

Ajenta End User Agreement (Terms & Conditions of Use)

This Ajenta End User Agreement (the “**Agreement**”) is between you (“**you**”, “**your**”) and Ajenta Ltd (“**Ajenta**”). If you are agreeing to this Agreement not as an individual but on behalf of your company, then “**Customer**” or “**you**” means your company or organisation. Ajenta may modify this Agreement from time to time.

By using or accessing Ajenta Products and/or services, you are agreeing to be bound by this Agreement.

1 SCOPE OF THIS AGREEMENT

This Agreement applies to your initial purchase as well as any future purchases made by you, even if they do not reference this Agreement. This Agreement also applies to Ajenta add-ons or plugins that you purchase from our partners and resellers. This Agreement includes our Privacy Policy and any other documents that may be referred to.

2 AJENTA PRODUCTS

This Agreement governs (a) Ajenta’s hosted or cloud based solutions (“**Hosted Services**”) and (b) any related support and/or maintenance services provided by Ajenta. All Products and Services, together with related Documentation herein, are subsequently referred to as “**Products**”.

3 ORDERS

3.1 The Product ordering process (“**Order**”) will specify your authorised scope of use for the Products, which may include: (a) number and type of Authorised Users (as defined below), (c) numbers of licenses, copies, lines, ports or instances (for “**Software**”), or (d) other restrictions or billable units (as applicable, the “**Scope of Use**”). The term “**Order**” also includes any applicable Product or Support and Maintenance renewal, or purchases you make to increase or upgrade your Scope of Use.

3.2 This Agreement applies whether you purchase Ajenta Products directly from Ajenta or through Ajenta authorised resellers (each, a “**Reseller**”). If you purchase through a Reseller, your Scope of Use shall be as stated in the Order placed by the Reseller for you and Reseller is responsible for the accuracy of any such Order. Resellers are not authorised to make any promises or commitments on Ajenta’s behalf and we are not bound by any obligations to you other than what we specify in this Agreement.

4 AUTHORISED USERS

4.1 Only specific individuals whom have paid the service fees as part of the Order and whom you designate through the applicable Product (“**Authorised Users**”) may access and use the Products. Some Products may allow you to designate different types of Authorised Users, in which case pricing and functionality may vary per the type of Authorised User. Authorised Users could be you, your employees, representatives, consultants, contractors, agents, or other third parties who are acting on your behalf.

4.2 If you designate any of your customers as Authorised Users, you will be responsible for their use of the Hosted Services as you would be for any other Authorised User. Accordingly, you must enter into valid, binding agreements with your customers that require them to comply with the applicable terms of this Agreement, including any conditions or restrictions with respect to use of, or access to, the Software or Hosted Services.

4.3 Ajenta will not have any direct or indirect liability or obligation to any of your customers. For the avoidance of doubt, your customers are not parties to, or third party beneficiaries under, the Agreement.

4.4 You may increase the number of Authorised Users permitted to access the Product by placing a new Order or, in some cases, directly through the Product. In all cases, you must pay the applicable fee for the increased number of Authorised Users. You are responsible for compliance with this Agreement by all Authorised Users.

4.5 All use of Products by you and your Authorised Users must be within the Scope of Use and solely for the benefit of you or your Affiliates. “**Affiliate**” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “**control**” means the power to direct the management or affairs of an entity, and “**ownership**” means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.

5 SOFTWARE

5.1 License - Ajenta hereby grants to the Authorised User, or shall procure the grant to the Authorised User of, a non-exclusive, revocable, non-transferable, royalty-free licence for the term of this Agreement to use the

Ajenta Materials for the purpose only of fulfilling the Authorised User's obligations and receiving the benefit of its rights, under this Agreement. The Authorised User shall only be entitled to sub-license the use of the Ajenta Materials to any sub-contractor who is approved by Ajenta. The term of each Software license ("License Term") will be specified in your Order. Your License Term will end upon any termination of this Agreement, even if it is identified as "perpetual" or if no expiration date is specified in your Order.

5.2 Notwithstanding anything in this Agreement to the contrary, Ajenta has no support, warranty, indemnification or other obligation or liability with respect to your Add-Ons or their combination, interaction or use with the Products. You shall indemnify, defend and hold Ajenta harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising out of or in connection with any claim brought against us by a third party relating to your Add-Ons (including but not limited to any representations or warranties you make about your Add-Ons) or your breach of this Clause 5.

