

VSN International Limited
Integrated Breeding Platform (IBP)
Software Service Agreement

This Service Level Agreement applies to any Support Services supplied by VSNi or any Authorised Service Provider to support the use of any VSNi Software or the Open Source Software.

When You complete an Order Form requesting the provision of Services and submit it, You are offering to enter into a contract with VSNi on the terms set out in this document and the Order Form.

Where You are an individual and named as the Customer in the Order Form, the offer to enter into a contract with VSNi is made by You personally.

Where You submit the Order Form on behalf of a company or organisation and that company or organisation is named as the Customer in the Order Form, that offer is made on behalf of that company or organisation and, by submitting that form, You are confirming that that company or organisation agrees to the terms of this Agreement and that You have authority to agree to the terms of this Agreement and to enter into a contract with VSNi on behalf of that company or organisation.

In any case You are confirming that You agree to your personal data being used in accordance with VSNi's Privacy Policy, a copy of which is available on VSNi's web site.

Please read the terms of this Agreement carefully. If You do not agree to them, You should not submit the Order Form or request the provision of Services.

After You have submitted the Order Form, VSNi or the Authorised Service Provider will acknowledge its receipt by e-mail and will contact You to confirm the details on that form and the fees payable. VSNi has the right to reject any Order Form, as it sees fit, without giving any reason.

A contract between the Customer and VSNi will come into existence when VSNi sends You or the Customer written confirmation that the Order Form has been accepted.

VSNi is VSN International Limited is a company registered in England, under company number 4027977. Its registered office is at Amberside House, Wood Lane, Hemel Hempstead HP2 4TP. Its VAT number is 750 0348 63. If You or the Customer wishes to contact VSNi about the Software, any services or the terms of this Agreement, please e-mail VSNi at support@vsni.co.uk, or visit VSNi's web site at www.vsni.co.uk for other contact details.

1. Definitions and Interpretation

1.1. In this Agreement the following expressions have the meanings set opposite:

this Agreement: these terms and the Order Form, as amended from time to time in accordance with Clause;

Authorised Service Provider: a person appointed by VSNi to interact with potential licensees of the Software and authorised by VSNi to provide certain services to licensees of the Software, and the Authorised Service Provider includes IBP staff and third parties contractors;

a **Clause:** a clause in this Agreement;

Cloud Services: the software as a service and cloud-based data storage offerings provided by VSNi and/or the IBP Operator that are listed on the Order Form and selected by the Customer;

the **Current Version:** the last version of the Software and the immediately preceding version of the Software made available through the IBP Operator for use by licensees generally, and does not include any beta test version of any of the Software or any version developed or modified to meet the requirements of one or more particular licensees;

the **IBP:** the Integrated Breeding Platform operated by the IBP Operator and available at www.integratedbreeding.net or any replacement URL;

the **IBP Operator:** the entity or entities that host the IBP at the signature of the Work Order, currently: Centro Internacional de Mejoramiento de Maíz y Trigo, an international agricultural research organisation acting as the host of the IBP, with its headquarters at Km. 45, Carretera México-Veracruz, El Batán, Texcoco CP 56237, Estado de México, México;

Intellectual Property Rights: patents, rights to any invention, copyrights and related rights, moral rights, rights in computer software, trade marks, service marks, trade names, domain names, rights in any get-up, goodwill and the right to sue for passing off or unfair competition, registered designs, other rights in designs, rights of confidence, rights in any know-how, trade secrets, rights to extract and exploit data, database rights, any similar or equivalent rights protected in any jurisdiction, whether now existing or coming into existence at some future date and whether or not registered, any application for (and rights to apply for and be granted) any of the above, any renewals or extensions of, and rights to claim priority from, any such rights, and any accrued rights of action in respect of any of the above;

the **Customer:** the person named as the Customer in the Order Form;

the **Open-Source Software:** the open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>) made available to the Customer through the IBP, as modified and updated from time to time by the provision of the Services (if any) or the Professional Services (if any) provided by VSNi, the IBP Operator to the Customer;

