

Master Service Agreement

Terms & Conditions

The definitions used throughout these Terms and Conditions are defined at the end and more particularly in the Order Form to be signed by the parties.

1. Agreement for use of Services

- 1.1. Infinite Choice Media Limited, trading as 4Sight ("4Sight") has established a digital health and analytics tool, the component elements of which are set out in the Section A of the Order Form "Service Description" (the "Services").
- 1.2. The order for Services as set out in the Order Form constitutes an offer by you (the "Client") to purchase the Services in accordance with these terms and conditions.
- 1.3. The offer by the Client to purchase the Services as set out in clause 1.2 above shall only be deemed to be accepted when 4SIGHT signs the Order Form at which point and on which date the Agreement between 4SIGHT and the Client for the supply of Services in accordance with these Terms and Conditions shall come into existence.
- 1.4. Any samples, drawings, descriptive matter or advertising issued by 4SIGHT, and any descriptions or illustrations contained in 4SIGHT's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.
- 1.5. These Terms and Conditions apply to the Agreement to the exclusion of any other terms the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.6. Any quotation given by 4SIGHT shall not constitute an offer, and is only valid for a period of [20] Business Days from its date of issue.
- 1.7. The Client wishes to access and use the Services for the maximum number of staff as set out in the Section A of the Order Form.
- 1.8. In consideration of the payment of all Setup Fees and Licence Fees (together the "Fees") as set out in Section B of the Order Form, 4SIGHT hereby grants the Client a non-exclusive, non-transferable, revocable licence to use the Services and sub-licence the use thereof to the Users for the Service Period and solely in accordance with these Terms, unless varied in writing by a Director of Infinite Choice Media Limited, trading as 4Sight.



- 1.9. The right to sub-licence the Services to the Users shall include such number of staff as is within the number set out in the Order Form Section A, but not more than such number.

2. Supply of Services

- 2.1. 4SIGHT shall supply the Services to the Client in accordance with this Agreement in all material respects.
- 2.2. 4SIGHT shall use all reasonable endeavours to meet any performance dates agreed in writing between the parties but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 2.3. 4SIGHT reserves the right to amend any specification if necessary to comply with any applicable law or regulation, requirement, or if the amendments will not materially affect the nature or the quality of the Services.
- 2.4. 4SIGHT warrants to the Client that the Services will be provided using reasonable care and skill.

3. Payment of Service Fee

- 3.1. The Client shall pay the Fees in the amount and on the dates set out in the Order Form Section B. The Fees are exclusive of VAT (or local sales tax or any other applicable taxes) which shall be payable by the Client on invoice where applicable.
- 3.2. All payments shall be made by the Client to 4SIGHT in UK Pounds Sterling or as otherwise agreed with 4SIGHT by electronic transfer only to the account of 4SIGHT as detailed on the invoice, unless otherwise agreed by 4SIGHT in writing. All invoices shall be paid within 30 days of the invoice date. No payment shall be deemed to have been received until 4SIGHT has received cleared and unencumbered funds.
- 3.3. Fees paid by cheque or any other form of non-electronic form of funds transfer will attract a surcharge of 5% or a minimum of £250, whichever is the highest.
- 3.4. If the Client fails to make payment to 4SIGHT when due and payable, 4SIGHT shall be entitled to charge the Client interest on the overdue amount from the due date until the date of actual payment, after as well as before judgment, at a rate of 8% per annum above the then base rate of the Bank of England.
- 3.5. 4SIGHT shall be entitled to vary the User Licence Fee payable (including by way of an increase) (i) at the end of each Licence Fee Period, such change to take effect in respect of any renewed User Licence Fee or (ii) upon any upgrade to the Services agreed with the Client, such change to take effect immediately upon such agreement. 4SIGHT shall give the Client not less than 30 days' notice of any variation to the Licence.



3.6. The Client acknowledges and agrees that the place of supply, for VAT/Sales Tax purposes, of the Subscription is considered to be Client's address specified in the Order Form Section C.

