

ISC Online End User Licence Agreement

1. PROVISION OF SERVICES

1.1 Subject to the payment of the Fee, ISC shall, during the Licence Term, provide the Services and make available the ISC Database to you online via the Website using login details provided to you on the Effective Date on and subject to the terms of this Agreement.

1.2 ISC shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and ISC shall notify you in any such event.

1.3 At ISC's discretion, ISC may:

- (a) review, edit, refuse, remove materials or information posted to the Services;
- (b) take any action to prevent inappropriate bulk e-mail from entering or leaving any ISC e-mail account and the network e-mail system;
- (c) delete attachments due to potentially harmful materials included within such attachment;
- (d) automatically sign out any users who are inactive for an extended period of time;
- (e) withdraw, suspend, change, or discontinue any functionality or feature of the ISC Database, having given prior notice to you; and,
- (f) limit access to the service to prevent abusive consumption and ensure fair access for all Licensees.

1.4 ISC is not responsible or liable for the loss, deletion or failure to store or accept messages or other information.

2. USER LICENCE

2.1 Subject to the payment of the Fee ISC grants to you a non-exclusive, non-transferable, revocable right to permit the Users to use ISC Online during the Licence Term solely for the Permitted Use.

2.2 You shall observe the restrictions contained in clause 8 and perform the obligations contained in clause 7.

2.3 You may purchase additional User Licences in accordance with the terms of clause 3.

2.4 The rights provided under the Agreement are granted to you only, and shall not be considered granted to any other company in your Group.

3. ADDITIONAL USER LICENCES

3.1 You may, from time to time during any Licence Term, purchase additional User Licences in excess of the number set out in this Agreement and ISC may grant access to the Services to such additional users in accordance with the provisions of this Agreement.

3.2 If such additional User Licences are purchased by you part way through the Initial Licence Term or any Renewal Period (as applicable), such Fee may be pro-rated for the remainder of the Initial Licence Term or then current Renewal Period (as applicable and agreed).

4. LICENSEE DATA

4.1 ISC shall obtain your consent in writing prior to:

- (a) passing your name and email address on to other Companies within its Group; and
- (b) submitting details of your name, address and payment record to a credit reference agency.

4.2 No company within the ISC Group will pass your details to a third party without your consent.

5. THIRD PARTY PROVIDERS

You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at its own risk. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not ISC. ISC recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. ISC does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. ISC'S OBLIGATIONS

6.1 ISC warrants that:

- (a) the Services will be provided using reasonable care and skill (including that ISC will make reasonable efforts to ensure that the Data is accurate, complete, reliable, secure and timely and that the Services are uninterrupted); and
- (b) it has the right to license the receipt and use of ISC Online and Materials as specified in this Agreement.

6.2 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

6.3 The warranty at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to ISC's instructions that were provided to the Client, or modification or alteration of the Services by the Client's User or as a result of your Default.

6.4 If the Services do not conform to the warranty at clause 6.1, ISC will use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranty set out in clause 6.1.

6.5 Notwithstanding the foregoing, ISC:

- (a) does not warrant that:
 - (i) the supply of or your use of the Services will be uninterrupted or error-free; nor that the Services, ISC Online and/or the information obtained by you through the Services will meet your requirements;
 - (ii) the Services will run on your System;
 - (iii) the Data provided via ISC Online is accurate, complete, reliable, secure, useful, fit for purpose or timely; or

(iv) ISC Online has been tested for use by you or any third party or that ISC Online will be suitable for or be capable of being used by you or any third party;

(b) shall be entitled to remove, alter or add details to the ISC Database at its sole discretion; and

(c) (unless reasonably within ISC's control) 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 you acknowledge that the Services and ISC Online may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.6 This Agreement shall not prevent ISC from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

7. YOUR OBLIGATIONS

7.1 You shall:

(a) provide ISC with all necessary and reasonable co-operation and all necessary access to such information as may be reasonably required by ISC in order to render the Services provided under this Agreement;

(b) only make one copy of the ISC Database and the Materials to the extent necessary for the purposes of back-up and disaster recovery;

(c) not use the Services for any purpose contrary to any law or regulation or any regulatory code, guidance or request;

(d) carry out all of your responsibilities set out in this Agreement in a timely manner;

(e) ensure that the Users use the Services and ISC Online in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;

(f) comply with the terms and conditions of third party websites linked to the Services;

(g) ensure that your network and System comply with the relevant specifications provided by ISC from time to time; and

(h) be solely responsible for procuring and maintaining your network connections and telecommunications links from your System to ISC's Data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

7.2 In relation to the Users, you undertake that:

(a) the maximum number of concurrent Users that you authorise to access and use the Services and ISC Online shall not exceed the number of User Licences you have purchased from ISC from time to time;

(b) if you require more concurrent Users than User Licences, you may as soon as practicable purchase Additional User Licences under clause 3.

