in any other way unlawful; and
 - 3.3.3 is to the best of its knowledge free of viruses and other malware and that it employs virus and malware protection procedures of no lower standard than it uses to protect the integrity of its own computer systems.
- 3.4 The Customer represents and warrants that:
 - 3.4.1 it will use the SaaS Service for lawful purposes only and in accordance with all applicable laws, regulations and licences; and
 - 3.4.2 it will not attempt to decompile, reverse engineer or hack the SaaS Service or to defeat or overcome any encryption and/or other technical protection methods implemented by Hornbill; and
 - 3.4.3 it will not use any automatic or manual device or process nor take any steps, including penetration testing, to interfere with or in any manner compromise any security measures or the proper working of the SaaS Service; and
 - 3.4.4 it will not use any other individual's or entity's login or identity or any other unauthorised method to access or use the SaaS Service; and
 - 3.4.5 It will not attempt to exceed any limits imposed by the Service Parameters nor take any steps to interfere with or compromise any methods implemented by Hornbill to monitor and enforce the Service Parameters; and
 - 3.4.6 it will not collect any information or communication about Hornbill or other Hornbill customers by monitoring, interdicting or intercepting any process of the SaaS Service.
- 3.5 The Customer hereby agrees that any user interface form elements, menu's, labels, tooltips or help content that is translated by the Customer may be accessed by Hornbill and combined with other Customer's translation data to produce default product translations which may be made available to all customers. For the avoidance of doubt this does not apply to any other Customer Data entered into the system which remains fully private to the Customer's instance.

4. RIGHTS IN SERVICES AND DATA AND INDEMNITY

- 4.1 The Customer acknowledges and agrees that Hornbill product comprising or within the SaaS Service, consists of original work and materials undertaken by Hornbill either previously or in performing its obligations under these terms. The Customer acknowledges and agrees that the copyright and all other intellectual property rights in such Hornbill Intellectual Property whenever created shall remain the exclusive property of Hornbill and the Customer shall have no rights in respect thereof save as may be granted to it by Hornbill pursuant to these terms or in accordance with any licence or agreement which Hornbill may enter into with the Customer from time to time. The Customer agrees to use the Hornbill Intellectual Property only as provided in these terms and to not use it to develop software for third parties or for any other purpose without the prior written authorisation of Hornbill. The Customer will take all reasonable steps to protect the intellectual property rights of Hornbill in the Hornbill Intellectual Property.
- 4.2 Hornbill acknowledges and agrees that copyright in Customer Data may belong to the Customer or a third party and for the avoidance of doubt asserts no claim pursuant to these terms inconsistent with any such rights.
- 4.3 The Customer shall not:
 - 4.3.1 remove or interfere with any Trade Marks, copyright or Trade Mark notices affixed or installed by Hornbill on the SaaS Service or other Hornbill Intellectual Property except where the service allows such supported configurations; and
 - 4.3.2 use the SaaS Service to provide or be part of any commercial external service to sub-tenants. For the avoidance of doubt, the Customer may use the SaaS Service to provide services to any companies within its group.
- 4.4 The Customer acknowledges and agrees that the SaaS Service may use User activity monitoring and metering software to avoid any unintentional violation of licence or service usage terms and to protect Hornbill against unauthorised, unlicensed or illegal use of the SaaS Service.
- 4.5. Hornbill shall indemnify the Customer against any claims or loss suffered by the Customer as a result of a claim that the SaaS Service (except for any Customer Data) infringes the intellectual property rights of any third party and the Customer shall indemnify Hornbill against any claims or loss suffered by Hornbill as a result of a claim that any Customer Data supplied by the Customer and incorporated into or used with the SaaS Service infringes the intellectual property rights of any third party provided that the Party claiming indemnity shall:-

- 4.5.1 immediately notify the other on becoming aware of any such claim; and
 - 4.5.2 not take any other action in respect of such claim or make any admission or settlement of any such claim without the other's prior consent in writing; and
 - 4.5.3 subject to being indemnified by the other against the reasonable costs and expenses of the Party claiming indemnity take all such actions in relation to such claim as the other shall properly require.
- 4.6. Without prejudice to Clause 4.5, Hornbill shall be entitled to make such modifications to the SaaS Service as shall avoid any infringement of any third party's intellectual property rights for which it is liable to indemnify the Customer under this agreement provided such modifications do not materially adversely affect the functionality of the SaaS Service.

5. LIABILITY AND LIMITATIONS

- 5.1 Dollar Cap – HORNBILL'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER TO HORNBILL IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM.
- 5.2. Exclusion of Consequential Damages. IN NO EVENT WILL HORNBILL BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 5.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 5 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF HORNBILL IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 5, Hornbill's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Hornbill's liability limits and other rights set forth in this Article 5 apply likewise to Hornbill's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.
- 5.4 Hornbill does not represent or warrant that the SaaS Service will always be available, accessible, uninterrupted, timely, secure, accurate, complete, error-free, or will operate without data loss, nor does Hornbill warrant or guarantee any connection to or transmission from the internet.

