Raise Strategy - **Raise & Valuation** - **Investor Landscape** - **Materials** - **Pitching** - **Due diligence**

Software as a service subscription agreement – master terms

BETWEEN

(1)   FUNDINGHERO LTD incorporated and registered in England and Wales with company number 13866628 whose registered office is at Suite 2a Blackthorn House, St Pauls Square, Birmingham, B3 1RL (**Supplier**); and

(2)   YOU / THE CUSTOMER as set out in the relevant subscription email confirmation (**Customer**).

The Terms & Conditions Effective Version date were last updated and from that point forward made in force, which is **Version 1.0 05/04/2024**

BACKGROUND

(A)   The Supplier has developed certain web-based software products which it makes available to subscribers via the internet on a free and pay-per-use basis for the purpose of learning how to fundraise.

(B)   The Customer wishes to use the Supplier's service in its business operations.

(C)   The Supplier has agreed to provide and the Customer has agreed to take and use the Supplier's service subject to the terms and conditions of this agreement. By creating a free explore account, downloading, accessing and / or using the Services, Software and / or Documentation, Customer agrees to the terms of this agreement which will bind Customer. If the Customer does not agree to these terms, it must immediately stop using the Services, Software and Documentation.

(D)   The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement. By clicking on the "confirm" button set out by the Supplier in the "Confirm your plan"

page, downloading, accessing and / or using the Services, Software and / or Documentation, Customer agrees to the terms of this agreement which will bind Customer. If the Customer does not agree to these terms, it must immediately stop using the Services, Software and Documentation.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.1.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the document made available to the Customer by the Supplier online via https://www.FundingHero.co.uk or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date this agreement is accepted as per the mechanism set out in section (C) of the 'Background' above.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each business day.

Services: the subscription services provided by the Supplier to the Customer under this agreement via https://www.FundingHero.co.uk or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription email confirmation; being the email that is sent to all new users upon signing up to a free or paid subscription service, providing details of new subscriptions.

Subscriptions portal; the area found within the settings menu within the users personal account found on FundingHero.co.uk that provides the details on which subscription option the user has actively signed up for.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Supplier's subscription portal.

Subscription Term: has the meaning given in clause 12.1.

Terms & Conditions effective version date: means the date which the terms & conditions were last updated and from that point forward made in force.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to section 7 which entitle Authorised Users to access and use the Services and the Documentation 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 rearranging, 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.

2. User subscriptions

2.1   Subject to the Customer purchasing the User Subscriptions in accordance with section 7, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sub-licences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2   In relation to the Authorised Users, the Customer undertakes that:

(a)   the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time; and

(b)   it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation.

2.3   The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services (including the provision of any Customer Data) that:

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

(b)   facilitates illegal activity;

(c)   depicts sexually explicit images;

(d)   is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(e)   is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4   The Customer shall not:

(a)   except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i)   attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

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

(b)   access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c)   use the Services and/or Documentation to provide services to third parties; or

(d)   subject to clause 17.1, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e)   attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.5   The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6   The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3.   Services

3.1   The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

3.2   The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a)   planned maintenance carried out during the maintenance window as notified by the Supplier (acting reasonably) from time to time; and

(b)   unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

4.   Data protection

4.1   In accordance with data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Services, the Software and the Documentation, and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in our _PRIVACY NOTICE_ and it is important that you read that information.

5.   Supplier's obligations

5.1   The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

5.2   The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or

provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1.

5.3   The Supplier:

(a)   does not warrant that:

(i)   the Customer's use of the Services will be uninterrupted, Virus-free or error-free; or

(ii)   that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements;

(b)   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 Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.4   This agreement shall not prevent the Supplier 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.

5.5   The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

6.   Customer's obligations

6.1   The Customer shall:

(a)   provide the Supplier with:

(i)   all necessary cooperation in relation to this agreement; and

(ii)   all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b)   without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement 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;

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

7. Charges and payment

7.1 The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with the payment terms set out in the Customer's subscription portal or subscription email.

7.2 For all freemium accounts there is no subscription charge.

7.3 For all annual in advance plans which benefit from a preferred rate discount, then payment must be made & received in advance of any paid subscription services.