(c) Users shall keep their ISC Online passwords secure and confidential.

(d) you shall maintain a written, up to date list of current Users and provide such list to ISC within 5 Business Days of ISC's written request at any time or times.

8. YOUR RESTRICTIONS

8.1 You shall not knowingly access, upload, store, distribute or transmit any Viruses, software or any material during the course of your use of the Services that:

(a) is protected by intellectual property laws, including copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same;

(b) would prohibit any automatic sign-out system of the Services or part thereof from performing as intended;

(c) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(d) facilitates illegal activity;

(e) depicts sexually explicit images;

(f) promotes unlawful violence;

(g) is discriminatory or incites discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or

(h) causes damage or injury to any person or property;

and ISC reserves the right, without liability to you, to disable access to any material that breaches the provisions of this clause 8.1.

8.2 You shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties:

(i) and except to the extent expressly permitted under this Agreement, attempt to copy, reproduce, modify, duplicate, create derivative works from, frame, mirror, publish or republish, download, display, transmit, or distribute all or any portion of ISC Online and/or ISC Database (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) gain or attempt to gain unauthorised access to the Services, ISC Online or ISC Database, materials not provided by the Services, other accounts, computer systems or networks connected the Services, through hacking, password mining or any other means; or

(c) use the Services, ISC Online and/or ISC Database other than for the Permitted Use; or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, ISC Online and/or ISC Database available to any third party except the Users; or

(e) use the Services in any manner that could damage, disable, overburden, impair the Services (or the networks connected to the Services), interfere with any other party's use and enjoyment of the Services; or

(f) do anything which may knowingly damage the reputation of ISC, ISC Data or ISC Services; or

(g) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other uploaded material; or

(h) create a false identity for the purpose of misleading others.

8.3 You shall use your best endeavours to prevent any unauthorised access to, or use of, the Services, ISC Online and/or ISC

Database and, in the event of any such unauthorised access or use, promptly notify ISC.

8.4 If ISC's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Default**):

(a) ISC shall without limiting its other rights or remedies have the right to suspend performance of the Services and ISC Online until you remedy your Default, and to rely on your Default to relieve it from the performance of any of its obligations to the extent your Default prevents or delays ISC's performance of any of its obligations;

(b) ISC shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from ISC's failure or delay to perform any of its obligations under this Agreement; and

(c) you shall reimburse ISC on written demand for any proven costs or losses sustained or incurred by ISC arising directly or indirectly from your Default.

9. UNAUTHORISED USE

If any unauthorised use is made of the ISC Database or Materials and such use is attributable to any act or default by you or on your behalf (including breach of any restrictions contained in clause 8) then, without prejudice to ISC's other rights and remedies, you shall immediately be liable to pay ISC an amount equal to the Charges that ISC would have charged, had ISC or you (as the case may be) authorised the unauthorised user at the beginning of the period of that unauthorised use together with interest at the rate provided for in clause 11.7(b) from the date of that unauthorised use to the date of payment.

10. TERM AND TERMINATION

(a) This Agreement shall, unless otherwise terminated in accordance with this Agreement, commence on the Effective Date and shall continue for the Licence Term. For licence renewal a new annual schedule will be issued approximately 4 weeks from the date of renewal. Any annual price increases will be subject to Clause 11.11. The licence will be automatically renewed unless you inform us, prior to the renewal date, that you do not wish to renew. (The Initial Term together with any subsequent Renewal Periods shall constitute the **Licence Term**.)

10.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

(a) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

(b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

(c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holders (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager

of the other party, or if any other person takes possession of or sells the other party's assets; or

(e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way or becomes bankrupt; or

(f) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

(g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

10.2 Without limiting its other rights or remedies, ISC may terminate this Agreement with immediate effect by giving written notice to you if you fail to pay any amount due under this Agreement on the due date for payment you become subject to a change of control within the meaning of section 840 of the Income and Corporation Taxes Act 1988.

10.3 Without limiting its other rights or remedies, ISC shall have the right to suspend provision of the Services under this Agreement or any other contract between you and ISC if you become subject to any of the events listed in clause 10.1(b) to clause 10.1(f), or ISC reasonably believes that you are about to become subject to any of them, or if you fail to pay any amount due under this Agreement on the due date for payment.

