



MSS SOFTWARE LICENCE AGREEMENT

BETWEEN

- (1) EQUINE AFFAIRS LIMITED incorporated and registered in England and Wales with company number 03896997 whose registered office is at 29 Denton Drive, Marston Moretaine, Bedfordshire, MK43 0NA (the "**Supplier**"); and
- (2) the "**Customer**".

WHEREAS

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's services subject to the terms and conditions of this agreement.

IT IS HEREBY AGREED

1. Interpretation

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

"Agreed Purposes"

the purpose of enabling riders to participate in, and record information about, events organised by the Customer.

"Authorised Users"

those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2.2.

"Business Day"

a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Change of Control"

shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression *change of control* shall be construed accordingly.

"Confidential Information"

information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.6 or

clause 11.7.

"Customer Data"

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

"Documentation"

the document made available to the Customer by the Supplier online via the Website or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

"Data Protection Legislation"

means all applicable legislation in force from time to time in the United Kingdom applicable to data protection, privacy and electronic communications, including, but not limited to, the United Kingdom General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, the Data (Use and Access) Act 2025, and any related regulations, statutory instruments, guidance, codes of practice or successor legislation, in each case as amended, updated, replaced or re-enacted from time to time;

"Effective Date"	the date of this agreement.
"Initial Licence Term"	12 months.
"Normal Business Hours"	9.00 am to 5.30 pm local UK time, each Business Day.
"Permitted Recipients"	the parties to this agreement, the employees of each party, and any third parties engaged to perform obligations in connection with this agreement.
"Renewal Period"	the period described in clause 14.1.
"Services"	the services provided by the Supplier to the Customer under this agreement via the Website or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.
"Shared Personal Data"	the personal data to be shared between the parties under clause 4 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to riders that enter an event (organised by the Customer), using the Online Entries Shopping Basket provided by MyRidingLife Software (i.e via www.myridinglife.com / www.equineaffairs.com / 3rd party websites linking to the direct Event URLs): a) Identity Data (includes first name, last name, username or similar identifier, title, date of birth and gender); b) Contact Data (includes address, email address and telephone numbers); c) Profile Data (includes information about horse(s), information about events entered (the events, the results of those events, any commentators notes about events entered, comments about events entered), information about vehicles used to attend events, information about the owner of horse(s), User Society Registration data).
"Software"	the online software applications provided by the Supplier as part of the Services.

"Licence Fees"	the licence fees payable by the Customer to the Supplier for the User Licences, as set out in paragraph 1 of Schedule 1.
"Licence Term"	has the meaning given in clause 14.1 (being the Initial Licence Term together with any subsequent Renewal Periods).
"Support Services Policy"	the Supplier's policy for providing support in relation to the Services as made available on the Website or such other website address as may be notified to the Customer from time to time.
"User Licences"	the user licences purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.
"Virus"	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by 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.

"Website" www.myshowsecretary.co.uk

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes and e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. User Licences

- 2.1 Subject to the Customer purchasing the User Licences in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Licence Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
 - 2.2.1 the Customer acknowledges that the Services may operate using a single customer account login. The Customer shall ensure that only Authorised Users are permitted to access or use that account;
 - 2.2.2 the Customer shall maintain a written, up-to-date list of current Authorised Users, including name, email address and mobile number where reasonably required by the Supplier, and shall provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
 - 2.2.3 all password/login information and access credentials for the Services shall be kept confidential and used only by Authorised Users;
 - 2.2.4 the Customer shall follow the Supplier's reasonable security requirements and recommendations from time to time, including any system-led password reset, auto-expiry, passkey, SSO or other authentication controls made available through the Services.
 - 2.2.5 The Customer shall promptly update its Authorised User list and change any password/login information where an Authorised User leaves, no longer requires access, or is no longer authorised to use the Services.
 - 2.2.6 the Customer shall permit the Supplier to audit the Services and/or the Customer's Authorised User list in order to establish who is authorised to access or use the Services. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business.
- 2.3 The Customer shall not access, store, upload, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - 2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

