

The Parties acknowledge that these Terms and Conditions shall apply to any use of the Mock Server. To use the Mock Server, you must be authorised to enter into and agree to be bound by these Terms and Conditions. By registering for access to and using the Mock Server, you agree to and accept these Terms and Conditions.

### 1 DEFINITIONS AND INTERPRETATION

1.1. In these General Terms the following definitions shall apply:

“**Agreement**” means these General Terms, and any applicable Schedule, which in the case of conflict rank in the order of precedence set out above.

“**Authorised User**” means an individual that is entitled to use and/or receive the benefit of the Mock Server in accordance with the Licence.

“**Business Day**” means Monday to Friday (excluding public and bank holidays in England).

“**Customer**” means the organisation, firm, company or public authority that signs up to receive the Mock Server provided by GBG, excluding any Group Company or affiliates.

“**Confidential Information**” means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) information regarding the business, affairs, customers, Customers, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including the Results; (iii) the existence and terms of the Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

“**Contract Start Date**” means the date upon which the user account has been created by GBG for the Customer.

“**Documentation**” means any operating manuals, user instructions and technical literature related to the operation or use of the Mock Server or Live Service provided to the Customer by GBG.

“**Event of Force Majeure**” means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (other than a Party's own); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of

hackers that could not have been prevented by a Party acting reasonably); epidemic; pandemic; compliance with any change of law or governmental order, rule, regulation or direction; and/or default, caused by an Event of Force Majeure or the insolvency of such suppliers or sub-contractors.

“**GBG**” means GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211.

“**Group Company**” means in relation to a Party, that Party, or another company if that other company:

- (a) holds a majority of the voting rights in it;
- (b) is a member of it and has the right to appoint or remove a majority of its board of directors;
- (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it; or
- (d) if it is a subsidiary of a company that is itself a subsidiary of that other company.

“**Intellectual Property Rights**” means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

“**Licence**” means the licence to use the Mock Server set out in clause 3 of these General Terms.

“**Live Service**” means the GBG Investigate API service which may be provided by GBG as a full Web Service, with the option for the Customer to take this Live Service on an evaluation basis as set out within the terms of use for the Live Service.

“**Results**” means all information provided to a Customer by GBG including the results of any enquiry or search, reports, certificates or management information relating to the Customer's use of the Mock Server.

“**Party**” means a party to the Agreement and “**Parties**” shall be construed accordingly.

“**Product Page**” means the dedicated webpage that includes relevant information about the Mock Server available at <https://www.gbqplc.com/en/legal-and-regulatory/products/investigate-api/>.

“**Mock Server**” means the GBG Investigate API Mock Server, including mock data, which is provided by GBG in its test environment via a Web Service.

“**System Administrator**” means the individual nominated by the Customer and notified to GBG, who will be familiar with the use of the Mock Server and be the first point of contact for all Users of the Mock Server.

“**Unauthorised User**” means an individual that uses, accesses or otherwise benefits from the Mock Server that is not entitled to use and/or receive the benefit of the Mock Server in accordance with the Licence.

“**User**” in the context of these General Terms means

Authorised Users and Unauthorised Users of the Mock Server.

“**Web Service**” means services provided to the Customer via software hosted by GBG, accessed via an API (application programming interface) integration or web portal.

- 1.2. The headings in these General Terms do not affect its interpretation.
- 1.3. References to clauses, sections and appendices are to clauses, sections and appendices of the Agreement.
- 1.4. Words in the singular include the plural and vice versa.
- 1.5. A reference to “writing” or “written” does not include electronic mail or facsimiles.

## **2 TERM OF THE AGREEMENT**

- 2.1. This Agreement will start on the Contract Start Date and will continue until such time as the Agreement is terminated or the Customer elects to purchase the Live Service and a new agreement is entered into by the Parties, whichever is the earlier.
- 2.2. In the event that the Customer elects to purchase the Live Service, the Customer shall be subject to the terms of use of the Live Service provided upon signing up to the service.

## **3 PROVISION OF THE SERVICE**

- 3.1. Subject to the terms of the Agreement, GBG grants to the Customer a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Mock Server in accordance with the terms of the Licence.
- 3.2. The Customer acknowledges and accepts that the Mock Server provided in accordance with this Agreement is a pre-release code and is not at the level of performance or compatibility of a final, generally available GBG software and or product offered. Consequently, the Mock Server:
  - (a) is provided “as is” without warranty of any kind including any warranties specified in a Live Service agreement;
  - (b) may not operate correctly or materially conform with the descriptions provided within the Documentation;
  - (c) is provided as an isolated engine, therefore whilst the Mock Server may be sold alongside other GBG software and services, GBG does not warrant that the Mock Server will be fit for purpose or work seamlessly together with the other GBG services as part of a bigger on-boarding solution;
  - (d) may not be uninterrupted or error-free and GBG does not warrant that the Mock Server and/or the information obtained by the Customer when using the Mock Server will meet the Customer’s requirements; and
  - (e) may be substantially modified prior to being offered commercially for sale.