10.4 On termination of this Agreement for any reason:

(a) all licences including, but not limited to, the User Licences granted under this Agreement shall immediately terminate;

(b) you shall make no further use the ISC Database or the Services;

(c) you shall immediately pay to ISC all of ISC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, ISC shall submit an invoice, which shall be payable by you immediately on receipt;

(d) ISC shall refund to you Fee, if any, that you have paid for any period of time for which Services would not be delivered due to termination provided that such termination is caused by ISC's breach;

(e) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Licence Agreement which existed at or before the date of termination or expiry; and

(f) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. CHARGES AND PAYMENT

11.1 You shall pay the Fee to ISC for the User Licences in accordance with this clause 11.

11.2 If Fee for the Initial Term is not paid within the terms on the ISC Invoice ISC reserves the right to suspend access to ISC Online until Fee is paid, without modifying the Effective Date.

11.3 You shall, by the Effective Date, provide to ISC complete valid and up-to-date contact, payment and billing details and you shall, as soon as practicable, notify ISC of any change to such details.

11.4 The Fee for the Renewal Period will become payable upon the presentation of an invoice to you.

11.5 You shall pay each invoice within 30 days after the date of such invoice in full and in cleared funds to a bank account nominated in writing by ISC.

11.6 Where it is agreed between the parties that you make payment of the invoice by an online electronic payment through a third party

ISC shall be notified as soon as practicable if you become aware of a potential breach of security, such as the unauthorised disclosure or use of your user name or password.

11.7 Without limiting any other right or remedy of ISC, if you fail to make any payment due to ISC under the Agreement by the due date for payment (**Due Date**), ISC may:

(a) without liability to you, disable your password, account and access to all or part of the Services and ISC shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) charge interest at an annual rate of 3% above the base rate of HSBC Bank PLC, calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the date on which that sum is due and payable until receipt by the Supplier of the full amount, whether before or after judgment.

11.8 Time shall be of the essence regarding the Customer's obligations to make payments in accordance with this clause 11 and such obligations are material obligations for the purpose of clause 10.

11.9 You shall not be entitled to assert any credit, set-off or counterclaim against ISC in order to justify withholding payment of any such amount in whole or in part. ISC may, without limiting its other rights or remedies, set off any amount owing to it by you against any amount payable by ISC to you.

11.10 All amounts and Fee stated or referred to in this Agreement are exclusive of value added tax, which shall be added to ISC's invoice(s) at the appropriate rate.

11.11 ISC shall be entitled to increase the Fee at the start of each Renewal Period to reflect the percentage increase in the number of schools contained on the ISC Database, provided that such charges cannot be increased more than once in any 12 month period and provided further that that such increase shall not be greater than 10% for any Renewal Period. ISC shall give you written notice of any such increase one month before the proposed date of that increase.

12. DISPUTE RESOLUTION

12.1 If any dispute arises in connection with the Agreement, ISC and you shall, within 10 Business Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

12.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 10 Business Days after the date of the ADR notice.

12.3 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

13. CONFIDENTIALITY

13.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The

Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 13 shall survive termination of the Agreement.

14. ASSIGNMENT

14.1 Neither party may, without the prior written consent of the other party, assign, transfer nor subcontract any or all of its rights or obligations under this Agreement to a third party.

15. INTELLECTUAL PROPERTY RIGHTS OWNERSHIP

15.1 You acknowledge that:

(a) all Intellectual Property Rights in the ISC Database and the Materials are the property of ISC or its licensors, as the case may be;

(b) you shall have no rights in or to the ISC Database or the Materials other than the right to use them in accordance with the express terms of this Agreement; and

(c) ISC or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, coordination, development, presentation and supply of the ISC Database via ISC Online.

15.2 You shall, and shall procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

15.3 You shall co-operate with ISC to protect the goodwill and reputation of the Services.

15.4 You acknowledge that reference in any element of ISC Online to trade names or proprietary products where no specific acknowledgement of such names or products is made does not imply that such names or products may be regarded by you as free for general use, outside the scope of the use of ISC Online authorised by this Agreement.

15.5 ISC confirms that it has all the rights in relation to the Services and ISC Database that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

15.6 You acknowledge and agree that in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights is conditional on ISC obtaining a written licence from the relevant licensor on such terms as will entitle ISC to license such rights to you.

16. INTELLECTUAL PROPERTY RIGHTS OBLIGATION

16.1 ISC undertakes to defend you from and against any claim or action that the provision, receipt or use of the ISC Database or Materials (wholly or in part) infringes any UK Intellectual Property Right of a third party (**IPR Claim**) and shall be responsible for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against you as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against you, you shall:

(a) give written notice of the IPR Claim to ISC as soon as reasonably practicable;

(b) not make any admission of liability in relation to the IPR Claim without the prior written consent of ISC;

(c) at ISC's request and expense, allow ISC to conduct the defence of the IPR Claim including settlement; and

(d) at ISC's expense, co-operate and assist to a reasonable extent with ISC's defence of the IPR Claim.