- 2.3.2 facilitates illegal activity;
- 2.3.3 depicts sexually explicit images;
- 2.3.4 promotes unlawful violence;
- 2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 2.3.6 is otherwise illegal or causes damage or injury to any person or property;

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

2.4 The Customer shall not:

- 2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement (see clause 2.8 and 2.9 below):
 - (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 2.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- 2.4.3 use the Services and/or Documentation to provide services to third parties; or
- 2.4.4 subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- 2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.6 The Supplier shall be entitled to suspend the Customer's access to the Services if it reasonably suspects that the Customer is in breach of clauses 2.3, 2.4 or 2.5 above.
- 2.7 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.8 The Customer is permitted to embed into their own website iframes/specific code provided by the Supplier in order to promote the Customer's events (that can be entered by riders

using the Supplier's services). Any such webpage of the Customer that uses the Supplier's iframe/specific code shall prominently display the Supplier's MYRIDINGLIFE trade mark, logo and text as notified by the Supplier.

- 2.9 The Customer is permitted to embed into their own website and in online promotional material, direct links to the following parts of the Website: their event schedules, live streams of event/entries/times/results. Any such webpage or material of the Customer that includes a link to the Website shall prominently display the Supplier's MYRIDINGLIFE trade mark, logo and text as notified by the Supplier.
- 2.10 The Customer, without the express written advance consent of the Supplier, shall not create, make available or otherwise distribute any video, audio or other multimedia content, via the Internet or otherwise howsoever, which seeks to explain the use and/or functions of the Services, the Website or the Supplier's parallel website at www.myridinglife.com.

3. Services

- 3.1 The Supplier shall, during the Licence Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - 3.2.1 planned maintenance carried out during the maintenance window of 2 am to 6.30 am UK time; and
 - 3.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance (except where unforeseen emergency maintenance is required).
- 3.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

4. Data sharing

- 4.1 In this clause "controller", "data controller", "processor", "data processor", "data subject", "personal data", "processing" and "appropriate technical and organisational measures" shall have the meanings used in the Data Protection Legislation in force at the time.
- 4.2 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 4.3 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to

terminate this agreement with immediate effect.

4.4 Particular obligations relating to data sharing. Each party shall:

- 4.4.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 4.4.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 4.4.3 process the Shared Personal Data only for the Agreed Purposes;
- 4.4.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 4.4.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- 4.4.6 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- 4.4.7 not transfer any personal data outside of the United Kingdom or the European Economic Area unless such transfer is made in accordance with Data Protection Legislation and an appropriate lawful transfer mechanism is in place, which may include an adequacy decision, the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, standard contractual clauses, or any other lawful transfer mechanism available from time to time;

4.5 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- 4.5.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 4.5.2 promptly inform the other party about the receipt of any data subject access request;
- 4.5.3 provide the other party with reasonable assistance in complying with any data subject access request;
- 4.5.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- 4.5.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- 4.5.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 4.5.7 subject to clause 14.4.3 and any applicable retention, backup, audit, accounting, insurance, safeguarding or legal compliance requirements, at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
 - 4.5.8 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - 4.5.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 4 and allow for audits by the other party or the other party's designated auditor; and
 - 4.5.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.
- 4.6 **Indemnity.** Each party shall indemnify the other against direct liabilities, costs, expenses, damages and losses, including reasonable legal and professional costs, suffered or incurred by the indemnified party arising out of or in connection with a breach of the Data Protection Legislation by the indemnifying party, its employees, agents or sub-contractors, to the extent that such breach is caused by the acts or omissions of the indemnifying party, its employees, agents or sub-contractors. The indemnified party shall give the indemnifying party prompt notice of any claim, provide reasonable information and assistance in relation to the claim, and shall not make any admission of liability or agree any settlement without the indemnifying party's prior written consent, such consent not to be unreasonably withheld or delayed. The liability of the indemnifying party under this clause shall be subject to the limits and exclusions set out in clause 13.

