



Vepple - The Personalised Virtual Experience

Client Terms

(v08b - 22/11/2024 - 09:00)

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Registered in England & Wales as
Revolution Viewing LTD, trading as Vepple.
Company Reg. No: 5247496
VAT no. 865410230

Agreement Schedule

Terms and Conditions Ref: RV001 apply

Between

1 **Revolution Viewing Ltd** (Company Registration Number 05247496), whose registered office is at 103 Kirkstall Road, Leeds, West Yorkshire, United Kingdom, LS3 1JL (**the Revolution Viewing**); and

2

AGREEMENT SCHEDULE DETAILS

The Terms and Conditions Ref: RV001 apply to this Agreement. All defined terms in the Terms and Conditions shall have the same meaning in this Agreement Schedule.

Commencement Date	:	
Term	:	
License Fee	: £	(excluding VAT)
License Fee Frequency	:	
Total License Fee instalments during the Term	:	

The Client shall pay Revolution Viewing the sum specified as the License Fee upon signing this Agreement OR within 30 days of the Commencement Date (whichever is sooner), as per clause 5.1 of the Terms and Conditions (License Fee—instalment one).

Where the Total License Fee instalments during the Term are greater than one, for each successive instalment of the License Fee, the Client shall pay Revolution Viewing the sum specified as the License Fee and funds received by each anniversary of the Commencement Date as per clause 5.2 of the Terms and Conditions (License Fee—subsequent instalments).

Total Contract Value	: £	(excluding VAT)
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The total contract value is the License Fee multiplied by the Total License Fee instalments during the Term.

Package Type	:	
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The complete package details of the Revolution Viewing Software can be found on the next page.

Package Details (Visitor Services & Client Services Listed):

Software Support Services:

- **Hosting** – the Revolution Viewing Software shall be available on a sub-domain of the Client's choosing and shall have a service level of 99.9% availability (excluding planned maintenance)
- **Documentation** - access to a written knowledge base outlining how Admin Users can utilise the Client Tools
- **Onboarding support** - up to 8 hours of one-to-one training delivered remotely by Revolution Viewing to the Client
- **Maintenance** – support shall be available from 9 am to 5 pm (UK times) on Business Days via ticketed support. Support response times shall be as set out in the table below:

Support Requirement	Response Time	Resolution Target Time
Important – major system failure	Initial response time two hours within support times	Target resolution within 3 hours during support times
Medium – system remains operational but has a significant loss of function	Initial response time four hours within support times	Target resolution within 24 hours during support times
Minor – system remains operational but loss of function	Initial response time six hours within support times	Target resolution within 5 Business Days during support times

Please note: *Priority Support is an urgent support service provided under a separate agreement and is chargeable. Revolution Viewing shall only provide Priority Support when an agreement has been entered. See clause 3.6 in the terms and conditions.*

Maximum Number of Concurrent Admin Users: 20
Maximum Number of Concurrent Visitors: 500

The maximum number of concurrent Visitors may be extended to 5000 for five days each year of the Term, provided that Revolution Viewing is given the requisite number (see clause 3.4) of Business Days' notice per instance of going beyond the standard maximum number of concurrent Visitors as stated above. The five-day allocation may be for consecutive or separate days up to the maximum total period for the year.

Data Processor Schedule: Revolution Viewing Data Processing Schedule

Data Processing Details: Using the Visitor Services, Clients will have the option to capture the following categories of data:

- First name
- Last name
- Mobile phone number
- Address line 1
- Address line 2
- City
- Postcode
- Country
- Date of birth
- Where do you currently live
- Marketing preferences
- Aggregate session duration
- Call to action (CTA's) clicked
- Events attended
- Events registered
- Filters applied (including the stage in application)
- Posts viewed

AGREED by the parties and signed:

.....

Name:

Role:

Date:

For and on behalf of **Revolution Viewing**

.....

Name:

Role:

Date:

For and on behalf of **the Client**

Terms and Conditions - Revolution Viewing Ref: RV001

1 Definitions and interpretations

1.1 Definitions

In this Agreement, the following words shall have the following meanings:

Accessibility Statement refers to Vepple Accessibility Support Document outlining compliance of the Revolution Viewing Software and where responsibility lies between Revolution Viewing and the Client. The Accessibility Statement is available on request;

Admin User means a person authorised by the Client to use the Portal Tools and the Client Portal;

Agreement Schedule means the schedule signed by the Parties referenced as the Agreement Schedule;

Backup Policy means daily cloud-hosted backups with a 20-day retention period. Backups are also made ahead of any system updates.