4. Change of Service

4.1. During the Service Period or upon renewal, the Client may request a change to the Services and/or to purchase additional products and services. Within 15 days of receipt of a change request, 4SIGHT shall submit to the Client a written quotation specifying changes to the Fees as it determines as necessary and arising from such a change request. Following receipt of that quotation the Client may either;

- a) accept the quotation, in which case the Fees and definition of Services shall be deemed amended accordingly; or
- b) reject the quotation, in which case Fees and definition of Services will continue in force unchanged for the remainder of the Service Period.

5. Service suspension

5.1. 4SIGHT reserves the right to suspend access to the Services temporarily in the event of unforeseen urgent maintenance, planned downtime (where such downtime has been notified to the Client in advance), technical difficulties or for an Event Outside Our Control (as defined in clause 9 below). Where interrupted 4SIGHT shall use all reasonable endeavours to resume the availability of the Services as soon as reasonably practicable.

6. Client's Obligations

6.1. The Client will ensure that all Users use the Services strictly in accordance with this Agreement, and 4SIGHT terms and conditions.

6.2. The Client will:

- a) take necessary precautions and measures to avoid unauthorised distribution of Information relating to the Services;
- b) keep secure login any and all details and passwords that 4SIGHT provides.

6.3. The Client shall at all times act in good faith with a view to ensuring 4SIGHT is able to provide the Services in the manner contemplated in the Order Form signed by the parties. Without limiting the foregoing, 4SIGHT shall rely upon each of the following obligations upon the Client in order to be able to successfully provide the Services in accordance with this Agreement, namely:

- a) ensuring that the terms set out in the Order Form and any information the Client provides are complete and accurate.



- b) complying with any responsibilities and/or dependencies pursuant to an applicable Order Form;
- c) co-operating with 4SIGHT in all matters relating to Services including but not limited to providing all such information and assistance as 4SIGHT may reasonably require or the Client considers necessary in order to enable 4SIGHT to properly undertake its obligations;
- d) provide 4SIGHT, its employees, agents, consultants and sub-contractors, with access to the Clients premises, office accommodation and other facilities as reasonably required by 4SIGHT;
- e) comply with all applicable laws, including health and safety laws;
- f) providing timely access to a Client point of contact whether to reach conclusions on changes to the Services, gain all necessary Licences, permissions, consents and approvals where required, or otherwise.

6.4. If 4SIGHT 's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

- a) without limiting or affecting any other right or remedy available to it, 4SIGHT shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays 4SIGHT 's performance of any of its obligations;
- b) 4SIGHT shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from 4SIGHT 's failure or delay to perform any of its obligations as set out in this clause 6.4; and
- c) the Client shall reimburse 4SIGHT on written demand for any costs or losses sustained or incurred by 4SIGHT arising directly or indirectly from the Client Default.

7. Warranties & Disclaimers

7.1. 4SIGHT warrants that:

- a) it shall perform its obligations under this Agreement with all due skill, care and diligence;
- b) it shall use all reasonable endeavours to ensure that 4SIGHT Web Tool is maintained securely and is backed-up;
- c) the Services will comply with all applicable laws in England; and



Registered address: Meadow View
Huish, Okehampton Devon EX20 3EL
Company no: 10758424

Version 1.7

- d) it has full power and authority to enter into this Agreement and perform its obligations under this Agreement.

- 7.2. 4SIGHT reserves the right to update and make changes to the algorithms within the Services at any time and without notice.
- 7.3. The Services is not intended to diagnose, treat, cure, or prevent any illness or disease whether physical or mental and 4SIGHT makes no claim otherwise. 4SIGHT is not a medical care provider and has no expertise in diagnosing or treating medical conditions or in determining the effect of physical activity on individuals and/or medical conditions. The Services is not, and makes no claim to be, a substitute for professional medical advice and the Client expressly acknowledges that and warrants that each user is fully aware of that.
- 7.4. Data and information presented through the Services is not intended to match that of medical publications.
- 7.5. 4SIGHT reserves the right to update and make changes to the algorithms it uses at any time and without notice.
- 7.6. Information provided as part of the Services (including User Data) is based upon information obtained from sources which 4SIGHT believes in good faith to be reliable and evidence based, however the Client acknowledges that 4SIGHT does not represent, warrant or guarantee the accuracy, correctness, integrity, completeness or timeliness of any part of that Information and Client hereby acknowledges and accepts that 4SIGHT does not audit or verify the accuracy of the information or data provided to it by Client, any User, or any other third party.