7.4 For all monthly paid plans then payment must be made & received in advance of any service subscription periods.

7.5 For all upgraded plans, then the additional payment must be made & received in advance of any increased access rights.

7.6   Downgrades or downgrade refunds for paid plans are not provided in any situation.

7.7   Unless otherwise set out in the Supplier's subscription email or subscription portal, if the Supplier has not received payment prior to service commencement period, and without prejudice to any other rights and remedies of the Supplier: (a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) & charges concerned remain unpaid; and (b) 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 the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement.

7.8   The Supplier shall be entitled to increase the Subscription fees and / or any fees payable in respect of additional User Subscriptions purchased, upon 90 days' prior notice to the Customer.

8.   Proprietary rights

8.1   The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

8.2   The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

9.   Confidentiality

9.1   Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement, including but not limited to:

(a)   any information that would be regarded as confidential by a reasonable business person relating to:

(i)   the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and

      (ii)   the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

(b)   any information developed by the parties in the course of carrying out this agreement and the parties agree that:

      (i)   details of the Services, and the results of any performance tests of the Services, shall constitute Supplier Confidential Information; and

      (ii)   Customer Data shall constitute Customer Confidential Information;

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

9.2   The provisions of this clause shall not apply to any Confidential Information that:

(a)   is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

(b)   was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

(c)   was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

(d)   the parties agree in writing that it is not confidential or may be disclosed.

9.3   Each party shall keep the other party's Confidential Information secret and confidential and shall not:

(a)   use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or

(b)   disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.

9.4   A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

(a)   it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

(b)   at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

9.5   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].

9.6   On termination or expiry of this agreement, each party shall use reasonable endeavours to:

(a)   destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and

(b)   erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable).

9.7   The above provisions of this clause 9 shall survive for a period of two years from termination or expiry of this agreement.

10.   Indemnity

10.1   The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, as well as its breach of any obligation under this agreement, provided that:

(a)   the Customer is given prompt notice of any such claim;

(b)   the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c)   the Customer is given sole authority to defend or settle the claim.

10.2   The Supplier shall defend the Customer, its officers, directors and employees against any third party claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgement or settlement of such claims, provided that:

(a)   the Supplier is given prompt notice of any such claim;

(b)   the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the

Supplier in the defence and settlement of such claim, at the Supplier's expense; and

(c)   the Supplier is given sole authority to defend or settle the claim.

10.3   In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 business days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

10.4   In no event shall the Supplier, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:

(a)   a modification of the Services or Documentation by anyone other than the Supplier; or

(b)   the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

(c)   the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.   Limitation of liability

11.1   Except as expressly and specifically provided in this agreement:

(a)   the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, 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 Services, or any actions taken by the Supplier at the Customer's direction;

(b)   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 this agreement; and

(c)   the Services and the Documentation are provided to the Customer on an "as is" basis.

11.2   Nothing in this agreement excludes the liability of the Supplier:

(a)   for death or personal injury caused by the Supplier's negligence; or

(b)   for fraud or fraudulent misrepresentation.

11.3   Subject to clause 11.1 and clause 11.2:

(a)   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 under this agreement; and

(b)   the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 10.2), 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 the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

11.4   Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights".

12.   Term and termination

12.1   This agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue for the Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

(a)   either party notifies the other party of termination via our auto renewal process within your personal settings at least 30 days before the end of the Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b)   otherwise terminated in accordance with the provisions of this agreement.

12.2   Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a)   the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty days after being notified in writing to make such payment;

(b)   the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified to do so;

(c)   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d)   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

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

(f)   the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy;

12.3   On termination of this agreement for any reason:

(a)   all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

(b)   each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c)   the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

(d)   any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

13. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving fourteen days written notice to the affected party.

14. Variation

The Supplier reserves the right to vary, amend or otherwise modify these terms & conditions from time to time and Supplier shall notify Customer of any such change. Customer's continued use of the Services shall constitute acceptance of such new/amended terms.

15. Severance

15.1   If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

16. Entire agreement

16.1   This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

17. Assignment

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

17.2   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.

18. 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.

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 interpreted 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).