CASCADE End Customer Terms and Conditions ("CONDITIONS")

These Conditions are between intY (as defined below) and End Customer (as defined below) and set out the terms and conditions upon which End Customer purchases Services (as defined below) via CASCADE (as defined below). By clicking to accept these Conditions as part of the sign-up process to become a customer of intY, End Customer agrees to be bound by these Conditions. intY reserves the right to change and/or modify these Conditions from time to time and any changes or modifications will be effective from the date that they are made available on CASCADE. End Customer should frequently review these Conditions as, by continuing to access and/or use CASCADE after any changes and/or modifications become effective, End Customer confirms its acceptance of any such changes and/or modifications.

These Conditions apply to the Agreement (as defined below) to the exclusion of any other terms that End Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.   **DEFINITIONS AND INTERPRETATION**

1.1   In these Conditions the following words have the following meanings:

"Agreement"	means the agreement between intY and End Customer which incorporates and is subject to these Conditions as from the Effective Date;
"Applicable Laws"	means all applicable statutory and other acts, regulations, rules, instruments, provisions and codes of conduct in force from time to time;
"Business Day"	means any day which is not a Saturday, Sunday or public holiday in England;
"CASCADE"	means the cloud marketplace known as CASCADE and owned by intY which enables End Customers to purchase Services;
"Confidential Information"	means any information or data relating to intY that is proprietary or confidential including (but not limited to) information relating to software, services or designs; commercial or technical know-how, research or technology; business operations and strategies, accounts, financial or contractual arrangements; customers, clients or suppliers past, present or future, or their dealings, transactions or affairs; and pricing and marketing, provided directly or indirectly by intY to End Customer or otherwise acquired by End Customer, orally or in writing or in any other tangible or intangible form or by demonstrations whether before on or after the date of the Agreement and whether or not marked as confidential;
"Control"	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to

direct or cause the direction of the general management of the company and **controls**, **controlled** and the expression **change of control** shall be construed accordingly;

"Documentation"	means any instructions, manuals and/or other documentation made available by or on behalf of intY and/or Vendor to assist use of Services;
"Effective Date"	means the date on which intY sends confirmation that End Customer has been accepted as a customer of intY;
"End Customer"	means the person entering into the Agreement with intY, being the person who clicks to accept these Conditions as part of the sign-up process to become a customer of intY;
"End User(s)"	means the user(s) of any Services purchased by End Customer;
"EULA"	means the End User Licence Agreement comprising intY's standard terms of use for access to and the use of CASCADE from time to time in force and which is incorporated into and forms part of the Agreement;
"Flow Down Terms"	means the licence terms and any acceptable use policy of a Vendor for use of a Service as made available on CASCADE and as may be updated from time to time;
"Group Company"	means in relation to a company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company;
"Intellectual Property Rights"	means any and all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of the same and whenever arising, registered or applied to be registered including, copyright, database rights, design rights, patents, trade marks, service marks, trade names and other rights in goodwill, the right to sue for passing off, business names and domain names, rights in know-how, trade secrets and other confidential information;
"intY"	means intY USA, Inc., a Florida Corporation whose principal place of business is at Seattle Lake Union 416, 1100 Dexter Ave N, Suite 100, Seattle, WA 98109;
"Licence"	means a licence granted by a Vendor to an End User to use a Service through acceptance of the relevant Flow Down Terms;

"Privacy Legislation"	means any and all applicable data protection and privacy laws, regulations and/or codes of conduct in any relevant jurisdiction relating to the processing and/or security of personal data and to direct marketing in each case, to the extent in force from time to time and which apply to a party, and as such are updated, amended or replaced from time to time, including the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, EU Regulation 2016/679 (**"GDPR"**), and any laws or regulations ratifying, implementing, adopting, supplementing or replacing such laws;
"Service"	means any cloud application, product or service available via CASCADE or any other services provided by intY to End Customer whether delivered to End Customer or an End User;
"Service Cancellation Date"	means the date on which cancellation of a Service takes effect, as detailed in clause 4.1.1;
"Trusted Advisor"	means, where applicable, the person who referred End Customer to intY for the purchase of Service(s);
"Vendor"	means a third party vendor of a Service;
"Virus"	means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
"Vulnerability"	means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

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

1.3   Clause headings shall not affect the interpretation of these Conditions and references

to clauses are to the clauses in these Conditions.