- 3.3. The entire risk arising out of the use or performance of Mock Server remains with the Customer and in no event shall GBG be liable for any damage whatsoever arising out of the use of or inability to use the Mock Server.
- 3.4. Whilst GBG may elect to provide certain support services to the Customer, GBG provides no assurances that any specific errors will be corrected.
- 3.5. Where relevant to the Mock Server being provided, the Customer acknowledges and accepts that occasionally GBG, in providing the Mock Server, may be required to:
  - (a) change the technical specification of the Mock Server for operational reasons;
  - (b) give the Customer instructions which it reasonably believes are necessary to enhance or maintain the quality of the Mock Server provided by GBG and GBG shall not be responsible for any errors in the Mock Server resulting from the Customer’s non-compliance with such instructions; and
  - (c) suspend the Mock Server for operational reasons such as repair, maintenance or improvement or because of an emergency.
- 3.6. The Customer shall be responsible for:
  - (a) ensuring that it has a minimum of one System Administrator;
  - (b) informing GBG of any changes to the Customer’s System Administrator’s contact details without undue delay;
  - (c) providing the telecommunications and network services and correctly configured equipment needed to connect to the Mock Server; and
  - (d) the configuration and management of access to the Mock Server including configuration of the Customer’s network, firewall, DNS, routers and personal computers.

## **4 USE OF THE SERVICE**

- 4.1. The Customer shall comply with these General Terms.
- 4.2. GBG warrants that it will carry out its obligations under the Agreement with reasonable care and skill.
- 4.3. The Customer must not use the Mock Server in connection with the development of any product or service, which seeks to compete with or misappropriates any GBG product or service from time to time.
- 4.4. Where the Customer elects to use the Mock Server with other software and services (whether provided by GBG or not) the Customer does so at its own risk and must ensure that as far as it is able to do so that any software, equipment and materials which are used in connection with the Mock Server including third party components that integrate with it:
  - (a) are connected and used in accordance with any instructions and security procedures specified by GBG or other relevant third party licensor (although GBG provides no warranties in relation to any such instructions); and
  - (b) are technically compatible with the Mock Server

and meet the minimum technical specifications detailed in any Documentation.

- 4.5. The Customer is responsible for ensuring that the codes used to access the Mock Server are appropriate and correct and GBG shall not be responsible for any failures of the Mock Server that result directly or indirectly from the incorrect integration with the Mock Server.
- 4.6. The Mock Server is protected by Intellectual Property Rights. The Customer must not copy, reproduce, incorporate, issue to the public, store, adapt, modify, transmit, decompile, reverse engineer or distribute the Mock Server.
- 4.7. The Customer warrants that it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer and its use of the Mock Server.
- 4.8. For the avoidance of doubt, the Mock Server shall not, at any time, contain any data other than mock data provided by GBG solely for the purposes of enabling the Customer to test the Mock Server and related materials, information, and resources made available by GBG. The Customer warrants that it shall not, at any time, upload or input any Personal Data to the Mock Server.
- 4.9. The Customer is responsible for the acts and omissions of all Users of the Mock Server and is liable for any failure a User to perform or observe the terms and conditions of the Agreement.
- 4.10. The Customer shall only access the Mock Server as permitted by GBG and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 4.11. GBG reserves the right to audit the Customer's use of the Mock Server to check compliance with the terms of the Licence in accordance. In the event that such audit reveals that the Customer has exceeded the scope of the Licence, GBG shall be entitled to recover the full cost of the audit.

## 5 PROVISION OF FEEDBACK

- 5.1. The Customer shall provide GBG with its feedback regarding the Mock Server, including but not limited to details of all problems faced when using the software, bug reports and test results, comments regarding the quality and usability of this software and any ideas or suggestions for any enhancements or improvements which come to Customer's attention during the term of this Agreement regardless of whether or not formally requested by GBG (collectively, "**Feedback**").
- 5.2. The Customer acknowledges and accepts that GBG may use the Feedback provided to it in accordance with the terms of this Agreement to make

improvements to the Mock Server, Live Service and/or any other product or service.