Order Form: an online order form for Services completed and submitted by the Customer or its representative and accepted by VSNi, as amended or replaced from time to time by the written agreement of VSNi and the Customer or any later Order Form submitted by the Customer or its representative and accepted by VSNi;

the **Parties:** VSNi and the Customer and each of them is a Party;

the **Software:** any of the VSNi Software and any of the Open-Source Software;

the **Services:** any services described in an Order Form and specifically requested by the Customer in a completed Order Form, which are supplied by VSNi or any Authorised Service

Provider in connection with any VSNI Software or the Open Source Software. Such Services may include Software installation, training in the use of the Software, assistance in implementation of the Software, assistance in the Customer's management of data (including definition of terms, data curation, and data migration), help-desk services, and software customization;

You: the person submitting the Order Form;

the **VSNI Software:** the software (in object code) developed or created by VSNI and made available to the Customer through, or as a complementary module of the IBP, as modified and updated from time to time by the provision of the Services (if any) provided by VSNI or an Authorised Service Provider to the Customer;

Working Hours: 9 am to 5 pm (London time) Mondays to Fridays, except bank, public or statutory holidays in England; and

Writing: includes text stored and transmitted electronically.

1.2 Any reference in this Agreement to a statute or regulation is to be construed as a reference to that statute or regulation as amended, extended or re-enacted from time to time, and it includes any subordinate legislation from time to time in force made under it.

1.3 Unless the context otherwise requires, in this Agreement, words in the singular include the plural and words in the plural include the singular.

1.4 The headings in this Agreement are for ease of reference only; they do not affect its interpretation or construction.

1.5 The rule known as the ejusdem generis rule does not apply to this Agreement. Accordingly, general words introduced by the word other will not be given a restrictive meaning because they are preceded by words indicating a particular class of acts, matters or things.

1.6 Any obligation in this Agreement to not do something, includes an obligation not to allow that thing to be done.

1.7 Any words in this Agreement following the expressions including, include, in particular, or any similar expression, are merely illustrative and do not limit the sense of the words, description, definition, phrase or expression preceding those expressions.

1.8 In this Agreement a person includes a natural person, a corporate or unincorporated body (whether or not it has a separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.9 A reference in this Agreement to a Party includes that Party's permitted assigns.

1.10 Any reference in this Agreement to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction except England and Wales, be deemed to include a reference to what most nearly approximates to the English legal term in that jurisdiction.

1.11 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version will prevail.

2. The Services

2.1 If the Order Form requests that Services be rendered to the Customer then, unless this Agreement is terminated in accordance with its terms, and provided that the Customer has paid for those Services in accordance with this Agreement (or provided that a third party has paid for such services on behalf of the Customer), VSNi (either directly or through an Authorised Service Provider) will provide the specifically requested Services for the duration and at the level (number of hours/days/calls dedicated to a certain task/service) stated in the Order Form.

2.2 VSNi is not obliged to provide any Services to the Customer other than those Services specified in the Order Form, but may agree to provide additional, specialised services requested by the Customer if and when it can. If it does so, this Agreement will apply to the provision of those Services.

2.3 An Authorised Service Provider may, by special arrangement with the Customer and subject to terms agreed between the Authorised Service Provider and the Customer, provide a help desk outside Working Hours.

2.4 VSNi may decline to provide helpdesk assistance to the Customer or may charge the Customer for providing such assistance, if the Customer makes excessive calls to the helpdesk in any 3 month period.

2.5 The Services are not provided for any version of the Software except the Current Version. If the Customer requests support or assistance for any earlier version, and if VSNi agrees to supply that support or assistance, the Customer will pay for that support and assistance at VSNi's rates in force at that time.

2.6 VSNi may decline to provide the Services to anyone except the Customer's technical contacts named on the Order Form and anyone that the Customer notifies VSNi as replacing one of those contacts.

3. Charges

3.1. Subject to Clause 3.2, in consideration for Services that are requested on the Order Form, the Customer shall pay VSNi or the Authorised Service Provider support fees and other service fees calculated by reference to the details in the Order Form and VSNi's or the Authorised Service Provider's rates and charges in force at that date. In addition, the Customer shall reimburse VSNi or the Authorised Service Provider (as the case may be) for all travel, subsistence and other expenses incurred by its employees or contractors or by the IBP Operator in providing any Services to the Customer.