1.4   Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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

1.6   A reference to "writing" or "written" includes email.

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

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

1.9   A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

2.   **SUPPLY OF SERVICES**

2.1   Subject to End Customer complying with the terms of the EULA published on CASCADE from time to time, intY shall provide End Customer with online access to CASCADE during the term of the Agreement solely for the purpose of managing the provision of Services to End Users via CASCADE.

2.2   intY shall provide End User(s) with technical support.

2.3   End Customer shall be solely responsible for the security of any logins and/or passwords used by End Customer to access CASCADE. End Customer shall ensure that such logins and/or passwords are kept secure and confidential at all times and are only used by its authorised End Users for the purpose of using the Services and not by any third party or for any other purpose. End Customer will promptly notify intY if it suspects or becomes aware of any unauthorised use of such logins and/or passwords.

2.4   intY does not warrant that:

2.4.1   the End Customer's or End User's use of the Services will be uninterrupted or error-free;

2.4.2   that the Services, Documentation and/or the information obtained by the End Customer and/or End User through the Services will meet the End Customer's and/or End User's requirements; or

2.4.3   the Services and/or CASCADE will be free from Viruses and/or Vulnerabilities.

2.5   intY 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 End Customer acknowledges that Services and/or Documentation may be subject to limitations, delays and other problems inherent in

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the use of such communication facilities.

2.6 Without prejudice to any other rights or remedies to which intY may be entitled, intY may suspend End Customer, its employees, agents and any End Users' access to the Services without notice if any payment due from End Customer to intY is not made by the due date for payment. No compensation or credit will be issued in respect of any period for which the Services may have been suspended and/or terminated as a result of non-payment, and End Customer will indemnify intY in respect of any claims against intY arising from it invoking its rights under this clause 2.6.

2.7 intY is entitled at any time to make changes to the Services available via CASCADE and shall give notice of such changes as soon as reasonably practicable.

2.8 End Customer shall manage the purchase of new Services via CASCADE.

2.9 End Customer shall manage the licence quantity changes of existing Services via CASCADE.

2.10 End Customer shall be liable for all costs accrued on a usage basis by End Users.

2.11 Upon request from intY, End Customer shall provide to intY such information about the End Users as reasonably required by intY for its purposes, including but not limited to, managing and enforcing the terms of the Flow Down Terms and the EULA with such End Users and as required in order for intY to provide technical support.

3. **OBLIGATIONS OF END CUSTOMER**

3.1 End Customer shall not and shall procure that End Users shall not:

3.1.1 access or use the Services and/or Documentation and/or CASCADE other than in accordance with these Conditions, the EULA and the Vendor Flow Down Terms;

3.1.2 sell, sub-licence, transfer or distribute the Services, the Documentation and/or CASCADE in whole or in part contrary to these Conditions, the EULA and/or the Vendor Flow Down Terms;

3.1.3 decompile, disassemble, reverse engineer, create derivative works based on the whole or any part of the Services, the Documentation and/or CASCADE or otherwise attempt to discover any source code contained in the Services and/or CASCADE except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Services with another software program and provided that the information obtained by the End Customer and/or End User during such activities is only used for the purpose of achieving such inter-operability, is not disclosed to any third party to whom it is not necessary to disclose or communicate it, is not used to create any software which is substantially similar to the Services and/or CASCADE, and is kept secure;

3.1.4 make any copies of, or disclose the contents of, the Documentation save as

reasonably necessary for its lawful use in accordance with the terms of these Conditions, the EULA and the Vendor Flow Down Terms;

3.1.5 access, store, distribute or transmit any material during the course of End Customer's and/or the End Users' use of the Services and/or CASCADE 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) promotes unlawful violence;

e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

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

g) contains (whether knowingly, deliberately, reasonably suspected to or otherwise) any Viruses.

3.2 End Customer shall:

3.2.1 comply with, and shall ensure that the End Users shall comply with, all Applicable Laws and regulations with respect to their activities under these Conditions;

3.2.2 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to intY's and Vendors' data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage caused to the End Customer and/or End Users arising from or relating to its network connections, telecommunications links or the internet; and

3.2.3 ensure that its network and systems comply with the relevant specifications provided by intY and/or Vendor from time to time.