16.2 Clause 16.1 shall not apply where the IPR Claim in question is attributable to:

(a) possession, use, development, modification or retention of ISC Data or Materials (wholly or in part) by you other than in accordance with this Agreement

(b) any of your Defaults;

(c) your System or any failure in the connectivity to it;

(d) use of ISC Data or the Materials (wholly or in part) in combination with any hardware or software not supplied or specified by ISC to the extent that the infringement would have been avoided by the use of ISC Data or the Materials (wholly or in part) not so combined; or

(e) use of ISC Data (wholly or in part) in combination with any Data not supplied or specified by ISC to the extent that the infringement would have been avoided by the use of the ISC Data (wholly or in part) not so combined.

16.3 If any IPR Claim is made, or in ISC's reasonable opinion is likely to be made, against you, ISC may at its sole option and expense:

(a) procure for you the right to continue ISC Online (wholly or in part) in accordance with this Agreement;

(b) modify the ISC Database or ISC Online or the Materials (wholly or in part) so that they cease to be infringing;

(c) replace the ISC Database, ISC Online or the Materials (wholly or in part) with non-infringing items; or

(d) terminate this Agreement immediately by notice in writing to you and refund any Charges for the relevant Accounting Period paid by you as at the date of termination (less a reasonable sum in respect of your use of ISC Database, ISC Online or Materials to the date of termination) on return of ISC Data or the Materials and all copies of each of them.

16.4 This clause 16 constitutes your sole and exclusive remedy and ISC's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 17.

17. LIMITATION OF LIABILITY

17.1 Nothing in this Agreement shall limit or exclude ISC's liability for:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by negligence;

(c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any matter in respect of which it would be unlawful for the parties to exclude liability.

17.2 Subject to clause 17.1 neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

(a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

(b) any loss or corruption (whether direct or indirect) of Data or information;

(c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

(d) any loss or liability (whether direct or indirect) under or in relation to any other contract.

17.3 Subject to clauses 17.1 and 17.2, ISC's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to 100% of the total Fee paid by you to ISC during the 12-month period immediately before the date on which the cause of action first arose or, if the cause of actions arose during the Initial Period, in respect of the Initial Period.

17.4 Any dates quoted for delivery of the Services are approximate only, and the time of delivery is not of the essence. ISC shall not be liable for any delay in delivery of the Services that is caused by an event within the scope of clause 18 or as a result of a Licensee Default or your failure to comply with clause 7 or clause 8.

17.5 This clause 17 shall survive termination of the Agreement.

18. FORCE MAJEURE

18.1 For the purposes of the Agreement, **Force Majeure Event** means an event beyond the reasonable control of ISC including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of ISC or any other party), failure of a utility service or transport 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 subcontractors.

18.2 ISC shall not be liable to you as a result of any delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event.

18.3 If the Force Majeure Event prevents ISC from providing any of the Services for more than four weeks, ISC shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to you.

19. NOTICES

19.1 Any notice or other communication required to be given to a party under or in connection with the Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number. Any notice by you under clause 19.1 may be given to ISC by email at the following email address: enquiries@isc-r.com.

19.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, if sent by email, at 9:00 am on the first Business Day after sending or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

19.3 This clause 19.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under the Agreement shall not be validly served if sent by e-mail.

20. WAIVER

20.1 A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of

that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.2 Unless specifically provided otherwise, rights arising under the Licence Agreement are cumulative and do not exclude rights provided by law.

21. SEVERANCE

21.1 If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

21.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22. NO PARTNERSHIP

Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

23. FURTHER ASSURANCE

Each party shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

24. THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

25. ENTIRE AGREEMENT AND VARIATION

The Agreement constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of ISC which is not set out in the Agreement.

26. GOVERNING LAW AND JURISDICTION

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, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.

27. INTERPRETATION

27.1 The definitions and rules of interpretation in this clause and the Form apply in this Agreement and the Appendix:

Agreement: means these conditions, the Form signed by you and ISC and the Appendix.

Appendix: the appendix to this Agreement setting out the acts which may be permitted by ISC in respect of the ISC Database.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Services who need to know the confidential information in question (**Representatives**) to the other party and that

party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure..

ISC Data: any Data or information, in whatever form, the provision of which comprises the ISC Database (wholly or in part).