8. Liability

- 8.1. No representation, warranty, condition or term applies to any of the Services or obligations upon 4SIGHT pursuant to this Agreement save as expressly set out in this Agreement. The warranties set out expressly in this Agreement are in lieu of all other warranties or representations express or implied. 4SIGHT specifically disclaims any warranty or representation that the Services will meet Client's or any User's expectations and/or requirements, that the operation or use of Services will be uninterrupted or error-free, that any defects in Services will be correctable or corrected, or that the Services is compatible with any particular platform.
- 8.2. Subject to clause 8.4 below, the total liability of Infinite Choice Media Limited, trading as 4Sight, its affiliates, officers, directors, contractors and employees, collectively for claims under this Agreement (and whether the liability arises because of breach of contract, in tort or for any other reason) shall be limited to the amounts paid to 4SIGHT hereunder during the twelve (12) month period immediately preceding the event or circumstances first giving rise to such liability. This limit of liability is cumulative and not per-incident.



8.3. Subject to clause 7.4 below, in no event shall Infinite Choice Media Limited, trading as 4Sight , its affiliates, officers, directors, contractors or employees, be liable for any special, incidental, indirect or consequential damages, or for lost revenue; lost profits; loss of or damage to goodwill or reputation; loss of data; loss of contracts; or loss of customers; in each case only to the fullest extent permissible at law; and for the purposes of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss. Whether arising in contract, tort (including negligence), or otherwise, even if such party has been informed of the possibility thereof.

8.4. Nothing in this Agreement shall limit or exclude Infinite Choice Media Limited, trading as 4Sight 's liability for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any matter in respect of which it would be unlawful for 4SIGHT to exclude or restrict liability.

8.5. This clause 8 shall survive termination of the Agreement.

9. Events Outside Our Control

9.1. 4SIGHT will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by any act or event beyond our reasonable control.

9.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Agreement:

- a) we will contact you as soon as reasonably possible to notify you; and
- b) our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

9.3. You may cancel the Agreement affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will resend you the price you have paid, less the charges reasonably and actually incurred by us in performing the Services up to the date of the recurrence of the Event Outside Our Control.



10. Term and Termination

- 10.1. Upon expiry of the Service Period, the Agreement shall continue in full force and effect unless and until terminated by either party upon providing the other party with at least ninety (90) days' written notice of termination.
- 10.2. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the rights to claim damages in respect of any breach of the Agreement which existed at or before the date of the termination or expiry.
- 10.3. Any provision of these Terms and Conditions expressly or by implication are intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and affect.
- 10.4. Either party may terminate this Agreement immediately on written notice to the other party in the event the other party:
- a) commits a material breach of its obligations under this Agreement and in the case of a remediable breach, fails to remedy it within 30 days of the date of receipt of notice from the other; or
 - b) becomes insolvent or bankrupt, ceases or threatens to cease to carry on business or is unable to pay its debts or any step is taken for the appointment of an administrator or receiver or any analogous event occurs in any jurisdiction throughout the world.
- 10.5. 4SIGHT may, without prejudice to its other rights or remedies, suspend access to the Services (in whole or in part) at any time, in writing, pursuant to a material breach by the Client of any term of this Agreement, provided that it shall withdraw the suspension and recommence such Services upon remedy of the material breach or payment of the overdue Services Fee.
- 10.6. Upon the termination or expiry of this Agreement:
- a) the licences granted pursuant to this Agreement shall terminate with immediate effect;
 - b) 4SIGHT shall be entitled to immediately and at any time thereafter to cease the provision of the Services;
 - c) any and all payments due to 4SIGHT shall become immediately due and payable as at the date of termination; and
 - d) notwithstanding the above, should the Client use, or permit the use of the Services at any time post-termination, then it shall be liable for all Fees payable



in respect of such use as determined by and in accordance with the terms of this Agreement shall continue to apply.