Business Day means any day other than a Saturday, Sunday or UK bank or public holiday or the period from 24th December until 1st January (inclusive) each year;

Claims means all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith;

Client means the party specified as such in the Agreement Schedule;

Client Content means

- (a) the Client Materials;
- (b) the Client marks;
- (c) all text, information, data, software, executable code, images, audio or video material, in whatever medium or form, inputted by the Client or Revolution Viewing on the Client's behalf to use the Revolution Viewing Software or facilitate the Client's access and use of the Revolution Viewing Software and any data generated by or derived from the Client's access or use of the Services whether hosted or stored within the Services or elsewhere; and
- (d) all End-User Content; but
- (e) excludes the Revolution Viewing IP.

Client Materials means any materials or information created, populated or disclosed by the Client or any of its employees or any Authorised User for use in the provision of the Services (including any information or analysis derived from any such materials or information).

Client Obligations: Should the Client wish for the frontend of the platform to be available on a custom subdomain of their choosing, the Client agrees to configure DNS records as requested by Revolution Viewing to facilitate proof of domain ownership and to map the subdomain to Revolution Viewing's server(s). The Client agrees to share with Revolution Viewing a list or range of IP addresses which should be used to whitelist the Client Portal as outlined in clause 6.1.1.9. Support can only be provided to the Client or any Admin User where the most recent or immediately preceding stable version of the following browsers are used:

- Google Chrome

- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Client Portal means the system accessed by the Client on the hosted link as specified in the Software Support Services via which the Client can develop and provide the Visitor Services;

Client Services means the client services specified in the Agreement Schedule, which are available to the Client to develop the Visitor Services via the Revolution Viewing Software together with the Package Details, as amended from time to time;

Commencement Date has the meaning set out in the Agreement Schedule;

Confidential Information means: (a) the Revolution Viewing Software and Revolution Viewing IP, and (b) all other information in respect of the business of a party, including, without prejudice to the generality of that statement, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; computer systems, software and software specifications; products or services, including but not limited to know-how or other matters connected with the products or services marketed, provided or obtained by a party, and information concerning a party's relationships with employees, actual or potential customers, students or suppliers and the needs and requirements of the party and of such persons and any other information which, if disclosed, would be liable to cause harm to a party;

Data Protection Legislation means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

Data Processor Schedule means the terms for data processing specified in the Agreement Schedule;

Disclosing Party has the meaning given in clause 4.2;

License Fee means the fee the Client shall pay to Revolution Viewing as outlined in clause 5;

License Fee Frequency means the frequency the Client shall pay to Revolution Viewing the License Fee as per clause 5;

Malware means any malicious code, thing or device (including any software, code, file or application) which may:

- A. destroy, damage, disable or gain unauthorised access to any computer system, software or electronic data;
- B. prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
- C. prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or

D. adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

Parties mean Revolution Viewing and the Client, and Party shall mean either of them;

Package Details means the package details as set out in the Agreement Schedule;

Portal Tools means the tools accessed on the Client Portal to develop Visitor Services within the Revolution Viewing Software;

Priority Support means an urgent support service as agreed and set out in a Priority Support Schedule;

Revolution Viewing IP means all intellectual property rights, including but not limited to copyright, that Revolution Viewing may have in the Revolution Viewing Software. The meaning of Revolution Viewing IP shall include source code and the graphical user interface, the look and feel of the Revolution Viewing Software, and any Third-Party software (such as development tools or runtime libraries) which is licensed for use with the Revolution Viewing Software;

Revolution Viewing Software has the meaning given in the Agreement Schedule;

Revolution Viewing means Revolution Viewing Ltd, Company No 05247496, the Registered Office of which can be found in the Agreement Schedule;

Receiving Party has the meaning given in clause 4.2;

Software Support Services means the software support, maintenance and hosting services supplied by Revolution Viewing as specified in the Agreement Schedule;

Term means the duration or period during which the contractual obligations and rights outlined within the agreement are in effect. The Term is defined in the Agreement Schedule.