6 INTELLECTUAL PROPERTY RIGHTS

The Authorised User acknowledges and agrees that all Intellectual Property Rights in and to the Ajenta Materials, Ajenta Software Data are owned by Ajenta or its licensors and shall, notwithstanding the terms of this Agreement, remain vested in Ajenta or its licensors. Unless otherwise expressly provided in this Agreement, the Authorised User shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Ajenta Materials. To the extent that the Authorised User has, or acquires, any proprietary right, title or interest in or to any such Intellectual Property Rights, the Authorised User hereby assigns and agrees to assign on demand, to Ajenta its entire right, title and interest in and to such Intellectual Property Rights.

7 THIRD PARTY CODE

7.1 The Software may include code and libraries licensed to Ajenta by third parties, including open source software and paid for coding. Some of these licenses require us to flow certain terms down to you.

7.2 The Products include components subject to the terms and conditions of "open source" software licenses. To the extent applicable, Ajenta will identify open source software included in a Product in or through the Product itself. In that case, the terms of the open source license will apply and you will have the rights granted in such licenses to the open source software itself, such as access to source code, right to make modifications and right to reverse engineer. Notwithstanding the foregoing, if you are using the Products in the form provided to you, in accordance with your permitted Scope of Use, with no distribution of software to third parties, then none of these open source licenses impose any obligations on you beyond what is stated in the Agreement.

7.3 The Products also include components that we license commercially from third parties ("**Commercial Components**"). For the avoidance of doubt, all of the restrictions for the Products in the Agreement also apply to Commercial Components. Commercial Components are also subject to some additional requirements as set out below.

7.3.1 You may use Commercial Components only in conjunction with, as part of and through the Products as provided by Ajenta. You may not install, access, configure or use any Commercial Components (including any APIs, tools, databases or other aspects any Commercial Components) separately or independently of the rest of the Product, whether for Production, technical support or any other purposes, or otherwise attempt to gain direct access to any portions of the Commercial Components, or permit anyone else (including your customers) to do any of these things.

7.3.2 Some Commercial Components may include source code that is provided as part of its standard shipment. Commercial Component source code will be governed by this Agreement for Commercial Components. Accordingly, notwithstanding any other terms of the Agreement, you may not modify any Commercial Components. You will be financially responsible to the applicable third party licensor ("**Commercial Component Licensor**") for all damages and losses resulting from your breach of this Clause 7.

7.3.3 You understand that the applicable Commercial Component Licensor retains all ownership and intellectual property rights to the Commercial Component. Commercial Component Licensors (and any other third party licensors of any components of the Products) are intended third party beneficiaries of the Agreement with respect to the items they license and may enforce the Agreement directly against you. However, to be clear, Commercial Component Licensors do not assume any of Ajenta's obligations under the Agreement.

8 HOSTED SERVICES

8.1 Subject to the terms and conditions of this Agreement, Ajenta grants Authorised User's a non-exclusive right to access and use the Hosted Services during the applicable Subscription Term (as defined below) in accordance with this Agreement, your applicable Scope of Use and the Documentation. If Ajenta offers client software (e.g., a desktop or mobile application) for any Hosted Service, you may use such software solely with the Hosted

Service, subject to the terms and conditions of this Agreement. You acknowledge that Ajenta's Hosted Services are on-line, subscription-based Products and that we may make changes to the Hosted Services from time to time.

8.2 Hosted Services are provided on a subscription basis for a set term specified in your Order ("Subscription Term"). Except as otherwise specified in your Order, all subscriptions will automatically renew for periods equal to your initial Subscription Term (and you will be charged at the then-current rates) unless you cancel your subscription. If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

8.3 Authorised Users must ensure that all user IDs and passwords for the Hosted Services are kept strictly confidential and not share such information with any unauthorised person. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using your accounts and passwords and you agree to immediately notify Ajenta of any unauthorised use of which you become aware.

8.4 "Your Data" means any data, content, code, video, images or other materials of any type that Authorised Users upload, submit or otherwise transmit to or through Hosted Services. Authorised Users will retain all right, title and interest in and to Your Data in the form provided to Ajenta. Subject to the terms of this Agreement, Authorised Users hereby grant to Ajenta a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Hosted Service to you and (b) for Hosted Services that enable Authorised Users to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as Authorised Users direct or enable through the Hosted Service. Ajenta may also access Authorised User accounts or instances in order to respond to support requests.

8.5 Ajenta implements security procedures to help protect Your Data from security attacks. However, Authorised Users understand that use of the Hosted Services necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorised third parties will never be able to defeat our security measures or those of our third party service providers.