5. Customer Data

- 5.1 The Customer shall ensure the legality, reliability, integrity, accuracy and quality of all Customer Data that it inputs.
- 5.2 The Customer shall comply with all applicable requirements of the Data Protection Legislation and ensure that it publishes and operates an appropriate privacy policy to its customers.
- 5.3 The Supplier shall maintain backup, archiving and disaster recovery procedures for Customer Data in accordance with its internal operational practices from time to time. The Supplier currently uses Microsoft Azure Cloud Services as part of its hosting, backup and/or disaster recovery arrangements. Such procedures are intended to support the resilience and recovery of the Services and do not constitute a separate backup, archiving, data export or data storage service for the Customer.
 - 5.3.1 The Customer may refer to the following documents and online resources for further details regarding Microsoft Azure's policies and practices in relation to data protection and cloud service compliance:

- (a) Microsoft Service Trust Portal for Microsoft Cloud Services: <https://servicetrust.microsoft.com/viewpage/GDPR>;
- (b) Microsoft Privacy and GDPR Overview: <https://www.microsoft.com/en-us/trust-center/privacy/gdpr-overview>;
- (c) Microsoft Service Trust Portal Document: Data Protection Impact Assessment: <https://servicetrust.microsoft.com/DocumentPage/c695beea-8a92-47a2-ad8d-1ada22b6fade>; and
- (d) General Data Protection Regulation (GDPR) Compliance Summary: <https://learn.microsoft.com/en-us/compliance/regulatory/gdpr?view=o365-worldwide&culture=en-us&country=us>.

5.3.2 These resources are provided for informational purposes only and do not form part of this Agreement unless expressly incorporated by reference.

- 5.4 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the most recent backup of such Customer Data maintained by the Supplier, where such backup is available. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and backup.
- 5.5 The Customer shall use the "export" and/or "reporting" facilities in their user account either weekly or in advance of events, whichever occurs sooner, as a manual back-up of Customer Data in relation to forthcoming events in case of system failure or similar. The Customer shall also be responsible for exporting any Customer Data, reports or records it requires prior to termination or expiry of this agreement, in accordance with clause 14.4.3.

6. Third party providers

- 6.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.
- 6.2 Where the Supplier uses third-party service providers to host, support, maintain, secure or administer the Services, such providers may have access to Customer Data only to the extent necessary to provide those services. The Supplier shall ensure that such providers are subject to appropriate confidentiality, security and data protection obligations and are not permitted to use Customer Data for their own purposes.

7. Supplier's obligations

- 7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:
- 7.2.1 does not warrant that the Customer's use of the Services will be uninterrupted, timely, secure, or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements and/or expectations; or that any errors in the Services will be corrected; and
- 7.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 7.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 7.5 The Supplier shall, in providing the Services, comply with its Privacy Policy published on its website at www.myshowsecretary.co.uk/siteterms/MSSPolicies.pdf from time to time.

8. Customer's obligations

- 8.1 The Customer shall:
- 8.1.1 provide the Supplier with:
- (a) all necessary co-operation in relation to this agreement; and
- (b) all necessary access to such information as may be required by the Supplier;
- in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- 8.1.2 when registering with the Website and at all other times, supply true, accurate,

current and complete information about itself, its events and riders in its events; if any such information is found to be untrue, inaccurate, not current or incomplete, or the Supplier has reasonable grounds to suspect such, then the Supplier has the right to:

(a) suspend or terminate the Services either temporarily or permanently; and/or

(b) charge an Administration Fee (see Schedule 1) to correct or otherwise remedy any issues that arise from the defective information.