Third Party or Third-Party means any person other than a Party;

Vepple Embed means a suite of tools, including embeddable widgets and our partner integration, that allows an Admin User to push Revolution Viewing Software-hosted content to other websites, enabling centralised management of interactive content;

Visitor means the persons or entity accessing and interacting with the content, features, or services provided by the Revolution Viewing software;

Visitor Services means the Visitor Services specified in the Agreement Schedule, which are the services available to Visitors via the Revolution Viewing Software as amended from time to time;

Visitor Terms means the Visitor Terms which Visitors must accept to obtain the full benefit of Visitor Services as specified by Revolution Viewing and as amended from time to time;

Use means the use of the Revolution Viewing Software hosted by Revolution Viewing via the Client Services through which the Client may develop the Visitor Services;

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation

((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by *Directive 2009/136/EC*) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended; and

Vulnerability means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, negatively impact confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

1.2 Interpretation

In this Agreement:

- 1.2.1 the headings are used for convenience only and shall not affect the interpretation of the Agreement;
- 1.2.2 references to persons shall include incorporated and unincorporated persons; references to the singular include the plural and vice versa; and references to the masculine include the feminine; and
- 1.2.3 references to Clauses and Schedules mean clauses of, and schedules to, this Agreement.

2 Grant of rights

2.1 Licence

Revolution Viewing grants to the Client, subject to the provisions of this Agreement, a non-exclusive licence to use the Revolution Viewing Software (hosted by Revolution Viewing) solely for the Use on the terms of this Agreement for the Visitor Services. Use is for the Client to use the Client Portal and the Portal Tools for the sole purpose of developing the Visitor Services for student recruitment, delivering the Visitor Services (via Revolution Viewing) and monitoring the use of the Visitor Services and Visitors, subject to the maximum permitted number of concurrent Visitors and Admin Users set out in the Agreement Schedule. *Notes: Concurrent Visitors/Admin Users are the Visitors/Admin Users who use the applicable service at any time. Use by Visitors is subject to their agreement to the Visitor Terms.*

2.2 No other licence

It is acknowledged and agreed that Revolution Viewing grants no licence to the Client other than the licence expressly granted by the provisions of this clause 2. Without prejudice to the generality of the foregoing, Revolution Viewing grants no rights or interest, and the Client shall not acquire any rights or interest in or under the Revolution Viewing IP.

2.3 Sub-licensing

The Client shall not be entitled to grant sub-licences of its rights under this Agreement. To avoid doubt, the license granted permits the Client to allow Visitors to use the Visitor Services.

2.4 User Terms

The Client authorises Revolution Viewing to agree on the Visitor Terms on its behalf with Visitors as part of its hosting service in the Software Support Services.

3 Access to and Use of Revolution Viewing Software

- 3.1 Within 10 Business Days of the Commencement Date, Revolution Viewing shall permit access to the Client of the Revolution Viewing Software on the basis described in the Software Support Services.