3.3 End Customer acknowledges and agrees that intY reserves the right, without liability or prejudice to all its other rights and remedies, to disable End Customer and/or End User's access to any material that breaches the provisions of clauses 3.1 and/or 3.2.

3.4 End Customer and End User acknowledge that it is licensed to use Services and the Documentation only in accordance with the express terms of these Conditions, the EULA and the Vendor Flow Down Terms.

3.5 End Customer shall and shall procure that the End Users shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and CASCADE. In the event of any such unauthorised access or use, End Customer shall promptly notify intY in writing, provide all relevant information which intY may require

or request and comply with the relevant directions in the Vendor Flow Down Terms (if applicable).

3.6   End Customer acknowledges and accepts that if it allows a third party, including but not limited to a Trusted Advisor or an End User, to access CASCADE then that third party does so as the representative of the End Customer and the End Customer shall be bound by the actions of the third party. End Customer shall indemnify and keep intY fully and effectively indemnified in respect of (i) any breach of this Agreement, the EULA or the Flow Down Terms; and (ii) all acts or omissions of any third party accessing CASCADE on End Customer's behalf.

3.7   End Customer shall inform intY immediately of any changes in ownership or Control of End Customer and/or of any change in its organisation.

4.   **TERMINATING END USER SERVICES**

4.1   In the event that End Customer wishes to cancel any Services, End Customer must:

4.1.1   provide the minimum notice required by the product of the cancellation of such Services via CASCADE. For monthly billed Services, the cancellation will take effect on the date selected in CASCADE. For annually billed Services, the cancellation will take effect at the end of the 12 month billing period;

4.1.2   ensure that it promptly informs the relevant End User that they must backup any data held within the Services that they wish to keep ahead of the Service Cancellation Date. Any data held within the Services after the Service Cancellation Date will NOT be recoverable;

4.1.3   ensure that all End Users authorised by the End Customer to access and use the Services being cancelled are unassigned from Licences to the Services being cancelled ahead of the Service Cancellation Date; and

4.1.4   ensure all locally installed software relating to the Services is uninstalled prior to the Service Cancellation Date.

4.2   Upon termination of a Service, the End Customer and each End User's right to access and/or use the applicable Service, along with any relevant Licence, shall immediately terminate and End Customer shall procure that the End User immediately ceases any use of the Service.

4.3   End Customer will continue to be liable to intY for all charges relating to active Services under its account within CASCADE until the relevant Service Cancellation Date.

4.4   Should End Customer request reactivation of a Service(s) after any Service suspension or cancellation, intY reserves the right to charge End Customer professional services charges to reactivate and/or retrieve data relating to the suspended or cancelled Service where intY deems recovery is possible.

4.5   intY is under no obligation to reactive Services which have been suspended or cancelled unless intY deems that the cancellation was in error.

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5.   **PRICES AND PAYMENT**

5.1   The price payable by End Customer to intY for Services shall be as and notified to End Customer by Trusted Advisor from time to time.

5.2   intY shall give End Customer notice via CASCADE of any changes to the prices by publishing the new prices on CASCADE.

5.3   intY will invoice End Customer on a monthly basis for subscription services and separately for consumption products. The sums due by End Customer to intY shall be solely determined by the records held by intY.

5.4   All prices are exclusive of any Value Added Tax or other applicable sales taxes for which End Customer shall be additionally liable.

5.5   intY is an online supplier of continuous services and therefore cannot support the use of purchase orders on its invoices.

5.6   End Customer shall pay the full amount invoiced to it by reference to the currency of the Service purchased in each instance. End Customer shall set up an automated payment method in CASCADE and payment will be due and taken by intY 7 days after the date of invoice. Time for payment is of the essence. Failure to maintain a valid automated payment method in CASCADE may result in the suspension of Services without notice.

5.7   End Customer is solely responsible for the payment of all Services ordered or updated by End Customer or End User(s) using End Customer's log in credentials and/or for use or consumption by End Customer or End Users of any Vendor's Services which require additional payment.

5.8   End Customer shall not be entitled by reason of any set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to intY, unless an error is discovered by either party, in which case the amount of setoff, counter-claim, abatement, or other similar deduction shall be limited to the amount of the error. For the avoidance of doubt, End Customer shall be liable to pay to intY all sums due whether or not it has been paid the corresponding sums by the End User.