3.2. All fees, charges and expenses payable under this Agreement are exclusive of any value added, sales, services, consumption tax, customs duties and other taxes or duties on the supply to the Customer and the export and import of any goods or services. The Customer shall pay these in addition to the Service fees and other charges payable under this Agreement.

3.3. The Customer shall pay, without any deduction, set off or withholding, all fees, charges and expenses payable under this Agreement within 30 days after the date of VSNi's or the Authorised Service Provider's invoice for the same. VSNi may, without prejudice to any other right or remedy, terminate this

Agreement, or suspend work under it if, within 14 days after receiving written notice of the Customer's failure to pay in accordance with the terms of this Clause, the Customer still fails to make those payments in full.

3.4. The Customer shall pay, on demand, interest calculated on a daily basis on all sums not paid within 30 days after the date of VSNi's or the Authorised Service Provider's invoice and the costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended by the Late Payment of Commercial Debts Regulations 2013. The Customer will also pay VSNi's and the Authorised Service Provider's reasonable expenses (on an indemnity basis) in connection with the Customer's failure to pay any fees or charges when due, including (but not limited to) legal expenses and the costs of collection.

3.5. On the termination or expiry of this Agreement, without prejudice to any other right or remedy available to either Party, the Customer shall pay all unpaid fees and charges accrued up to that date and all costs and expenses which VSNi or the Authorised Service Provider has then already incurred or agreed to incur in connection with any work done or to be done for the Customer.

3.6. The fees and charges payable under this Agreement are not refundable except pursuant to Clause 5.2.

4. Intellectual Property Rights

If VSNi or its Authorised Service Provider creates new software or other works of authorship in the course of providing services pursuant to this Agreement, VSNi shall own the Intellectual Property Rights in such software or other works, and the Customer shall have a nonexclusive, royalty-free license to use the new software or other works in connection with its use of the Software.

5. Termination

5.1. Either Party may terminate this Agreement immediately on giving notice in writing to the other if:

5.1.1. the other commits any material or persistent breach of this Agreement and (in the case of a breach which is capable of being remedied) it has failed to remedy it, within 30 days after receiving notice requiring it to remedy the breach. (A persistent breach is one that occurs three or more times in any 12 month period.); or

5.1.2. the other has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding- up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

5.2. In the event that the Customer terminates this Agreement pursuant to Clause 5.1.1, VSNi shall refund, on a pro rata basis for the remaining period for which Services were contracted, any fees paid in advance by the Customer. Customers for whom a third party has paid Service fees are not entitled to a refund under this provision.

5.3. VSNi may suspend the performance of this Agreement by VSNi or the IBP operator or the Authorised Service Provider (or all of them) if any of the circumstances mentioned in Clause 5.1 above arises in relation to the Customer. That suspension will not prejudice VSNi's right later to terminate this Agreement, either for the same or for a different reason.

5.4. The expiry or termination of this Agreement (however it happens) will not affect any accrued rights or liabilities of any person, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.

5.5. On the termination of this Agreement the Customer will immediately pay VSNi or the Authorised Service Provider for all work done before termination and for all expenses VSNi or the Authorised Service Provider has incurred or has agreed to incur in connection with any work done or to be done for the Customer.

5.6. Either VSNi or the Customer may, without incurring liability, decline to renew, extend, or enter into further orders for Services for periods following the expiry of the Customer's current order, by delivering a written notice to the other Party, at least 60 calendar days before the current Order Form expiry date, of that Party's intention not to continue providing or receiving the Services. In addition, VSNi is not obligated to issue updates to or continue distributing VSNi Software after the expiry of the Customer's current order but may, without incurring liability, discontinue such updates and distribution in VSNi's sole discretion.

6. Confidentiality and Data Protection

6.1. VSNi will keep confidential, and not use for any purpose except providing the Services to the Customer, any confidential information which the Customer discloses to VSNi relating to the Customer's business or its clients and their affairs.