8.6 You must ensure that your use of Hosted Services and all Your Data is at all times compliant with this Agreement and all applicable local, state, federal and international laws and regulations ("**Laws**"). Authorised Users represent and warrant that: (a) you have obtained all necessary rights, releases and permissions to provide all Your Data to Ajenta and to grant the rights granted to Ajenta in this Agreement and (b) Your Data and its transfer to and use by Ajenta as an Authorised User under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity and any use, collection and disclosure authorised herein is not inconsistent with the terms of any applicable privacy policies. Ajenta assumes no responsibility or liability for Your Data and Authorised User shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

8.7 You will defend, indemnify and hold harmless Ajenta from and against any loss, cost, liability or damage, including legal fees, for which Ajenta becomes liable arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or use of the Hosted Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. This indemnification obligation is subject to your receiving (a) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (c) all reasonable necessary cooperation of Ajenta at your expense.

8.8 Ajenta has no obligation to monitor any content uploaded to the Hosted Services. Nonetheless, if we deem such action necessary based on your violation of this Agreement or in response to takedown requests that we receive, we may (a) remove Your Data from the Hosted Services or (b) suspend access to the Hosted Services. We will alert you when we take such action and give you a reasonable opportunity to cure your breach, but if we determine that your actions endanger the operation of the Hosted Service or other Authorised Users, we may suspend your access immediately without notice. We have no liability to you for removing or deleting Your Data from or suspending your access to any Hosted Services as described in this Clause 8.

8.9 We may remove or delete Your Data within a reasonable period of time after the termination of your Subscription Term.

8.10 Ajenta will provide the support and maintenance services for the Products described in the Service Level Agreement ("**Support and Maintenance**") during the period for which you have paid the applicable fee. Support and Maintenance will be provided at the support level and during the support term specified in your Order. The

Ajenta Service Level Agreement may be modified by Ajenta from time to time to reflect process improvements or changing practices. Support and Maintenance for Software includes access to New Releases, if, and when they become available. You may use any New Releases that we provide to you during a valid support term in the same way that you use Software, and New Releases are included in the definition of Software in that case. “New Releases” are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that we make generally commercially available.

8.11 There may be storage limits associated with a particular Hosted Service. These limits are defined at the time of Order.

9 ACCEPTABLE USE

9.1 Do not compromise the integrity of Ajenta’s systems. This could include (a) probing, scanning, or testing the vulnerability of any system or network that hosts our services (b) tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorised access to the services, related systems, networks, or data (c) attempting to disable our infrastructure by imposing an unreasonably large load on Ajenta systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser (d) going far beyond the use parameters for any given service as described in its corresponding documentation (e) Consuming an unreasonable amount of storage in a way that’s unrelated to the purposes for which the services were designed (f) accessing or searching any part of the services by any means other than our publicly supported interfaces.

9.2 Do not compromise the integrity of privacy, by using Ajenta’s service(s) to stalk, harass, or post direct, specific threats of violence against others

9.3 Do not use the Products for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)

9.4 Do not use the Products to generate or send unsolicited communications, advertising, spam, or to solicit other Authorised Users for commercial purposes.

10 RESTRICTIONS

Except as otherwise expressly permitted in this Agreement, or by Ajenta in writing, you will not: (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party, (b) use the Products for the benefit of any third party, (c) incorporate any Products into a Product or service you provide to a third party, (d) interfere with any license mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit your use, (e) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law, (f) remove or obscure any proprietary or other notices contained in any Product, or (g) publicly disseminate information regarding the performance of the Products.

11 AUDITS

You agree to allow us, or our authorised agent, to audit your use of the Products. We will provide you with at least 14 days advance notice prior to the audit and the audit will be conducted during normal business hours. Ajenta will bear all out-of-pocket costs that we incur for the audit, unless the audit reveals that you have exceeded the Scope of Use. You will provide reasonable assistance, cooperation, and access to relevant information in the course of any audit at your own cost. If you exceed your Scope of Use, we may invoice you for any past or ongoing excessive use and you will pay the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to Ajenta at law or equity or under this Agreement. To the extent we are obligated to do so, we may share audit results with certain of our third party licensors or assign the audit rights specified in this Clause 11 to such licensors.

12 PUBLICITY

Ajenta may identify you as a customer in promotional materials. You may request that we stop doing so by submitting an email to hello@ajenta.net at any time. We will endeavour to action your request sooner, however please note that it may take us up to 30 days to process your request.