6. CONFIDENTIALITY

- 6.1 Any Confidential Information which comes into the possession of the other Party as a result of the operation of this agreement shall be treated as confidential and shall not be disclosed to any person other than employees of such Party requiring such information in pursuance of this agreement, neither shall it be used by the receiving Party other than in pursuance of this agreement without the prior written consent of the Party to whom it relates. Each Party shall ensure that employees involved with this agreement are aware of and comply with the provisions of this clause. This clause shall not apply to any information which is in or comes into the public domain other than by a breach of this agreement.
- 6.2 Customer may from time to time provide suggestions, comments or other feedback ("Suggestions") to Hornbill concerning the SaaS Service. Both parties agree that all Suggestions are and shall be given entirely voluntarily. Except as otherwise provided herein, Hornbill shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Suggestions provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. All Suggestions will be anonymous if shared with third parties unless the Customer gives its prior written approval to be associated with the Suggestions.
- 6.3 Hornbill may access and process Customer Data posted by or on behalf of the Customer or in connection with the SaaS Service as reasonably necessary to operate or maintain the SaaS Service and to comply with obligations of confidentiality Hornbill has to the Customer or other customers.
- 6.4 Hornbill may monitor the Customer's usage to evaluate or improve the performance and implementation of and to promote and market SaaS Service and to measure, amongst other things, interest in and use of SaaS Service and to develop and design new products and services.
- 6.5 Hornbill shall take such technical and organisational measures against the unauthorised or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data as set out from time to time in its Information Security Policy.
- 6.6 Notwithstanding the foregoing, Hornbill may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Hornbill shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 6.7 Hornbill shall indemnify and keep indemnified the Customer, and vice versa, against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this Clause or any act or omission of any sub-contractor.

7. TERM, TERMINATION AND SUSPENSION

- 7.1 Unless otherwise agreed in writing the SaaS Service shall continue only during such Subscription Periods in respect of which the applicable Subscription Fee shall have been paid in full to Hornbill unless and until terminated under clause 7.2 or 7.3.
- 7.2 Customer may terminate this agreement on or after the expiry of any Subscription Period by providing at least 7 days notice in advance of the expiry of the Subscription Period to Hornbill of its preferred Termination Date such date must be on or after the expiry of the current Subscription Period. On receipt of such notice Hornbill shall acknowledge the notice within 48 hours. If Customer wishes to Terminate after the end of a Subscription Period Hornbill shall raise an invoice for the pro rata amount of the Subscription Fee to the Termination Date. Any further extensions to the Termination Date that the Customer may request will be agreed to by Hornbill subject to a minimum term of 3 months.
- 7.3 Either Party may terminate these terms by written notice to the other Party if:
- 7.3.1 the other Party commits any breach of any provision of these terms or an Order Form which is capable of remedy (including for the avoidance of doubt any breach referred to in clause 7.3.2) and the Party committing the breach fails to remedy the breach within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- 7.3.2 the other Party commits any breach of any provision of these terms which constitutes a material breach (material breach for this purpose meaning a breach that has caused or, with the passage of time, will cause substantial harm to the interests of the innocent Party or if it involves knowing and unauthorised infringement of the innocent Party's Intellectual Property, or if it involves knowing or grossly negligent unauthorised disclosure or use of the innocent Party's Confidential Information, or if it involves a continuing failure after warning to pay any undisputed fees when due, or if the aggregate effect of non-material breaches by the Party committing the breach satisfies these standards for materiality).
- 7.6 Upon any termination of these terms:
- 7.6.1 Hornbill will before deletion of the Customer Data as provided in 7.6.2 provide the Customer with a copy of the most recent Customer Data in an industry standard machine readable format as determined by Hornbill; and
- 7.6.2 Hornbill will delete the Customer Data between 30 and 60 days after the Termination Date; and
- 7.6.3 subject as otherwise provided in these terms and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under these terms except that the following clauses shall survive any termination of these terms: 3.5, 5, 6, 8.3, 8.4, 8.5, 8.7,8.8, 8.11 and 8.12.
- 7.7 Customer acknowledges and agrees that if any invoice (not subject to a bona fide dispute) is not paid on the due payment date then Hornbill reserves the right to suspend Customer access to the SaaS Service. Prior to suspension Hornbill will notify Customer of its intent to suspend access and Hornbill will not suspend the service until at least 14 calendar days (30 calendar days in the case of Subscription Fee invoices subsequent to the first Subscription Fee invoice) have elapsed after the first notice of suspension. Hornbill will remove the suspension once Customer has paid all due invoices not subject to a bona fide dispute.