6.2. The Customer will keep confidential, and not use for any purpose except exercising its rights under this Agreement, the VSNi Software License Agreement, any information relating VSNi's or the IBP Operator's or the Authorised Service Provider's business, or their respective financial affairs, methodologies, strategies, plans, technology or clients. The Customer will notify VSNi immediately if the Customer becomes aware of any unauthorised use of any of that information or of the VSNi Software.

6.3. The Customer will not, without first obtaining VSNi's written consent or in accordance with Clause 6.8, disclose any of the VSNi Software or any information protected by Clause 6.2 to anyone except:

6.3.1. the Customer's employees, and then only to those employees who need to know or to have access to them in order to use the Software in accordance with this Agreement; or

6.3.2. the Customer's auditors, HM Revenue and Customs, or any other tax authority, or any other person having a right, duty or obligation to know the Customer's business, but then only in pursuance of that right, duty or obligation.

6.4. The Customer will ensure that the people mentioned in Clause 6.3 are made aware, before the disclosure to them of any of the VSNi Software or any information protected by Clause 6.2, that it is

confidential and that they owe a duty of confidence to VSNi, the IBP Operator and the Authorised Service Provider. The Customer will indemnify VSNi, the IBP Operator and the Authorised Service Provider against any and all loss and damage which they may respectively sustain or incur as a result of the Customer or its employees, or anyone who has access to any of the Software or any information protected by Clause 6.2 through the Customer failing to comply with the provisions of this Clause 6.

6.5. The Customer will immediately notify VSNi if the Customer becomes aware of any breach of confidence by anyone to whom the Customer any of the information protected by Cause 6.2, and the Customer will give VSNi, the IBP Operator and the Authorised Service Provider respectively all assistance reasonably required by it in connection with any action or proceedings which it may institute against that person for breach of confidence.

6.6. The Customer will effect and maintain adequate security measures to safeguard the information protected by Clause 6.2 from access or use by any unauthorised person, will retain them and all copies of them under the Customer's possession and control, will keep a full and accurate record of the Customer's copying and disclosure of them, and will produce that record to VSNi from time to time on demand.

6.7. The provisions of Clauses 6.1 and 6.2 do not apply to any information which is in or comes into the public domain unless as a result of a breach of Clause 6.1 or 6.2.

6.8. If the Customer is subject to any freedom of information or similar legislation, it may make any disclosure that it is obliged to make under that legislation provided it informs VSNi of the requirement to make any such disclosure as quickly as possible, takes any reasonable steps requested by VSNi to limit lawfully the information so disclosed and does not make any disclosure of any information which is exempt from disclosure under that legislation.

6.9. If VSNi, the IBP Operator or any Authorised Service Provider processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Parties' intention is that the Customer will be the data controller and VSNi, the IBP Operator or the Authorised Service Provider (as the case may be) will be data processors and:

6.9.1. the Customer acknowledges and agrees that the personal data may be transferred or stored outside the European Economic Area or the country where the Customer and its users are located in order to provide services and carry out VSNi's obligations under this Agreement;

6.9.2. the Customer will ensure that the Customer is entitled to transfer the personal data to VSNi, the IBP Operator and the Authorised Service Provider so that VSNi, the IBP Operator and the Authorised Service Provider may lawfully use, process and transfer the personal data;

6.9.3. the Customer will ensure that all relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

6.9.4. each Party will take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

7. The Customer's Information and Facilities

7.1 The Customer will provide VSNi, the IBP Operator, and the Authorised Service Provider, free of charge, with all information, materials, documentation, resources and facilities reasonably requested by it to enable it to perform this Agreement. The Customer will ensure that its staff, contractors and other suppliers co-operate fully with VSNi, the IBP Operator, and the Authorised Service Provider, and cause no delay. Where VSNi, the IBP Operator, the Authorised Service Provider requests the Customer to provide information or to take a decision, the Customer will do so promptly and so as not to cause any delay.

7.2. The Customer is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the IBP Operator, 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.