13 CONFIDENTIAL INFORMATION

13.1 Each party undertakes that for the duration of this Agreement and thereafter it shall keep confidential and (except for the purposes of this Agreement) shall not use or disclose (without the prior written consent of the other party) to any third party any Confidential Information of the other party (which, in the case of Ajenta shall include the Confidential Information of Service Recipients) which may become known to it in connection with this Agreement.

13.2 Each party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure. Any Ajenta Technology and any performance information relating to the Products shall be deemed Confidential Information of Ajenta without any marking or further designation. Except as expressly authorised herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information.

13.3 The obligations in Clause 13.1 shall not prohibit disclosure of the other party's Confidential Information to any statutory or regulatory entity with right to request and receive that information provided that (to the extent not prohibited by Applicable Law or order of court, government agency or regulatory body or stock exchange regulation) the disclosing party promptly notifies and consults with the other party in advance in relation to the timing and content of such disclosure.

13.4 The obligations in Clause 13.1 shall not prohibit either party from disclosing the other party's Confidential Information to the receiving party's own employees, members of its Group, agents and permitted sub-contractors who need to know it for the purposes of this Agreement, to the receiving party's auditors and professional advisors, and to any person to whom an assignment has been permitted under this Agreement, provided that the disclosing party makes the recipient aware that the information is confidential and that it owes a duty to the owner of it to keep it confidential. The disclosing party shall be responsible for procuring that such person complies with the duty of confidentiality imposed by this Agreement as if they were a party to it.

13.5 The obligations in Clause 13.1 do not apply to information which the receiving party can show by reference to documentary or other evidence:-

13.5.1 was rightfully in its possession prior to disclosure to it by the other party and in respect of which that party is not under an existing obligation of confidentiality;

13.5.2 is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this Clause 13) or of any other duty of confidentiality relating to that information;

13.5.3 is received from a third party who is not under an obligation of confidentiality (express or implied) in relation to the information; or

13.5.4 is developed independently without access to, or use or knowledge of, the Confidential Information and, in each case, the relevant information has been disclosed in good faith and its disclosure is consistent with the obligations of confidentiality that the disclosing party owes to the other party under this Clause 13.

13.6 The obligations in this clause 13 shall survive termination for any reason of this Agreement.

14 WARRANTY & WAIVER

14.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement and that, if you are an entity, this Agreement and each Order is entered into by an employee or agent of such party with all necessary authority to bind such party to this Agreement.

14.2 Any failure to exercise, or any delay in exercising a right or remedy provided by this Agreement or at law or in equity (and/or the continued performance of this Agreement) shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver or a breach of any of the terms of this Agreement must be in writing and shall not constitute a waiver of any other breach and shall not affect the other terms of this Agreement.

14.3 Any notice or other communication required to be given to a party under or in connection with this 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 e-mail to the other party's main e-mail address.

14.4 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, 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 e-mail, on the next Business Day after transmission.

14.5 The rights and remedies provided by this Agreement are cumulative and (except as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

15 DISCLAIMER

All Products are provided “as is” and Ajenta and its suppliers expressly disclaim any and all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality, or merchantability, whether express, implied, or statutory. You may have other statutory rights, but for the duration of statutorily required warranties, if any, shall be limited to the shortest period permitted by law. Ajenta shall not be liable for delays, interruptions, services failures and other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of Ajenta. To the maximum extent permitted by law, neither Ajenta nor any of its third party suppliers makes any representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of any Products or any content therein or generated therewith, or that; (a) the use of any Products will be secure, timely, uninterrupted or error-free; (b) the Products will operate in combination with any other hardware, software, system, or data; (c) the Products (or any Products, services, information, or other material purchased or obtained by you through the Products) will meet your requirements or expectations); (d) any data stored will be accurate or reliable or that any stored data will not be lost or corrupted; (e) errors or defects will be corrected; or (f) the Products (or any server(s) that make a hosted services available) are free of viruses or other harmful components.

16 LIMITATION OF LIABILITY

16.1 Neither party (nor its suppliers, or any other associated reseller) shall be liable for any loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business, cost of delay or any indirect, special, incidental, reliance or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance. Neither party’s aggregate liability to the other shall exceed the amount actually paid for Products and support and maintenance in the 12 months immediately preceding the claim. Notwithstanding anything else in this agreement, our aggregate liability to you in respect of no-charge Products shall be zero. This Clause 16 shall not apply to (a) amounts owed by you under any orders, or (b) either party’s express indemnification obligations in this agreement.