11. Confidentiality

- 11.1. Each party receiving Confidential Information (the “Receiving Party”) from the party disclosing Confidential Information (the “Disclosing Party”) undertakes to:
- a) keep confidential the Confidential Information;
 - b) not without the written consent of the Disclosing Party disclose the Confidential Information in whole or in part to any other person save for those of the Receiving Party’s employees who have a need to know the same and any government authority as may be required by law and use the Confidential Information solely in connection with the performance of their respective obligations hereunder and not for its own benefit or the benefit of any third party.
- 11.2. The provisions of clause 11.1 above shall not apply to the whole or a part of the Confidential Information to the extent that it is:
- a) already lawfully in the Receiving Party’s possession on the date of its disclosure unless it is of a confidential nature: or
 - b) in the public domain other than as a result of a breach of this clause. Each party undertakes to the other to make all relevant employees aware of the confidentiality of the Confidential Information under the provisions of this clause and without limitation of the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents, advisers and sub-contractors under the provisions of this clause.

12. Intellectual Property

- 12.1. The Client acknowledges that all Intellectual Property Rights in the Services and any Intellectual Property Rights created by or on behalf of 4SIGHT during the term of this Agreement, whether in respect of the Services, for or at the request of the Client or otherwise, belong to and shall remain owned solely and exclusively by 4SIGHT or its licensors and the Client shall have no rights in or to the Services other than the right to use the same in accordance with these Terms. The software which operates the Services is proprietary software and the Client is not permitted to use it except as expressly allowed under the terms of this Agreement. Such software may not be copied, reverse engineered, modified or otherwise dealt with by the Client.
- 12.2. The Client shall not sub licence, assign or otherwise transfer the rights granted to it under the Agreement other than those rights set out in clause 1.3 and 1.4 of the Terms and Conditions.



12.3. 4SIGHT agrees to defend any demand, claim or action made against the Client that the Services licensed to the Client pursuant to these Terms and Conditions infringe any third party Intellectual Property ("Claim") and shall indemnify the Client against those amounts awarded in a final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim ("IPR Indemnity") provided that the Client;

- a) notifies 4SIGHT in writing of such Claim promptly following receipt of notice;
- b) tenders control of the defence and settlement negotiations to Infinite Choice Media Limited, trading as 4Sight:
- c) provides 4SIGHT all non-privileged information and communications received by the Client concerning such Claim.
- d) provides reasonable assistance to 4SIGHT when requested; and
- e) grants 4SIGHT full and exclusive control of the defence and settlement of any Claim and any subsequent appeal.

12.4. 4SIGHT shall have no obligation under this clause 12.4 for any Claim based upon any unauthorised modification of the Services by or for the Client, or its combination, operation or use with programs or equipment not specified or authorised by Infinite Choice Media Limited, trading as 4Sight. If such claim is made or is likely to be made, 4SIGHT may elect;

- a) to procure for the Client the right to continue to use the Services
- b) to replace the Services or any portion thereof, with a substantially similar Services;
- c) to modify the Services so that it does not infringe or misappropriate, provided that the modified Services performs substantially in accordance with the applicable specifications; or
- d) to terminate this Agreement and to refund to the Client a prorated portion of any applicable Service Fee paid.

13. Marketing and Public Relations

13.1. 4SIGHT shall be entitled to publicise that the Client is a customer of Infinite Choice Media Limited, trading as 4Sight, which shall include the right to refer to the Client in press releases, all marketing material, websites, social media and at business development meetings. Any further publication of the Client relationship shall be on a mutually agreed basis and/or in line with a mutually agreed marketing or promotional plan or strategy.