- 3.2 The Client shall use the Client Portal and Portal Tools to develop the Visitor Services. In developing the Visitor Services, the Client shall:
- 3.2.1 ensure that the Client Portal and Portal Tools shall be used in the manner for which they have been developed;
 - 3.2.2 not develop or in any way revise the Revolution Viewing Software to alter any part of the Client Portal or Portal Tools other than as intended to provide the Visitor Services;
 - 3.2.3 Allow access to Revolution Viewing to audit the use of the Revolution Viewing Software, the Client Portal and/or the Portal Tools;
 - 3.2.4 be responsible for all Admin Users and shall ensure that each Admin User uses the Client Portal and Portal Tools in the manner for which they were intended;
 - 3.2.5 comply with all Revolution Viewing's reasonable instructions concerning the use of the Revolution Viewing Software, the Client Portal and the Portal Tools;
 - 3.2.6 comply with all Revolution Viewing's standard policy documentation relating to the use and operation of the Revolution Viewing Software, the Client Portal and the Portal Tools;
 - 3.2.7 acknowledge that any accessibility requirements for the Visitor Services being met and maintained are its responsibility;
 - 3.2.8 ensure that no Admin User opens or otherwise accesses the tools used by Revolution Viewing to support the Revolution Viewing Software or any other elements of the Revolution Viewing Software not intended for the use of clients without express authorisation (in writing) from Revolution Viewing.
- 3.3 The Client shall comply with and provide the Client Obligations (if any) specified in the Agreement Schedule.
- 3.4 The Client shall notify Revolution Viewing 10 Business Days ahead of any planned activity that may increase Visitor numbers (such as an open day or a promotional event). The Client acknowledges and agrees that the levels of support and Visitor access are as set out in the Agreement Schedule, and these do not change for any planned events or unexpected traffic increases. The Client acknowledges that no standard support is provided on weekends or outside core hours.
- 3.5 Use of the Revolution Viewing Software, the Client Portal, and the Portal Tools is subject at all times to Revolution Viewing's being able to access them and audit their usage. Revolution Viewing shall have an account within the Client Portal and the Portal Tools, which it shall use to provide support to the Client and for the purposes of clause 3.5.
- 3.6 Where support above the Software Support Services is required, the Client shall notify Revolution Viewing of its requirements (including any changes in the expected level of use and planned activities) at least 20 Business Days in advance. Revolution Viewing shall provide the Client with a proposal to provide Priority Support. If the Parties agree (and for the required additional fees), the agreed level of Priority Support will be documented in a Priority Support Schedule and provided on those terms. **No additional support will be provided if Priority Support is not agreed upon.**
- 3.7 The use of the Vepple Embed suite of tools requires the Client to display the "powered by Vepple" badge in the Revolution Viewing Software, and the Client shall not alter, amend, or remove the badge.
- 3.8 The Client shall allow Revolution Viewing to set up DNS (the Domain Name System) for the front end of the Revolution Viewing software. This allows Revolution Viewing to manage the DNS configuration and deployment versioning. Suppose the Client cannot allow Revolution Viewing to manage the DNS setup. In that case, the Client

acknowledges that Revolution Viewing shall not be liable to provide support for any issues relating in whole or part to the DNS and that any support would be chargeable Priority Support.

4 Confidentiality and Data Protection

4.1 Obligations of confidentiality on the Client alone

The Client undertakes that during the Term, the license to use the Revolution Viewing Software is provided and for a period of 5 years after that, or for so long as any substantial part of the Revolution Viewing Software remains subject to the obligations of confidence of clause 4.2, whichever is the shorter, it will protect the Revolution Viewing Software as Confidential Information and shall not use the Revolution Viewing Software for any purpose except as expressly permitted in accordance with the provisions of this Agreement.

4.2 Confidentiality obligations on both parties

Each Party (**Receiving Party**) undertakes:

- 4.2.1 to maintain as secret and confidential all Confidential Information and other technical or commercial information obtained directly or indirectly from the other Party (**Disclosing Party**) in the course of or in anticipation of this Agreement and to respect the Disclosing Party's rights therein;
- 4.2.2 to use the Confidential Information exclusively for this Agreement; and
- 4.2.3 to disclose the Confidential Information only to those of its employees, contractors and sub-licensees under this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for this Agreement.

4.3 Exceptions to obligations

The provisions of clause 4.2 shall not apply to Confidential Information which the Receiving Party can demonstrate by reasonable, written evidence:

- 4.3.1 was, before its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal;
- 4.3.2 is subsequently disclosed to the Receiving Party without any obligations of confidence by a Third Party who has not derived it directly or indirectly from the Disclosing Party;
- 4.3.3 is or becomes generally available to the public through no act or default of the Receiving Party or its agents or employees;
- 4.3.4 the Receiving Party is required to disclose under a statutory obligation (e.g. Freedom of Information) or to the courts of any competent jurisdiction or to any government regulatory agency or financial authority, provided that the Receiving Party shall:
 - 4.3.4.1 inform the Disclosing Party as soon as is reasonably practicable and
 - 4.3.4.2 at the Disclosing Party's request, seek to persuade the court, agency or applicable authority to have the information treated in a confidential manner, where this is possible under the court, agency or authority's procedures or that an exception to the statutory obligation applies;
- 4.3.5 is developed independently by any of the Receiving Party's employees who have not had any direct or indirect access to, use of, or knowledge of the Disclosing Party's confidential information.

4.4 Disclosure to employees

The Receiving Party shall procure that all of its employees, contractors and sub-licensees under this Agreement (if any) who have access to any of the Disclosing Party's information to which clause 4.2 applies shall be made aware of

and subject to these obligations and shall have entered into written undertakings of confidentiality at least as restrictive as those in clauses 4.1 and 4.2 and which apply to the Disclosing Party's Confidential Information.