## 6 SECURITY

- 6.1. The Customer is responsible for the security and proper use of all user identities ("**User IDs**") and passwords used in connection with the Mock Server (including maintaining and enforcing a robust password policy).
- 6.2. The Customer shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties.
- 6.3. The Customer must immediately inform GBG if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 6.4. GBG reserves the right to suspend User ID and password access to the Mock Server if at any time GBG reasonably considers that there is or is likely to be a breach of security or misuse of the Mock Server and/or to require the Customer to change any or all of the passwords used by the Customer in connection with the Mock Server.
- 6.5. It is acknowledged and agreed that:
  - (a) only one User ID will be provided to the Customer (specifically the System Administrator) to access the Mock Server. On receipt of the User ID, the System Administrator shall create a secure password ("**API Login**");
  - (b) the API Login will be stored by the Customer and the Customer warrants that appropriate measures shall be implemented to ensure that the API Login remains confidential, secure and is used properly, it being acknowledged that individual Authorised Users will not be provided with individual User ID's.

## 7 CHARGES AND PAYMENT

- 7.1. The Parties have agreed that no charges or fees are payable by either Party under this Agreement and that any obligations under this Agreement shall be carried out in consideration of the mutual promises set out in this Agreement.

## 8 INTELLECTUAL PROPERTY RIGHTS

- 8.1. The Customer grants to GBG a worldwide, perpetual, irrevocable, royalty free licence to use, copy, modify, distribute, amend, sub-licence, display, import, broadcast, transmit, offer to sell, and sell, rent, lease or lend copies of the Feedback and to create derivative works thereof for the purposes of making improvements to the Mock Server and/or any other product or service
- 8.2. The Customer warrants to GBG that the Feedback is not subject to any licence terms that would require GBG to comply with any additional obligations with respect to the Feedback
- 8.3. The Customer acknowledges that all Intellectual Property Rights in the Mock Server and any updated version of the Mock Server (including any

modifications, improvements, enhancements or developments made a result of the Feedback provided by the Customer) belong and shall continue to belong to GBG. Other than the Licence to use the Mock Server in accordance with this Agreement and Customer shall have no rights in or to the Mock Server.

- 8.4. The Customer acknowledges that all Intellectual Property Rights in the Results belong and shall continue to belong to GBG and/or GBG's third party suppliers and the Customer shall have no rights in or to the Results other than the Licence to receive the Mock Server in accordance with the Agreement.
- 8.5. GBG shall retain the property and copyright in the Documentation supplied to Customer in connection with the Agreement and it shall be a condition of such supply that the contents of the Documentation shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of GBG.
- 8.6. If any third party makes or threatens to make a claim against GBG, the Customer or one of GBG's third party suppliers that the use of the Mock Server and/or Results or part thereof infringes any third party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following:
  - (a) suspend or withhold any part of the Mock Server that is subject to the infringement claim made by the third party;
  - (b) modify the Mock Server, or item provided as part of the Mock Server, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Mock Server; or
  - (c) terminate the Agreement upon written notice to the Customer.
- 8.7. The Customer warrants that:
  - (a) it will not use or exploit the Intellectual Property Rights in the Mock Server or permit others to use or exploit the Intellectual Property Rights in the Mock Server outside of the terms of the Licence granted to the Customer in clause 3 or in breach of any of the terms of clause 3;
  - (b) all computers and/or IT systems which GBG are required to use in the provision of the Mock Server are legally licensed to the Customer or are the Customer's property and that such activities by GBG will not infringe the rights of any third party;
  - (c) the use of the Mock Server in conjunction with any software, equipment, materials and/or services (which are not supplied by GBG) will not infringe the rights of any third party; and
  - (d) GBG's compliance with any designs or specifications provided by the Customer, or on the

Customer's behalf will not infringe the rights of any third party.

## 9 CONFIDENTIALITY

- 9.1. Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by clauses 9.3, 9.4 and 9.5 or to the extent necessary for the proper performance of the Agreement.
- 9.2. Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- 9.3. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 9.4. Each Party may disclose the other Party's Confidential Information:
  - (a) to its or its Group Companies' employees, officers, representatives, advisers and third party suppliers who need to know such information to perform its obligations under the Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's Confidential Information comply with this clause 9; and
  - (b) as may be required by law, court order or any governmental or regulatory authority.
- 9.5. For the purposes of clause 9, Confidential Information shall not include information which:
  - (a) is or becomes generally available to the public (other than through a breach of the Agreement);
  - (b) is lawfully in the possession of the other Party before the disclosure under the Agreement took place;
  - (c) is obtained from a third party who is free to disclose it; or
  - (d) the Parties agree in writing is not confidential or may be disclosed.