- 8.1.3 ensure that the information referred to at 8.1.2 is maintained and updated in order to keep it true, accurate, current and complete;
- 8.1.4 comply with all applicable laws and regulations with respect to its activities under this agreement;
- 8.1.5 carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.1.6 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- 8.1.7 ensure that the Authorised Users read any and all system updates that are circulated by the Supplier from time to time (by email or via the Website's dashboard) and that they are aware of any changes and how those changes affect them;
- 8.1.8 ensure that the Authorised Users have read and use when necessary the Help Guide (<https://www.myshowsecretary.co.uk/siteterms/HelpGuide.pdf>) that may be made available by the Supplier, and that they bring any issues to the attention of the Supplier;
- 8.1.9 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- 8.1.10 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- 8.1.11 ensure that at all times it has all necessary network security and virus protection measures installed (the Customer accepts that it is solely responsible for the same);
- 8.1.12 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and
- 8.1.13 comply with the content standards set out in our Acceptable Use Policy published on its website available at: www.myshowsecretary.co.uk/siteterms/MSSPolicies.pdf from

time to time.

- 8.2 The Services will enable the Customer to allow riders to book onto events organised by the Customer. In using that part of the Services, the Customer shall:
- 8.2.1 only use a payment provider from the Supplier's approved list (which can be supplied on request), in respect of payments that the Customer takes from riders;
 - 8.2.2 be entirely responsible for the running of the Customer's event, and for fulfilling any contractual agreement as between the Customer and riders (the Customer agrees that the Supplier shall have no liability in this regard, and no related licence fee shall be refunded);
 - 8.2.3 be entirely responsible in relation to any refunds or chargebacks that are due to riders for any reason whatsoever (the Customer agrees that the Supplier shall have no liability in this regard, and no related licence fee shall be refunded);
 - 8.2.4 be entirely responsible for setting the entry fee to be paid by riders to enter events and ensuring that the fee is sufficient to cover the Licence Fees.
- 8.3 The Customer shall not seek to avoid the payment of any Licence Fees by taking Manual Entries (see Schedule 1) from riders to book onto events organised by the Customer and not uploading those details to the Website or otherwise not disclosing those entries to the Supplier. The Supplier shall be entitled to suspend the Customer's access to the Services if it reasonably suspects that the Customer is in breach of this clause 8.3.
- 8.4 The Services will enable the Customer to search for, access and create rider accounts on the Website and on the Supplier's parallel website at www.myridinglife.com. The Customer shall:
- 8.4.1 not create an account for a rider without the knowledge and express prior consent of that rider, and without first informing them that in doing so their details and personal data will accordingly be shared with the Supplier;
 - 8.4.2 not edit or otherwise modify a rider's account details without the knowledge and express prior consent of that rider;
 - 8.4.3 not search for riders without their knowledge and express prior consent;
 - 8.4.4 not enter a rider into an event of the Customer by using the Services without the knowledge and express prior consent of that rider.
- 8.5 The Supplier has the right to charge an Administration Fee (see Schedule 1) to correct or otherwise remedy any data-related or other issues that arise as a result of the Supplier uploading, transferring, replacing or updating any information to the Website.

9. Charges and payment

- 9.1 The Customer shall pay the Licence Fees to the Supplier for the User Licences in accordance with this clause 9 and Schedule 1.
- 9.2 The Customer shall on the Effective Date provide to the Supplier valid, up-to-date and complete approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details.
- 9.3 The Customer shall pay each invoice within 14 days after the date of such invoice.
- 9.4 If the Supplier has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- 9.4.1 the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 9.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.5 All amounts and fees stated or referred to in this agreement:
- 9.5.1 shall be payable in pounds sterling;
- 9.5.2 are, subject to clause 13.3.2, non-cancellable and non-refundable;
- 9.5.3 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 9.6 The Supplier shall be entitled to increase the Licence Fees at the start of each Renewal Period upon 90 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

10. Proprietary rights

- 10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 10.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. Confidentiality and compliance with policies

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.1.2 was in the other party's lawful possession before the disclosure;
 - 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.7 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.9 The above provisions of this clause 11 shall survive termination of this agreement, however arising.