14. Processing of Personal Data

Definitions

14.1. In this clause 14:

- a) Controller, Data Subject, International Organisation, Personal Data, Personal Data Breach, Processor and processing shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly);
- b) Data Protection Laws means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including:
 - (i) the GDPR;
 - (ii) the Data Protection Act 2018;
 - (iii) any laws which implement any such laws;
 - (iv) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and
 - (v) all guidance, guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to such Data Protection Laws (in each case whether or not legally binding);
- c) GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679;
- d) Protected Data means Personal Data received from or on behalf of the Client, or otherwise obtained in connection with the performance of 4SIGHT 's obligations under this Agreement;
- e) Sub-Processor means any agent, subcontractor or other third party engaged by 4SIGHT (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data; and
- f) supervisory authority means any regulator, authority or body responsible for administering Data Protection Laws.



Compliance with Data Protection Laws

14.2. The parties agree that the Client is a Controller and that 4SIGHT is a Processor for the purposes of processing Protected Data pursuant to this Agreement. 4SIGHT shall, and shall ensure its Sub-Processors and each of 4SIGHT Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause the Client (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Agreement relieves 4SIGHT of any responsibilities or liabilities under Data Protection Laws.

14.3. 4SIGHT shall indemnify and keep indemnified the Client against:

- a) all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by 4SIGHT of its obligations under this clause¹⁴; and
- b) all amounts paid or payable by the Client to a third party which would not have been paid or payable if 4SIGHT's breach of this clause 14 had not occurred.

Instructions

14.4. 4SIGHT shall only process (and shall ensure 4SIGHT Personnel only process) the Protected Data in accordance with this Agreement and the Client's written instructions from time to time (including when making any transfer to which clause 14.7 relates) except where otherwise required by applicable law (and in such a case shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). 4SIGHT shall immediately inform the Client if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

Security

14.5. 4SIGHT shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in the Annexure and shall reflect the nature of the Protected Data.



Sub-processing and personnel

14.6. 4SIGHT shall:

- a) not permit any processing of Protected Data by any agent, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that Sub-Processor by the Client and only then subject to such conditions as the Client may require;
- b) ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services;
- c) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this clause 14 in respect of Protected Data that (without prejudice to, or limitation of, the above):
 - (i) includes providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the Protected Data will meet the requirements of all Data Protection Laws; and
 - (ii) is enforceable by 4SIGHT,and ensure each such Sub-Processor complies with all such obligations;
- d) remain fully liable to the Client under this Agreement for all the acts and omissions of each Sub-Processor and each of 4SIGHT Personnel as if they were its own; and
- e) ensure that all persons authorised by 4SIGHT or any Sub-Processor to process Protected Data are reliable and:
 - (i) adequately trained on compliance with this clause 14 as applicable to the processing;
 - (ii) informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;
 - (iii) subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
 - (iv) provide relevant details and a copy of each agreement with a Sub-Processor to the Client on request.



International transfers

14.7. 4SIGHT shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written authorisation of the Client (which may be refused or granted subject to such conditions as the Client deems necessary).

Breach

14.8. 4SIGHT shall promptly (and in any event within 24 hours):

- a) notify the Client if it (or any of its Sub-Processors or 4SIGHT Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data; and
- b) provide all information as the Client requires to report the circumstances referred to in clause a)14.8 a) to a supervisory authority and to notify affected Data Subjects under Data Protection Laws.

Deletion/return

14.9. 4SIGHT shall (and shall ensure that each of the Sub-Processors and 4SIGHT Personnel shall) immediately, at the Client 's written request, either securely delete or securely return all the Protected Data to the Client in such form as the Client reasonably requests after the earlier of:

- a) the end of the provision of the relevant Services related to processing of such Protected Data; or
- b) once processing by 4SIGHT of any Protected Data is no longer required for the purpose of 4SIGHT 's performance of its relevant obligations under this Agreement,

and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, 4SIGHT shall inform the Client of any such requirement).