8. Entire Agreement and Amendments

This Agreement supersedes all earlier agreements, arrangements and understandings between the Parties in respect of its subject matter, and constitutes the complete agreement between them relating to that subject matter. No addition to, or modification of, any provision of this Agreement will be binding on either Party unless recorded in writing and signed by a duly authorised representative of each of them.

9. Notices

All notices given by VSNi under this Agreement will be in writing and be sent to the contact address, e-mail address or fax number of the Customer set out in the Order Form or any other address, e-mail address or fax number which the Customer may designate by notice given to VSNi in accordance with this Clause 9. Any notice given by the Customer under this Agreement must be in writing and sent to VSNi's registered office, or contact e-mail address or fax number given in this Agreement, or any other address, e-mail address or fax number which VSNi may designate by notice given to the Customer in accordance with this Clause 9. Any notice may be delivered by hand, by courier, by first class pre-paid letter or by e-mail and will be deemed to have been served: if by hand or courier, when delivered; if by first class post, 48 hours after posting; and if by e-mail, on that e-mail being accessible by the intended recipient.

10. Disclaimer of Warranties

THE CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY VSNi OR THE IBP OPERATOR WITH RESPECT TO SERVICES PROVIDED HEREUNDER. VSNi AND THE IBP OPERATOR DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitations and Exclusions of Liability

11.1. Subject to Clause 11.5, the aggregate total liability of VSNi, the IBP Operator, the Authorised Service Provider for all and any claims in connection with the Software, the Services and the performance or non-performance of this Agreement, whether in contract, or tort (including negligence) or arising in any other way, will not exceed the licence fees paid by the Customer during the 12 months immediately preceding the date on which the claim is first notified by the Customer to VSNi.

11.2. Despite anything else contained in this Agreement (except Clause 11.5), neither VSNi, nor the BPI Operator nor the Authorised Service Provider will be liable to the Customer for any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, loss of contracts, in any case whether direct or indirect, or for any indirect or consequential loss, in each case whether arising from negligence, or breach of contract, or in any other way, even if VSNi, the IBP Operator or the Authorised Service Provider had been advised of, or knew of, the likelihood of that loss or type of loss arising.

11.3. Because of the uncertainty of future events and circumstances neither VSNi, nor the IP Operator, nor the Authorised Service Provider guarantees or warrants that any forecasts, projections, advice, recommendations or the contents of any report, presentation or other document will be achievable, and the Customer acknowledges that the same (if any) are given to address specific circumstances at the time. All information which VSNi, the IBP Operator, or the Authorised Service Provider supplies is supplied in good faith, but the accuracy and completeness of any information obtained from, or based on, information obtained from the Customer or any third party is not warranted by VSNi, the IBP Operator, or the Authorised Service Provider. It is not within the scope of the obligations of VSNi, the IBP Operator, or the Authorised Service Provider to enquire as to, or to verify, the accuracy or completeness of that information.

11.4. Notwithstanding anything to the contrary contained herein, VSNi and the IBP Operator's monetary liability for any cause under or relating to this agreement shall in no event exceed the total of all amounts paid to VSNi by the customer for services during the one (1) year period prior to the date on which any claim is made.

11.5. The Customer acknowledges that the above limitations of and exclusions on the liability of VSNi, the IBP Operator, and the Authorised Service Provider are reasonable in the light of VSNi's insurance arrangements and that VSNi is willing to accept a higher limitation on its liability provided it is able to obtain full insurance cover for its liabilities and the Customer pays the costs of obtaining and maintaining any increased cover.

11.6. Nothing in this Agreement limits or excludes the liability of VSNi or the IBP Operator or the Authorised Service Provider for death or personal injury caused by its negligence or for fraud, or affects any of the Customer's statutory rights as a consumer.

12. Delays

12.1. Despite anything else contained in this Agreement, neither VSNi, nor the IBP Operator, nor the Authorised Service Provider will be liable for any delay in performing or failure to perform its obligations caused by circumstances beyond its control (including, without limitation, any act or omission on the Customer's part or on the part of any third party, and any bug, defect, error, fault or deficiency in any software or data not provided by VSNi or developed by or on behalf of the Customer, or in any equipment), and VSNi, the IBP Operator, and the Authorised Service Provider will be granted a reasonable extension of time for the performance of their obligations.