4.5 Return of information

On termination of this Agreement for any reason, the Receiving Party shall immediately return to the Disclosing Party or destroy all documents or other materials containing the Disclosing Party's Confidential Information (including any and all copies made) and make no further use or disclosure thereof.

4.6 Data Protection

4.6.1 Both Parties shall comply with all obligations which fall upon them from the Data Protection Legislation.

4.6.2 The Parties shall comply with the requirements of the Data Processing Schedule

4.7 Anonymised Data

Revolution Viewing shall be permitted to anonymise data from the use of the Revolution Viewing Software, the Client Portal, and/or the Portal Tools so that no person or organisation can be identified and use any such anonymised data for its own purposes.

Revolution Viewing reserves the right to use and aggregate this data and use this data in accordance with clause 11.12.

5 Payments

5.1 License Fee - instalment one

On signing this Agreement OR Within 30 days of the Commencement Date (whichever is sooner), the Client shall pay Revolution Viewing the sum specified as the License Fee in the Agreement Schedule.

5.2 Licence Fee - subsequent instalments

For instalments after instalment one (post clause 5.1), the Client shall pay to Revolution Viewing the Licence Fee set out in the Agreement Schedule and funds received by each anniversary of the Commencement Date. If the Client fails to pay any such amount by the specified date, Revolution Viewing may, in its sole and absolute discretion, either:

5.2.1 Suspend the use of the Revolution Viewing Software; or

5.2.2 Terminate this Agreement in accordance with clause 10.2.

5.3 Payment terms

All sums due under this Agreement:

5.3.1 are exclusive of VAT, which, where applicable, will be paid by the Client to Revolution Viewing in addition;

5.3.2 shall be paid in pounds sterling as specified in our invoice;

5.3.3 shall be made without deduction of income tax or other tax charges or duties that may be imposed, except in so far as the Client is required to deduct the same to comply with applicable laws. The Parties shall cooperate and take all steps reasonably and lawfully available to them, at the expense of Revolution Viewing, to avoid deducting such taxes and to obtain double taxation relief. If the Client is required to make any such deduction, it shall provide Revolution Viewing with such certificates or other documents as it can reasonably obtain to enable Revolution Viewing

- to obtain appropriate relief from double taxation of the payment in question; and
- 5.3.4 shall be made by the due date as outlined in the Agreement Schedule, failing which Revolution Viewing may charge interest on any outstanding amount daily at a rate equivalent to 3% above the Barclays Bank plc base lending rate then in force.

5.4 Payment obligations

- 5.4.1 The Client shall provide a valid purchase order before access to the Revolution Viewing Software is provided;
- 5.4.2 Revolution Viewing is not obliged to deliver any services, access, Revolution Viewing Software, the Client Portal or the Portal Tools unless payment in advance has been made.
- 5.4.3 The price of the Revolution Viewing Software shall stay fixed for the Term outlined in the Agreement Schedule.

6 Client obligations

6.1 General obligations

- 6.1.1 The Client shall
- 6.1.1.1 ensure the reasonable support of its employees and subcontractors in providing the Visitor Services, Client Services, Software Support Services, and any other matters that may require support under this Agreement.
 - 6.1.1.2 support the provision of the services as specified in the Agreement Schedule.
 - 6.1.1.3 take reasonable steps to ensure that it has appropriate hardware, software, or other protection (including virus protection) to enable the Revolution Viewing Software and ensure that information can be viewed and downloaded safely and securely.
 - 6.1.1.4 not (and shall ensure third parties cannot) disassemble, decompile, reverse-engineer, or create derivative works.
 - 6.1.1.5 ensure that any information it provides is accurate, honest and truthful and that where any information relates to a Visitor (or the Client accesses via the Revolution Viewing Software), it is authorised to provide (or use) such information.
 - 6.1.1.6 use all reasonable endeavours to prevent the unauthorised access to or use of the Revolution Viewing Software, and in the event of such use, notify Revolution Viewing within two Business Days;
 - 6.1.1.7 ensure that all Admin Users connect to the Revolution Viewing Software from a network approved by Revolution Viewing unless Revolution Viewing has consented in writing (such consent not to be unreasonably withheld);
 - 6.1.1.8 only use the Revolution Viewing Software for the Client Services and/or the Visitor Services.
- 6.1.2 The Client acknowledges that using the Revolution Viewing Software for purposes outside of those for which it was intended to be used may hinder the performance of the Revolution Viewing Software and/or increase the cost of use. If the usage of the Revolution Viewing Software by the Client is outside of the intended use and/or its usage exceeds the normal usage by reasonably comparable clients by more than 30%, Revolution Viewing may, at its option, elect to increase the charges due from the Client (which shall be paid within 30 days), limit any functionality or suspend the usage until and unless appropriate usage levels are reinstated. Normal usage is classed as 1,000,000 page views per month on the frontend and a storage limit in the back end of 50GB. A charge of £2 per GB overage above the