14.10. This clause 14 shall survive termination or expiry of this Agreement for any reason.

Cost

14.11. 4SIGHT shall perform all its obligations under this clause 14 at no cost to the Client.

Rights of Data Subjects



Registered address: Meadow View
Huish, Okehampton Devon EX20 3EL
Company no: 10758424

Version 1.7

14.12. Nothing in this Agreement affects the rights of Data Subjects under Data Protection Laws (including those in Articles 79 and 82 of the GDPR or in any similar Data Protection Laws) against the Client, 4SIGHT or any Sub-Processor.

15. General

15.1. Nothing in this Agreement shall be construed as constituting a partnership between or joint venture by the parties and neither shall be, or hold itself out to be, the agent of the other.

15.2. No waiver by any of the parties of any breach of any term of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other term.

15.3. This Agreement supersedes all prior agreements, understandings, proposals, tenders and arrangements of whatever nature in respect of the subject matter hereof, whether written or oral, and in whatever media, and sets out the entire agreement and understanding between the parties relating to its subject matter.

15.4. The parties hereby acknowledge and agree that neither of them has been induced to enter into this agreement in reliance upon, nor have they been given any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement, and to the extent that any of them, the relevant party hereby unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

15.5. This Agreement applies in place of and prevails over any terms or conditions contained or referred to in correspondence or elsewhere or implied by law (to the extent the same can hereby be excluded), trade custom or course of dealing and any purported contrary or inconsistent provision is hereby excluded

15.6. Any amendment or variation to this Agreement must be in writing and agreed in writing by both parties. Any notice given under the terms of this Agreement shall be given in writing and sent to Infinite Choice Media Limited, trading as 4Sight 's address set out in Section 1. Where notice is given in writing in the form of an email the receiving party must confirm receipt of the email by return for the notice to be valid

15.7. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

15.8. This Agreement is governed by, and will be construed in accordance with, the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English Courts over any claim, dispute or other matter arising under or in connection with this Agreement.



16. Definitions

16.1. In this Agreement (which expression includes the recitals, schedules, annexes and any appendices or attachments) words and phrases shall, unless the context otherwise requires, have the following meanings, or have the meanings set out alongside them in the Order Form:

Agreement	The Order Form and these Terms & Conditions
Information	any and all written, numeric, and multimedia content provided by the Licensor as part of the Services, including via that provided via the Licensor's on-line and mobile platforms;
User(s)	an individual member of Client's staff influenced by or interacting with Infinite Choice Media Limited, trading as 4Sight 's Services;
User Data	data specific to Users of the Services including email addresses, height, weight, age, gender, step counts, and calorie counts;
De-identified User Data	User data stripped of Personally Identifiable Data (PID) attributes;
Aggregated User Data	De-identified User Data which has been grouped or aggregated;
Privacy Policy	Infinite Choice Media Limited, trading as 4Sight 's privacy policy;
Confidential Information	this Agreement and all information obtained by one party from the other pursuant to this Agreement which is expressly marked as confidential or which is manifestly of a confidential nature or which is confirmed in writing to be confidential within 7 days of its disclosure, and shall include all technical or commercial know-how or data, software code, programming tools, specifications, designs, inventions, methodologies, methods, techniques, processes, initiatives or any other information which is of a confidential nature;
Intellectual Property Rights	Intellectual patents, rights to inventions, Property Rights copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential information (including know-how and trade secrets) and any other intellectual property rights (but excluding all intellectual property rights in respect of open source materials), in each case whether registered or unregistered, and including any edits, modifications, iterations, version and/or updates thereof, and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Licence Fee Period	The term of the active agreement;



Annexure

- 1 Without prejudice to its other obligations, 4SIGHT shall implement and maintain at least the following technical and organisational security measures to protect the Protected Data:
 - 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, 4SIGHT shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