## 10 LIABILITY

- 10.1. Neither Party excludes or limits its liability for death or personal injury resulting from its negligence; fraud or fraudulent misrepresentation; wilful or deliberate misconduct; gross negligence; or any other type of liability that cannot by law be excluded or limited.
- 10.2. Save as set out in clause 10.1 each Party's liability to the other Party under or in connection with an Order, in respect of clauses 6 (Security), 8 (Intellectual Property Rights), 9 (Confidentiality) shall be subject to a cap of £2,000,000 GBP (or equivalent in local currency) per breach.
- 10.3. The Customer does not exclude or limit its liability in respect of exceeding their Licence as identified within these General Terms.
- 10.4. Subject to clauses 10.1, 10.2, and 10.3, each Party's

aggregate liability to the other Party under this Agreement, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to £20,000 GBP.

- 10.5. Subject to clause 10.1, neither Party shall be liable for loss of profits, loss of business or anticipated savings, destruction or deletion of data, loss of use of data, loss of or damage to reputation, loss of or damage to goodwill, any special, indirect or consequential loss or damage.
- 10.6. Except as expressly set out in the Agreement, all warranties, conditions and other terms relating to the Mock Server and the Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from the Agreement.
- 10.7. If the Customer uses the Mock Server in contravention of clauses 3.1, 4.6, 4.7, 4.9, 4.10, 6, 8.7, or 9.1-9.3, then GBG shall be entitled to treat the contravention as a material breach of the Agreement which cannot be remedied and shall be entitled to terminate the Agreement with immediate effect.

## 11 SUSPENSION AND TERMINATION

- 11.1. GBG may suspend all or part of the Mock Server immediately and without notice in the event that the Customer has or GBG acting reasonably suspects that the Customer has, committed a material breach of any term of the Agreement.
- 11.2. When the Agreement terminates all rights granted to Customer under the Agreement in connection with the Mock Server shall cease and the Customer shall cease using the Mock Server or in the case where access to a specific part of the Mock Server has been terminated cease to use the specified part of the Mock Server; and
- 11.3. When the Agreement terminates the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.
- 11.4. The termination of the Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of the Agreement that is expressly or by implication intended to continue in force after termination.

## 12 DISPUTE RESOLUTION

- 12.1. If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it (a “Dispute”) then the Parties shall follow the procedure set out in this clause 12, specifically:
  - (a) either Party shall give to the other written notice of the Dispute, setting out its nature

and full particulars (a “Dispute Notice”), together with relevant supporting documents. On receipt of the Dispute Notice, authorised representatives of GBG and the Customer shall attempt in good faith to resolve the Dispute;

- (b) if the authorised representatives of GBG and the Customer are for any reason unable to resolve the Dispute within 10 Business Days of receipt of the Dispute Notice, the Dispute shall be escalated appropriately in the circumstances within GBG and the Customer in an attempt in good faith to resolve the matter; and
  - (c) if, following escalation of the Dispute as described in 12.1(b), GBG and the Customer are for any reason unable to resolve the Dispute within 30 Business Days of it being escalated, then the Parties will attempt to settle it by way of mediation. Should the Parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled to refer the Dispute to the courts of England and Wales.
- 12.2. Notwithstanding clause 12.1 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

## 13 MISCELLANEOUS

- 13.1. Agreed changes to the Agreement will be recorded in writing and will form part of the Agreement when signed by authorised signatories of both Parties.
- 13.2. Subject to clause 13.3, neither Party may assign or transfer (in whole or in part) any of its rights or obligations under the Agreement, without the other Party’s prior written consent (such consent not to be unreasonably withheld or delayed).
- 13.3. Notwithstanding 13.2, GBG may assign such rights and obligations to a GBG Group Company without consent.
- 13.4. A person who is not party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Agreement.
- 13.5. The Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 13.6. The Parties agree that:
  - (a) neither Party has been induced to enter into the Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
  - (b) in connection with the Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 13.7. If any provision of the Agreement (or part of any

provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

- 13.8. No failure or delay by a Party to exercise any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.
- 13.9. Unless otherwise stated herein, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

#### **14. GOVERNING LAW AND JURISDICTION**

- 14.1. By entering into the Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of the Agreement and that they agree to be bound by these.
- 14.2. The 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 and construed in accordance with the laws of England and Wales and subject to clause 14 both Parties submit to the exclusive jurisdiction of the Courts of England and Wales, save that GBG may elect to bring enforcement proceedings against the Customer in the courts of any jurisdiction where the Customer or any of the Customer's property or assets may be found or located.