16.2 To the maximum extent permitted by law, no suppliers of any third party components included in the Products will be liable to you for any damages whatsoever.

16.3 The parties agree that the limitations specified in this Clause 16 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

17 DISPUTE RESOLUTION

In the event of any controversy or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate with each other and recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party and a third selected by the first two. Arbitration will take place in locations as mutually agreed between the parties. All negotiations and arbitration proceedings pursuant to this Clause 17 will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

18 CHANGES TO THIS AGREEMENT

18.1 We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing or technical contact you designate in the applicable Order, through your Ajenta account, or in the Product itself).

18.2 If we modify the Agreement during your License Term or Subscription Term, the modified version will be effective upon your next renewal of a License Term, Support and Maintenance term, or Subscription Term, as applicable.

18.3 If you object to the updated Agreement, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. With respect to No-Charge Products, accepting the updated Agreement

is required for you to continue using the No-Charge Products. You may be required to click through the updated Agreement to show your acceptance. If you do not agree to the updated Agreement after it becomes effective, you will no longer have a right to use No-Charge Products. For the avoidance of doubt, any Order is subject to the version of the Agreement in effect at the time of the Order.

19 TERM & TERMINATION

19.1 This Agreement is in effect for as long as you have a valid License Term or Subscription Term (the “**Term**”), unless terminated as permitted in this Agreement.

19.2 This Agreement may be terminated by either party with immediate effect on giving written notice if the other party:-

19.2.1 commits a material breach of any provision of this Agreement which is incapable of remedy; or

19.2.2 commits a material breach of any provision of this Agreement which is capable of remedy but which the party fails to remedy within thirty (30) days after receipt of a notice specifying the breach and requiring it to be remedied; or

19.2.3 ceases trading, or becomes apparently insolvent, or has a trustee in sequestration appointed, combines with its creditors, or has a liquidator, receiver or administrator appointed (or an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given over all or any of its assets) over all or any of its assets other than for the purposes of a solvent amalgamation or reconstruction, or undergoes any analogous act or proceeding under foreign law to any of those mentioned (an “**Insolvency Event**”).

19.3 Ajenta may terminate this Agreement, in whole or in part on giving you no less than thirty (30) days written notice in the event that you act in a manner, or commits an act or omission, which, in Ajenta's reasonable opinion may (whether directly or indirectly through association) result in damage to Ajenta's reputation.

19.4 Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

20 CONSEQUENCES OF TERMINATION

20.1 On termination of the Agreement, you (and your Authorised Users) will no longer have any right to use or access any Products, or any information or materials that we make available to you under this Agreement, including Ajenta Confidential Information. You are required to delete any of the foregoing from your systems as applicable (including any third party systems operated on your behalf) and provide written certification to us that you have done so at our request. The following clauses will survive any termination or expiration of this Agreement; 5, 6, 7, 10, 11, 13, 14, 15, 16, 17, 23.

20.2 Other than as expressly permitted under this Agreement, on termination of this Agreement for whatever reason, each party shall forthwith cease to use any Confidential Information of the other received in connection with this Agreement and shall return on demand, or at the request of the other destroy or permanently erase, all copies of that Confidential Information in its possession or control, save that a party shall be permitted to retain one copy of such part of the Confidential Information if and to the extent required:

20.2.1 to comply with Applicable Law or judicial or administrative process; and/or

20.2.2 for its legitimate internal compliance issues.

21 GOVERNING LAW AND JURISDICTION

21.1 This Agreement, any non-contractual obligations arising out of or in connection with this Agreement and the relationship between the parties, shall be governed by and interpreted in accordance with the laws of England and Wales.

21.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of Scotland over any claim or matter arising under or in connection with this Agreement.

22 IMPROVING OUR PRODUCTS

Ajenta are always striving to improve our Products. In order to continue to do so, we need to measure, analyse and aggregate how users interact with our Products, such as usage patterns and characteristics of our user base. We collect and use analytics data regarding the use of our Products as described in our [Privacy Policy](#).

23 GENERAL

23.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

23.2 If any provision of this Agreement is held by any authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected thereby.

23.3 Ajenta may at any time assign, novate, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

23.4 Ajenta may withdraw from or vary this Agreement or terminate it in accordance with the terms herein without the agreement of any Service Recipients, or any other person or entity.