5.9   If a payment due from End Customer is subject to tax (whether by way of direct assessment or withholding at its source), intY shall be entitled to receive from End Customer such amounts as shall ensure that the net receipt, after tax, is the same as it would have been were the payment not subject to tax.

5.10   intY shall not complete any forms or other documentation appertaining to End Customer's taxation status or to payments made to intY, whether in relation to directly assessed or withholding taxes.

5.11   Without prejudice to any other rights or remedies to which intY may be entitled, in the event that any invoice is not paid in full when due, End Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

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5.12 Without prejudice to any other rights or remedies to which intY may be entitled, in the event that any invoice is not paid in full when due, intY shall be entitled to immediately terminate this Agreement and/or suspend and/or terminate all of the Services or any part of them at its sole discretion. In the event of suspension or termination, End Customer acknowledges (and shall procure such acknowledgement from End Users) that End Customer and/or End Users will not be able to access the Services, the applications or data and such data may be irrecoverable.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 End Customer acknowledges and agrees that all Intellectual Property Rights in and to the Services belong to the Vendors and that use of the Services is subject to the Flow Down Terms.

6.2 End Customer acknowledges and agrees that all Intellectual Property Rights in and to CASCADE belong to intY and that use of CASCADE is subject to the EULA.

6.3 Without prejudice to the right of End Customer or any third party to challenge the validity of any Intellectual Property Rights of intY, End Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of intY and/or a Vendor and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

6.4 End Customer shall have no rights in respect of any trade names or trade marks used by intY or a Vendor in relation to a Service or its associated goodwill, and End Customer acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in intY and/or the Vendor and/or their licensors as applicable.

6.5 End Customer shall promptly give notice in writing to intY in the event that it becomes aware of:

6.5.1 any infringement or suspected infringement of Flow Down Terms or the EULA by it and/or by an End User;

6.5.2 any infringement or suspected infringement of any Intellectual Property Rights in or relating to the Services, the Documentation and/or CASCADE; and

6.5.3 any claim that any Service or the use, sale or other disposal of any Service infringes the rights (including any Intellectual Property Rights) of any third party.

6.6 In respect of any matter that falls within Clause 6.5.1 or 6.5.2:

(a) intY shall in its absolute discretion, decide what action to take in respect of the matter (if any);

(b) intY shall in its absolute discretion conduct and have sole control over any consequent action that it deems necessary and End Customer shall on being so requested by intY and at intY's cost assist in taking all steps to defend the rights of intY including the institution intY's cost of any

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actions which it may deem necessary to commence for the protection of any of its rights; and

(c) intY shall pay all costs in relation to any action where it has taken sole control and shall be entitled to all damages and other sums that may be paid or awarded as a result of that action.

6.7 In respect of any matter that falls within Clause 6.5.3 and on request from intY

(a) intY and End Customer shall, together with the relevant Vendor if deemed appropriate by intY agree:

(i) what steps to take to prevent or terminate the infringement; and

(ii) the proportions in which they shall share the cost of those steps and any damages and other sums that may be awarded to or against them.

7   CONFIDENTIALITY

7.1   End Customer may have access to Confidential Information pursuant to the Agreement. Confidential Information shall not include information that:

7.1.1   is or becomes publicly known through no act or omission of End Customer; or

7.1.2   is lawfully disclosed to End Customer by a third party without restriction on disclosure; or

7.1.3   is independently developed by End Customer, which independent development can be shown by written evidence.

7.2   End Customer shall hold the Confidential Information secure and in confidence and not make the Confidential Information available to any third party or use the Confidential Information for any purpose other than the implementation of the Agreement. End Customer may disclose Confidential Information:

7.2.1   to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out End Customer's obligations under the Agreement. End Customer shall procure that all such persons comply with the terms of this clause 7; and

7.2.2   as may be required by law, a competent jurisdiction or any governmental or regulatory authority except that, to the extent permitted by law, End Customer shall give intY as much prior notice of such disclosure as possible and shall take into account the reasonable requests of intY in relation to the content of such disclosure.