Form: the Annual Schedule signed by you and ISC to which these terms and conditions are annexed.

Group: a company, its subsidiaries, any company of which the company is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a group is a member of the group.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, Database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Normal Business Hours: 9.00 am to 5.00 pm on a Business Day in the UK.

Permitted Actions: those things that ISC permits you to do to ISC Data as further described in the Appendix to this Agreement.

Security Feature: any security feature including any key, PIN, password, token or smartcard.

Software: the online software applications, access to which is provided by ISC as part of the Services.

Licensee Data: the Data inputted by you, Users, or ISC on your behalf for the purpose of using the Services or facilitating your use of the Services.

User(s): those of your employees, agents and independent contractors who are authorised by you to use the Services and ISC Online under the User Licence.

User Licences: the licences purchased by you which entitle Users to access ISC Online and use the Services and ISC Data in accordance with this Agreement.

Virus: any thing or device (including any software, code, file or programme) which may: 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; prevent, impair or otherwise adversely affect access to or the operation of any programme or Data, including the reliability of any programme or Data (whether by re-arranging, altering or erasing the programme or Data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

27.2 Data subject, personal Data, processing and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the Data Protection Act 1998.

27.3 Clause headings shall not affect the interpretation of this Agreement.

27.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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

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

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

27.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

27.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

27.10 References to clauses are to the clauses of this Agreement.

27.11 If there is any conflict or ambiguity between the clauses of this Agreement and the Appendix, the terms of the Appendix shall take precedence.

27.12 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

This Agreement has been entered into on the Effective Date stated in the Annual Schedule.

Appendix – Permitted Actions – ISC Online

A: General Clauses

1. ISC Data can only be used on the terms of this Agreement, cannot be altered, copied, forwarded or duplicated in any way and must be overwritten.
2. Data cannot be permanently integrated into existing, or future, data systems, whether electronic, paper or other format, although you may develop linking tools and utilities, as required, provided these are only used with the latest Data supplied.
3. Data supplied by ISC is for your use only and may only be used for the Permitted Use while this Agreement is in force and may not be sold or passed on to any third party. All supplied Data, the ISC Database and any Intellectual Property Rights therein remain the property of ISC at all times.
4. When this Agreement ends for whatever reason, you agree that copies of the ISC Data, all Data and all data sets supplied by ISC will be destroyed immediately.
5. It is the responsibility of the Nominated Contact to ensure that these terms and conditions are upheld throughout the term of this Agreement.
6. If the Nominated Contact is replaced or leaves your business before this Agreement terminates you must tell ISC who the new Nominated Contact is. The new Nominated Contact will take over responsibility for making sure that all the terms of this Agreement are fulfilled.
7. ISC does not guarantee that the ISC Database records have complete information for every field. Information contained in the ISC Database is as up-to-date and accurate as the information available. ISC takes no responsibility for any omissions or inaccuracies that the ISC Database may contain.

Additional Permitted Actions – ISC Online Spreadsheet Licence Only

1. To maintain data and distribute in a spreadsheet or similar electronic document you must have purchased one ISC Online Spreadsheet licence for each recipient.
2. The ability to download Data, from a saved search, and distribute as a spreadsheet is provided to the Nominated Account Holder via ISC Online.
3. Data can be downloaded from a saved search and integrated into a spreadsheet whether electronic, paper or other format, as required, using the latest Data supplied.
4. The downloaded Data can only be used by the Nominated Account Holder on the terms of this Agreement, cannot be altered, copied, or duplicated in any way and must be overwritten by each successive download.
5. Data records can be updated and amended with additional data resulting from marketing initiatives made via ISC Online. Such Data Records, and only such records, may be retained and used by you, for internal purposes only, unless this agreement is terminated due to your breach of these Terms and Conditions.
6. Save for Data Records specified in this Clause 4, when this Agreement ends for whatever reason, you agree that copies of the ISC Data, all Data and all data sets supplied by ISC will be destroyed immediately.

Additional Permitted Actions - ISC Online CRM Licence only

1. To integrate ISC Data into a CRM or similar system you must have purchased an ISC Online CRM licence.
2. The ability to download Data is provided to the Nominated Account Holder via ISC Online.
3. The downloaded Data can only be used by the Nominated Account Holder on the terms of this Agreement, cannot be altered, copied, forwarded or duplicated in any way and must be overwritten by each successive download.
4. Data can be downloaded and integrated into an existing CRM data system, whether electronic, paper or other format, as required, using the latest Data supplied.
5. The cancellation notice period for this licence is one year and, should notice of cancellation be given, Data will not be available for download after that date until the end of the notice period.