normal usage at the end of each month and £1 per 1,000 page visits above the 1,000,000 page views calculated at the end of the month.

7 Revolution Viewing obligations

7.1 General obligations

- 7.1.1 Revolution Viewing shall provide the Revolution Viewing Software, the Client Service and the Software Support Services as specified in the Agreement Schedule on the terms set out in this Agreement.
- 7.1.2 Revolution Viewing shall provide the Client Services in all material respects in compliance with the Agreement Schedule. **The Visitor Services are part of the Revolution Viewing Software but are developed by the Client, not Revolution Viewing. Visitors must enrol in the Revolution Viewing Software for the full benefit.**
- 7.1.3 Revolution Viewing may amend the Client Services and/or the Visitor Services at any time due to circumstances outside its control or which it believes will enhance the benefits of all users (e.g. security updates) and deliver product feature updates.
- 7.1.4 Revolution Viewing will endeavour to meet any specific performance dates. Still, time is not of the essence, provided that Revolution Viewing always provides Software Support Services as outlined in the Agreement Schedule.
- 7.1.5 In relation to the Services, Revolution Viewing shall take all reasonable steps not to introduce Malware or Vulnerability into the Client's network and information systems via the Services or otherwise.
- 7.1.6 Revolution Viewing shall follow its archiving procedures for Client Content as set out in its Backup Policy (found in the Definitions of this Agreement).

8 Intellectual property

8.1 Infringement of Revolution Viewing IP

- 8.1.1 The Client shall inform Revolution Viewing promptly if it becomes aware of any infringement or potential infringement of any Revolution Viewing IP, and the Parties shall consult with each other to decide the best way to respond to such infringement.
- 8.1.2 Save where any damages are payable as a result of the Client's activity and, in particular, its development of Visitor Services, Revolution Viewing will indemnify the Client against any damages payable to any third party in respect of any successful claim that the possession or use of the Revolution Viewing Software is an infringement of the third parties rights:
 - 8.1.2.1 give notice of any infringement.
 - 8.1.2.2 give the indemnifier the right to defend any claim.
 - 8.1.2.3 act in accordance with reasonable instructions of the indemnifier.

9 Warranties and liability

9.1 Warranties by Revolution Viewing

Revolution Viewing warrants, represents and undertakes that it owns or has a license to the Revolution Viewing IP as necessary for this Agreement.

9.2 Acknowledgements

The Client acknowledges that:

- 9.2.1 The Client acknowledges any use of Third Party rights by the Client is at its own risk, and the Client shall indemnify Revolution Viewing from any claim made by a Third Party where the Client has added the Third Party content.

- 9.2.2 Revolution Viewing has not performed any searches or investigations into any Third-Party rights that may affect any Revolution Viewing IP or Revolution Viewing Software. Any use of Third Party rights by the Client is at its own risk, and the Client shall indemnify Revolution Viewing from any claim made by a Third Party where the Client has added the Third Party content.

9.3 No other warranties

- 9.3.1 Each of the Client and Revolution Viewing acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement. Any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 9.3.2 Without limiting the scope of clause 9.3.1, Revolution Viewing does not give any warranty, representation or undertaking:
- 9.3.2.1 as to the efficacy or usefulness of the Revolution Viewing IP and Revolution Viewing Software;
- 9.3.2.2 that the Revolution Viewing Software as supplied to the Client (and any Visitor) will be error-free, bug-free or virus free. The Revolution Viewing Software is contingent upon reputable Third-Party suppliers with a globally recognised stature for robust security practices and protocols;

9.4 Liability

- 9.4.1 Notwithstanding any other provision in this Agreement, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 9.4.2 Revolution Viewing does not exclude or limit liability for:
- 9.4.2.1 fraud, death or personal injury;
- 9.4.2.2 any other liability which is not permitted to exclude or limit as a matter of law;
- 9.4.3 Subject to clauses 9.4.1 and 9.4.2, Revolution Viewing entire liability will be limited to be the higher of £10,000; or the fees paid or payable in the relevant 12 month period; or such sums as may be recoverable from Vepple's insurance cover if the insurance schedule covers it.