7.3   This clause 7 shall survive termination of the Agreement for any reason.

8   DATA PROTECTION

8.1   The terms "Data Controller", "Data Processor", "Data Subject", "processing", "Personal

Data", "Personal Data Breach" and "appropriate technical and organisational measures" shall have the meanings set out in the Privacy Legislation (as may be amended from time to time).

8.2   The parties shall comply with the provisions and obligations imposed on them by the Privacy Legislation at all times when processing Personal Data in connection with this Agreement.

8.3   Without prejudice to the generality of clause 8.2, End Customer shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to intY for the duration and purposes of this Agreement so that intY may lawfully use, process and transfer the Personal Data in accordance with this Agreement.

8.4   End Customer shall notify intY immediately if it becomes aware of:

8.4.1 any unauthorised or unlawful processing, loss of, damage to or destruction of Personal Data that either party processes in connection with this Agreement;

8.4.2 any advance in technology and methods of working which is material to intY's security measures.

8.5   If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with Privacy Legislation, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

9   ANTI-BRIBERY

9.1   End Customer shall:

9.1.1   conduct its business in all respects in accordance with all Applicable Laws and regulations regarding anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and all regulations made and guidance issued under the Act and End Customer agrees that it has established and shall maintain throughout the term of this Agreement its own policies and procedures to ensure continued compliance with all such legislation and guidance;

9.1.2   not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

9.1.3   promptly report to intY any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Agreement and/or the sale of Services; and

9.1.4   immediately notify intY in writing if a foreign public official becomes and officer or employee of End Customer and/or acquires a direct or indirect interest in End Customer (and End Customer warrants that it has no foreign

public officials as officers or employees and/or direct or indirect owners at the date of this Agreement).

9.2 Breach of this clause 9 shall be deemed a material breach, which is irremediable, under clause 12.3.1.

9.3 For the purpose of this clause 9, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

10 WARRANTIES

10.1 Each party represents, warrants and undertakes that:

10.1.1 it has full capacity and authority and all necessary consents to enter into and to perform the Agreement and to grant the rights and licences referred to in the Agreement; and

10.1.2 it shall comply with all Applicable Laws in the performance of its obligations under the Agreement.

10.2 Except as expressly and specifically provided in this Agreement; these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

10.3 End Customer shall indemnify and keep intY fully and effectively indemnified in respect of any and all claims made by an End User against intY relating to CASCADE and/or the Services, except where such claim arises as a direct result of the default and/or negligence of intY.

11 LIMITATION OF LIABILITY

11.1 Subject to clause 11.3, intY shall not be liable to End Customer in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), by way of indemnity or otherwise for any special, incidental, consequential, indirect, exemplary and/or punitive damages or liabilities; loss of profits; loss of revenue; loss of use; loss of goodwill; loss of reputation; loss of/or damage to data; costs of recreating lost data; the cost of any substitute equipment, program, or data; in all cases regardless of whether the possibility of such damages or liabilities have been communicated to intY and regardless of whether intY has or gains knowledge of the existence of such damages or liabilities.

11.2 Subject to clause 11.3, the cumulative, aggregate liability of intY (including, without limitation, for costs awarded under the Agreement) to End Customer for all claims, liabilities and damages arising out of or in relation to the Agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), by way of indemnity, or otherwise, shall not exceed the lower of:

11.2.1 monies actually paid by End Customer to intY under the Agreement in the

12 months preceding the date on which the claim arose; or

    11.2.2   twenty thousand dollars (USD$ 20,000).

11.3   Nothing in these Conditions shall exclude or limit intY's liability for:

    11.3.1   fraud or fraudulent misrepresentation;

    11.3.2   personal injury or death caused by the negligence of its employees in connection with the performance of their duties hereunder; or

    11.3.3   any other liability that cannot be excluded by law.

12 TERM AND TERMINATION

12.1   The Agreement shall commence on the Effective Date and shall continue until terminated as provided in these Conditions.

12.2   Either party may by written notice to the other terminate the Agreement on not less than 30 days' written notice at any time.