12.2 VSNi will endeavour to comply with any timetable, project plan or dates which it has given to the Customer for the performance of this Agreement but they are estimates only, and neither VSNi, nor the IBP Operator, nor the Authorised Service provider will be liable for any delay or failure to supply or perform in accordance with that timetable or project plan, or those dates.

13. Assignment

13.1. The Customer may not assign, or transfer, or sub-contract this Agreement or any of its rights or obligations under it, whether in whole or in part, without first obtaining VSNI's written consent.

13.2 VSNI reserves the right to assign any of its rights or obligations under this contract to a suitably qualified third party, including but not limited to the IBP Operator.

14. Cloud Services

Cloud Services offered under this Agreement are provided by Amazon AWS. Accordingly, if the Customer has ordered Cloud Services, the Customer is required to adhere to the Amazon AWS Acceptable Use Policy (<https://aws.amazon.com/aup/>). In addition, the following clauses 14.1 and 14.2 apply to all Cloud Services:

14.1 Cloud Services Disclaimer

THE CLOUD SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, VSNI AND THE IBP OPERATOR (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

14.2 Cloud Services Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VSNI AND THE IBP OPERATOR WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER VSNI NOR THE IBP OPERATOR WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, VSNI AND THE IBP OPERATOR'S AGGREGATE LIABILITY UNDER

THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY THEM UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.

14.3. Disposition of Content Stored in Cloud at Conclusion of Cloud Service

Upon the expiration or early termination of an order for Cloud Service, VSNi will erase the Customer's data, information, and content that has been stored with Amazon AWS. Accordingly, if VSNi terminates an order for Cloud Services prior to the natural expiration date of that order, VSNi will make a backup copy of such content and provide the copy to the Customer at no additional cost to the Customer. If an order for Cloud Service expires of its own terms, the Customer must extract all such data, information, and content prior to the expiration date of the order.

15. Changes to the Agreement Terms

In order to maintain flexibility in its product and service offerings, VSNi may change the terms of this Agreement by giving the Customer written notice. However, these changes are not retroactive. They apply, as of the effective date specified in the notice, only to new orders (those received on or after the date of the notice) and to on-going transactions. Otherwise, for a change to be valid, both parties must sign it. Additional or different terms in any order or written communication from the Customer are void.

16. Severability

If any part of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement will not be affected.

17. Waiver

No forbearance or delay by any person in enforcing its rights will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any later right or breach. No right, power or remedy conferred on, or reserved to, any person is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.

18. Law

This Agreement and its validity are governed by, and this Agreement is to be construed in accordance with, the laws of England and Wales. The Customer irrevocably agrees to submit to the jurisdiction of the English Courts. Where the Customer is outside the jurisdiction of the English Courts, the Customer's address for service in England is set out in the Order Form.

19. Partnership and Third Parties

19.1. Nothing in this Agreement creates, evidences or implies any partnership or joint venture between the Parties, or the relationship between them of principal and agent. VSNi is not the IBP Operator's agent and any Authorised Service Provider is acting as principal and not as VSNi's agent. Neither VSNi nor the IBP Operator nor the Authorised Service Provider will be liable to the Customer or anyone else for the acts or omissions of the others.

19.2. The IBP Operator and the Authorised Service Provider respectively are entitled to the benefit of Clauses 6.2, 6.4, 6.5, 6.9, 7.1, 10, 11, 12.1, 12.2, 13.2, 14, 15, and 19.1 and the disclaimers and limitations and exclusions on or of its liability contained in this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999. Nevertheless, the amendment, termination or rescission of this Agreement will not require the agreement or consent of the IBP Operator or the Authorised Service Provider. Subject to the above, no third party is entitled to the benefit of this Agreement under the Contracts (Rights of Third Parties) Act 1999 (UK) or otherwise.

20. Survival of Clauses

Clauses 5.2, 5.4, 5.5, 6, 8, 10, 11, 13, 14, 15, 16, 17, 18, and 19 of this Agreement will survive the termination or expiration of this Agreement and continue indefinitely.