10 Duration and termination

- 10.1 This Agreement, and the licences granted hereunder, shall come into effect on the Commencement Date and, unless terminated earlier in accordance with this clause 10, shall continue until the end of the Term. On such date, this Agreement and the licences granted hereunder shall continue for further periods of 12 months unless and until either party give three months' written notice of termination.
- 10.2 Either Party can terminate this agreement in writing:
- 10.2.1 For any material breach not remedied within 30 days of a written request.
- 10.2.2 When the other Party fails to pay its debts as they fall due.
- 10.2.3 If a notice is filed to wind up the other party.
- 10.2.4 If an order is made to appoint an administrator or receiver to the other Party.
- 10.2.5 If the other Party suspends a substantial part or all of its business.
- 10.2.6 If the other Party fails to comply with the provisions of the Bribery Act 2010.

- 10.3 If it cannot continue to provide the Revolution Viewing Software, the Client Services or the Client Portal for any reason, Revolution Viewing may provide 90 days written notice of termination.
- 10.4 Any termination will be without prejudice to any other rights or remedies.
- 10.5 In the event of the expiry or termination of this Agreement for any reason other than 10.2.1 and 10.3, Revolution Viewing shall be entitled to payment in full of any outstanding Fees. If the contract has been paid in full, the Client shall be liable to pay for any additional costs incurred during the Term. In the event of the expiry or termination in relation to clause 10.3, Revolution Viewing shall provide the Client with a pro-rata refund from the date confirmed in the written notice of termination.
- 10.6 Any provision intended by its nature to survive termination or expiry of the agreement shall continue in full force and effect.

11 General

11.1 Force majeure

Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party, including without limitation labour disputes involving that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

11.2 Amendment

This Agreement may only be amended in writing and signed by duly authorised representatives of Revolution Viewing and the Client.

11.3 Assignment and third party rights

11.3.1 Subject to clause 11.3.2 below, neither Party shall assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

11.3.2 Either Party may assign all its rights and obligations under this Agreement to any company to which it transfers all of its assets or business, PROVIDED that the assignee undertakes to the other Party to be bound by and perform the assignor's obligations under this Agreement. However, a Party shall not have such a right to assign this Agreement if it is insolvent or any other circumstance described in clause 10.2 applies to it.

11.4 Waiver

No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed as or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

11.5 Invalid clause

If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but shall otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.

11.6 No agency

Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has the authority to make any commitments on the other's behalf.

11.7 Notices

- 11.7.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or email to the address of the relevant Party set out in the Agreement or to such other address or fax number as that Party may from time to time notify to the other party in accordance with this clause.
- 11.7.2 Notices sent as above shall be deemed to have been received three Business Days after the day of posting (in the case of inland first class mail) or on the next working day after transmission (in the case of email).

11.8 Announcements

Neither party shall make any press or other public announcement concerning any aspect of this Agreement or make any use of the name of the other Party in connection with or in consequence of this Agreement without the prior written consent of the other Party.

11.9 Entire Agreement

This Agreement, including its Schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings relating to it. The Parties acknowledge that they are not relying on any representation, agreement, term or condition not set out in this Agreement. However, nothing in this agreement purports to exclude liability for any fraudulent statement or act.

11.10 Third parties

This Agreement does not create any right enforceable by any person not a party to it.

11.11 Law and Jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.

11.12 General marketing and publicity

- 11.12.1 Revolution Viewing shall be entitled to distribute a link to the Client Portal version of the Revolution Viewing Software and written/visual notification of a working partnership between Revolution Viewing and the Client in its promotional and advertising materials, articles and publications, including but not limited to Revolution Viewing's website unless the parties to this Agreement have agreed otherwise in writing.
- 11.12.2 The Client hereby grants Revolution Viewing permission to use the content they provide within the Revolution Viewing Software indefinitely and globally. This permission is not exclusive, meaning the Client can still use or allow others to use the same content elsewhere.