12.3   Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement with immediate effect on written notice and without liability to the other if the other party:

    12.3.1   commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 21 days of that party being notified in writing of the breach;

    12.3.2   is unable to pay its debts as they fall due; becomes insolvent; enters into liquidation (whether voluntary or compulsory); an administration order is made or a receiver and/or administrative receiver is appointed in respect of all or any of the other party's assets; the other party makes or proposes a voluntary arrangement with its creditors; if any procedural step is taken in relation to or with a view to any of the above; or if any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the foregoing events; and/or

    12.3.3   suspends or ceases or threatens to suspend or cease to exist or to carry on trading or a substantial part of its business.

12.4   Without prejudice to any other rights or remedies to which intY may be entitled, intY may terminate the Agreement with immediate effect on written notice and without liability to End Customer:

    12.4.1   in the circumstances set out in clause 5.12;

    12.4.2   if End Customer does or omits to do anything that has the intention or effect of damaging intY's business or reputation or of reducing the brand value of CASCADE; or

12.4.3   if End Customer undergoes a change of Control.

13 EFFECTS OF TERMINATION

13.1   Upon termination of this Agreement, all rights and licences of the End Customer under this Agreement shall terminate.

13.2   Termination of the Agreement shall not affect 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.

13.3   Termination of this Agreement will end the ability of the End Customer to access data stored in the respective Vendor's applications and systems.

13.4   Any clause of this Agreement that expressly or by implication is intended to survive termination or expiration of this Agreement shall remain in full force and effect.

13.5   For the avoidance of doubt intY will not refund any subscription or other fees paid to it in respect of any subscription period after the date of termination.

14 FORCE MAJEURE

14.1   Neither party shall in any circumstances be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, power outage, internet backbone failure, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, epidemic or pandemic, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three months, the party not affected may terminate the Agreement by giving 30 days' written notice to the other party.

15 GENERAL

15.1   No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.2   If any term of the Agreement is found to be illegal, invalid or unenforceable under any Applicable Laws, such term shall, insofar as it is severable from the remaining terms (or capable of modification), be deemed omitted from the Agreement (or modified as appropriate) and shall in no way affect the legality, validity or unenforceability of the remaining terms which shall remain in full force and effect.

15.3   Each of the parties acknowledges and agrees that in entering into the Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

15.4   These Conditions and any documents referred to in them (including the EULA) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of the Agreement.

15.5   Except as set out in these Conditions, no variation of the Agreement by End Customer, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by intY.

15.6   End Customer shall not, without the prior written consent of intY, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. intY may assign, transfer or subcontract any of its rights and/or obligations to any Group Company or to any acquirer of all or substantially all of intY's assets or business relating to the subject matter of the Agreement.

15.7   Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

15.8   Save as expressly provided in these Conditions, no term of the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

15.9   Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, recorded delivery post or pre-paid airmail providing proof of delivery to the other party at such address as is notified by that party for such purposes from time to time, to the address notified by the other party and in the case of notices sent to intY a copy shall be sent via email to legal@inty.com . A notice delivered by hand will be deemed to have been received when delivered. A correctly addressed notice sent by pre-paid post will be deemed to have been received in the case of pre-paid recorded delivery two Business Days after the date of posting, or in the case of airmail, five Business Days after the date of posting. A notice given by email will be deemed to be served when sent.

16 LAW AND JURISDICTION

16.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with English law.

16.2 Dispute Resolution:

(a) If at the date of the relevant transaction the End Customer is not domiciled in the United Kingdom, all disputes arising out of or in connection with this Agreement including any question regarding the validity, existence or termination of this EULA and/or this arbitration clause, shall be referred to and finally resolved by arbitration in London conducted in the English language by a sole arbitrator pursuant to the LCIA Arbitration Rules which are deemed to be incorporated by reference into this clause. Furthermore, intY shall not be prevented from making any application for or relying on any LCIA Emergency Procedures as defined by the LCIA Rules.

(b) Notwithstanding Clause 16.2 (a) above, intY shall not be prevented from seeking to obtain interim relief in respect of its claims or counterclaims in legal proceedings in any jurisdiction which shall include without limitation (i) applications made in any jurisdiction for, or ancillary to, the obtaining of security or (ii) applications made pursuant to the courts powers under the English Arbitration Act 1996 in support of arbitration proceedings.

(c) If at the date of the relevant transaction the End Customer is domiciled in the United Kingdom, all disputes arising out of or in connection with this Agreement are subject to the non-exclusive jurisdiction of the courts of England & Wales, and the clauses 16.2 (a) and (b) above do not apply.