REALYSE
DATA ONLY - TERMS AND CONDITIONS

The Supplier has agreed to sell and the Customer has agreed to purchase the REA Data as set out in the Order Form and subject to these Terms and Conditions:

IT IS HEREBY AGREED

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential or clearly labelled as such.

Customer: the purchaser of the REA Data as set out in the Order Form.

Customer Representative(s): the Customer's, or any of its Group Company's, officers, employees, professional advisers, consultants, contractors or sub-contractors.

Data Fees: the fees payable by the Customer to the Supplier for the REA Data, as set out in the Order Form, and as may be updated from time to time by agreement between the Customer and the Supplier.

Effective Date: the effective date of the Order Form (as stated therein).

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Group Company: in relation to a company, any member of its Group.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Order Form: the order form agreed between the Customer and Supplier incorporating these Terms and Conditions.

REA Data: the data provided by the Supplier to the Customer as particularised in the Order Form.

Supplier: Treex Ltd (09510363) trading as REalyse.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms and Conditions.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these Terms and Conditions.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the Effective Date under that statute or statutory provision.

1.9 A reference to writing or written includes e-mail.

1.10 References to clauses and schedules are to the clauses and schedules of these Terms and Conditions; references to paragraphs are to paragraphs of the relevant schedule to these Terms and Conditions.

2. USE OF THE REA DATA

2.1 Subject to the Customer paying the Data Fees in accordance with clause 5, and complying with the other terms and conditions of these Terms and Conditions, the Supplier hereby grants to the Customer a non-exclusive, non-assignable, non-transferable right, and without the right to grant sub-licences, to use the REA Data solely for the benefit of the Customer's Group.

2.2 The Customer shall not grant any person other than its Representatives or Group Companies access to the REA Data.

2.3 The Customer shall not (and shall procure that its Customer Representatives do not):

2.3.1 use all or any part of the REA Data in order to build a product or service which competes, or could compete, with any services offered by the Supplier from time to time; or

2.3.2 use the REA Data to provide services to third parties equivalent or akin to any services offered by the Supplier from time to time; or

2.3.3 subject to clause 15.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise make the REA Data available, to any third party other than its Customer Representatives or Group Companies, or

2.3.4 attempt to obtain, or assist third parties in obtaining, access to the REA Data.

2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the REA Data and, in the event of any such unauthorised access or use, it will promptly notify the Supplier.

2.5 The rights provided under this clause 2 are granted to the Customer only, and, save where expressly stated, shall not be considered granted to any of the Customer's Group Companies.

2.6 The parties agree that:

2.6.1 all Intellectual Property Rights in the REA Data are and will remain the property of the Supplier or its licensors, as the case may be; and

2.6.2 the Customer shall have no rights in or to the REA Data other than a non-exclusive, non-assignable, royalty free licence to use it in accordance with these Terms and Conditions.

2.7 The Supplier shall not be responsible if the REA Data is not accurate, complete or current. The Supplier shall not have any responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the REA Data.

2.8 The Supplier is not authorised by the Financial Conduct Authority in the United Kingdom. The provision of the REA Data by the Supplier is not intended to constitute any form of investment, tax, legal, or any form of financial advice; does not constitute any form of invitation, inducement or recommendation; and shall not be relied upon by the Customer in making (or refraining from making) any specific investment or other decision.

3. SUPPLIER'S OBLIGATIONS

3.1 The Supplier warrants that it used reasonable skill and care in compiling and providing the REA Data.

3.2 The Supplier will, at its expense, use all reasonable commercial endeavours to correct any non-conformance with the warranty in clause 3.1 promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 3.1. Notwithstanding the foregoing, the Supplier:

3.2.1 does not warrant that the REA Data will be error-free to the extent that it includes any third party data; and

3.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the delivery of the REA Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.3 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations hereunder.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer agrees and undertakes to:

4.1.1 co-operate with the Supplier in relation to the delivery of the REA Data including by providing all information as may be reasonably requested by the Supplier;

4.1.2 comply with all applicable laws and regulations with respect to its activities hereunder;

4.1.3 carry out all other Customer responsibilities set out in these Terms and Conditions in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary; and

4.1.4 ensure that its Customer Representatives and Group Companies use the REA Data in accordance with these Terms and Conditions.

5. CHARGES AND PAYMENT

5.1 The Customer shall pay the Data Fees to the Supplier for the REA Data in accordance with the Order Form and this clause 5.

5.2 The Supplier shall invoice the Customer for the REA Data on (or around) the Effective Date, payable within 30 days.

5.3 If the Supplier has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of the Supplier, interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of HSBC Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

5.4 All amounts and fees stated or referred to in these Terms and Conditions and the Order Form:

5.4.1 shall be payable in pounds sterling;

5.4.2 are, subject to clause 8.3.2, non-cancellable and non-refundable; and

5.4.3 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) and charged at the appropriate rate.

6. PROPRIETARY RIGHTS

The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the REA Data. Except as expressly stated herein, these Terms and Conditions do not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the REA Data.

7. CONFIDENTIALITY

7.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations hereunder. A party's Confidential Information shall not be deemed to include information that:

7.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

7.1.2 was in the other party's lawful possession before the disclosure;

7.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

7.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

7.2 Subject to clause 7.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

7.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its representatives in violation of these Terms and Conditions.

7.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 7.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

7.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

7.6 The parties acknowledge that damages may be an insufficient remedy for breach of the undertakings set out in clause 7 of this agreement and that in addition, without prejudice to all other remedies available to the disclosing party, the disclosing party shall be entitled to specific performance, injunction or other equitable relief as a remedy for such breach.

7.7 The Supplier may announce on its website that it has entered into an agreement to provide data to the Customer and include a graphical representation of the Customer's logo along with such announcement.

7.8 The above provisions of this clause 7 shall survive termination of this agreement, however arising.

8. LIMITATION OF LIABILITY

8.1 Except as expressly and specifically provided herein:

8.1.1 the Customer assumes sole responsibility for its use of the REA Data, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the REA Data, or any actions taken by the Supplier at the Customer's direction; and

8.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms and Conditions.

8.2 Nothing in these Terms and Conditions excludes the liability of the Supplier:

8.2.1 for death or personal injury caused by the Supplier's negligence; or

8.2.2 for fraud or fraudulent misrepresentation.

8.3 Subject to clause 8.1 and clause 8.2:

8.3.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising hereunder; and

8.3.2 the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated

performance of this agreement shall be limited to the amount of the Data Fees.

9. FORCE MAJEURE

The Supplier shall have no liability to the Customer hereunder if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

10. WAIVER

No failure or delay by a party to exercise any right or remedy provided hereunder or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

12. SEVERANCE

12.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

12.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

13. ENTIRE AGREEMENT

13.1 These Terms and Conditions and the Order Form, and the documentation specifically referred to herein constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or the Order Form.

13.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions or the Order Form.

13.4 Nothing in this clause shall limit or exclude any liability for fraud.

14. VARIATIONS

14.1 The Supplier reserves the right, with the Customer's consent not to be unreasonably withheld or delayed (and delay shall in this instance mean 10 Business Day, after which the Customer shall be deemed to consent) to vary these Terms and Conditions by posting revised terms on its website and giving the Customer notice of the same.

15. ASSIGNMENT

15.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

15.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement. The Supplier shall remain responsible for the acts and/or omissions of its assignees or sub-contractors.

16. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. NOTICES

18.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as follows:

18.1.1 the Customer's contact email address as set out in the Order Form;

18.1.2 the Supplier's email address shall be support@realyse.com,

each as may be updated from time to time by notice in writing to the other party.

18.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown on the sender's server).

19. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).