8. GENERAL

- 8.1 Entire agreement - Neither Party has been induced to enter into these terms by a statement or promise which it does not contain. These terms and any applicable Order Form constitutes the entire agreement between Hornbill and the Customer with respect to the supply of SaaS Service and supersedes all previous communications, representations and agreements either written or oral (save for fraudulent misrepresentation) with respect thereto. This shall not exclude any liability which a Party would otherwise have to the other Party in respect of any statement made fraudulently by that Party prior to the date of these terms. The application of any general terms and conditions upon which the Customer trades or which it seeks to impose by inclusion in any purchase order or by way of course of trading or otherwise are excluded and shall be of no effect.
- 8.2 Assignment - The Customer may not assign, transfer or otherwise dispose of any of its rights or obligations under these terms without the prior written consent of Hornbill such consent not to be unreasonably withheld or delayed. Subject to the foregoing, these terms will bind and inure to the benefit of any successors and assigns. Hornbill may use subcontractors in the performance of the SaaS Service but will remain liable to the Customer for all acts and omissions of its subcontractors as if they were its own under this agreement.
- 8.3 Choice of Law & Jurisdiction - This Agreement will be governed solely by the internal laws of the State of _____, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of _____ [city or county], _____ [state]. This Section 8.3 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

- 8.4 Severability - To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfil its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 8.5 Independent Contractors - The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no Hornbill employee or contractor will be an employee of Customer.
- 8.6 Variation - Any variation of these terms or any Order Form must be in writing and signed by an authorised representative of each of the parties. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented.
- 8.7 No Waiver - Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 8.8 Dispute resolution - Each Party shall use its best endeavours to resolve amicably and expeditiously any dispute which may arise between them concerning these terms, any Order Form or any documents incorporated by reference therein using internal escalation procedures or external mediation as may be agreed. But this clause shall not prevent either Party from taking such legal proceedings as it shall decide.
- 8.9 Force majeure - No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- 8.10 Technology Export - Customer shall not: (a) permit any third party to access or use the System in violation of any U.S. law or regulation; or (b) export any software provided by Hornbill or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the System in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).
- 8.11 Construction - The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 8.12 Notices. Hornbill may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received one business day in the Customers home country after they are sent. Customer may send notices pursuant to this Agreement to care@hornbill.com, and such notices will be deemed received one UK business day after they are sent.

9. VARIATIONS IN SERVICE PARAMETERS

- 9.1 Customer may request Hornbill change the Subscription Fee at any time after the Customer Acceptance Date by changing the Service Parameters.
- 9.2 Hornbill shall produce an interim invoice or voucher, if applicable, to cover the period from the date of the change to the end of the last Subscription Period for which an invoice has been raised. This interim invoice or voucher will be produced as soon as practicable after the change has been made.
- 9.3 The price charged for any change in Service Parameters will be as set out in Clause 10.
- 9.4 Future invoices will be based upon the revised Subscription Fees until such time as a further change is made subject always to the provisions of clause 10.
- 9.5 The Subscription Fee may not be reduced below that required for the minimum number of Customer Users required on the service being subscribed to.

10. PRICE

- 10.1 Subject to Clause 10.2, Hornbill may change the published price for the SaaS Service at any time.
- 10.2 The Subscription Fee for any specific item is fixed to the price the Customer first paid for that specific item for as long as this agreement remains in force subject always to 10.3.
- 10.3 If the Customer commits any breach of any provision of these terms or an Order Form which is capable of remedy (including for the avoidance of doubt any breach referred to in clause 7.5.2) and fails to remedy the breach within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied then the next Subscription Fee may be based upon the then active published price and not the price as determined by clause 10.2.
- 10.4 If the Customer wishes to subscribe to a new item that it does not have a current subscription for then the price for that item shall be based upon the published price at the time it subscribes for that item.

10.5 The Customer may prior to any renewal invoice being issued advise Hornbill it wishes its entire Subscription Fee to be based on the published price in effect at the time when the next renewal invoice is issued. For the avoidance of doubt this enables to Customer, should it wish, to take advantage of any fall in the published price.

12. PREVENTION OF FRAUD AND CORRUPTION

12.1 Hornbill shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the agreement or for showing or refraining from showing favor or disfavor to any person in relation to the agreement.

12.2 Hornbill shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by its staff (meaning directors, officers, employees, agents, consultants and contractors of Hornbill and/or of any sub-contractor of Hornbill engaged in the performance of Hornbill's obligations under the agreement) and Hornbill (including its shareholders, members and directors) in connection with the agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

12.3 If Hornbill or its staff (as defined in clause 12.2 above) engages in conduct prohibited by clause 12.1 or commits fraud in relation to the agreement or any other contract with the Customer, the Customer may:

12.3.1 terminate the agreement and recover from Hornbill the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the SaaS Service (and Support Service and any other ancillary services) and any additional expenditure incurred by the Customer throughout the remainder of the agreement; or

12.3.2 recover in full from Hornbill any other loss sustained by the Customer in consequence of any breach of this clause.

PARTIES

This agreement is between Hornbill Technologies Limited a company incorporated in England and Wales (registered no. 07244938) whose principal place of business is 3rd Floor, 86-90 Paul Street, London EC2A 4EN UK ("Hornbill") and

CUSTOMER CONTACT DETAILS

Full Legal Name "Customer"

Address Line 1

Address Line 2

Town

State

Zip Code

Country

Contact Name

Contact Email

SIGNED by the parties

Signed on behalf of Hornbill

Signed on behalf of the Customer

Signature

Signature

Print name

Print name

Title

Title

Date

Date