12. Indemnity

- 12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation (including any claim from any rider due to the cancellation of any event organised by the Customer, or the quality of any event organised

by the Customer), provided that:

- 12.1.1 the Customer is given prompt notice of any such claim;
 - 12.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 12.1.3 the Customer is given sole authority to defend or settle the claim.
- 12.2 The Supplier shall defend the Customer against any third-party claim that the Services or Documentation, when used by the Customer in accordance with this agreement, infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts finally awarded against the Customer by a court of competent jurisdiction or agreed in settlement with the Supplier's prior written consent, provided that:
- 12.2.1 the Supplier is given prompt written notice of any such claim;
 - 12.2.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - 12.2.3 the Supplier is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall the Supplier, its employees, agents or sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 12.4.1 any modification of the Services or Documentation by anyone other than the Supplier;
 - 12.4.2 the Customer's use of the Services or Documentation in a manner contrary to this agreement, the Documentation or the Supplier's instructions;
 - 12.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority;
 - 12.4.4 any Customer Data, content, materials, information, instructions, configuration or branding provided by or on behalf of the Customer;
 - 12.4.5 the combination, operation or use of the Services or Documentation with any software, hardware, website, system, process, data or materials not supplied by the Supplier, where the infringement would not have occurred but for such combination, operation or use; or
 - 12.4.6 the Customer's failure to use any replacement, modification, update, workaround or corrected version of the Services or Documentation made available by the Supplier.

- 12.5 The foregoing and clause 13.3.2 states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of liability

- 13.1 Except as expressly and specifically provided in this agreement:

13.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by either the Customer or a third party in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

13.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

13.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.

- 13.2 Nothing in this agreement excludes the liability of the Supplier or the Customer:

13.2.1 for death or personal injury caused by negligence; or

13.2.2 for fraud or fraudulent misrepresentation.

- 13.3 Subject to clause 13.1 and clause 13.2:

13.3.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business (or business interruption), depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

13.3.2 the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Licence Fees paid for the User Licences during the 12 months immediately preceding the date on which the claim arose.

14. Term and termination

- 14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for an initial period of 12 months (the "Initial Term"). Thereafter, this agreement shall automatically renew for successive periods of 12 months (each a "**Renewal Period**") (together the "**Licence Term**"), unless:

14.1.1 the Customer provides at least 90 days' prior written notice of its intention not to renew, such notice to be given prior to the commencement of the next Renewal

Period, in which case this agreement shall terminate at the end of the then current term; or;

14.1.2 the agreement is otherwise terminated in accordance with the provisions of this agreement,

14.2 The Supplier may terminate this agreement with immediate effect and without notice if the Customer is in material breach of any of its obligations under this agreement.

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

14.3.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 60 days after being notified in writing to make such payment;

14.3.2 the other party commits a material breach of any other term of this agreement which breach is irremediable (for the avoidance of doubt an irremediable breach shall include a breach of clauses 2.3, 2.4 and 2.5), or, if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so;

14.3.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

14.3.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

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

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

14.3.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

14.3.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

14.3.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

14.3.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or

sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

14.3.11 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 events mentioned in clause 14.3.4 to 14.3.10 (inclusive);

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

14.3.13 there is a change of control of the other party.

14.4 On termination of this agreement for any reason:

14.4.1 all licences granted under this agreement shall immediately terminate, the Supplier shall disable the Customer's access to the Services, and the Customer shall immediately cease all use of the Services and/or the Documentation;

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

14.4.3 the Customer is responsible for exporting any Customer Data, reports or records it requires using the export and/or reporting facilities available within the Services before termination or expiry of this agreement. Following termination or expiry, the Supplier shall have no obligation to provide access to, extract, restore or deliver any Customer Data, reports or records, save where required by applicable law. The Supplier may retain or delete Customer Data in accordance with its data retention, backup and legal compliance procedures;

14.4.4 the Customer shall pay all invoices issued in relation to Services provided up to the date of termination;

14.4.5 except where the agreement has been terminated following a breach by the Customer of clauses 2.3, 2.4 or 2.5, where the Customer is paying the Licence Fees on the Annual Fee Model, the Customer shall, at the Supplier's sole and absolute discretion, be entitled to a pro-rata refund relating to the remaining Licence Term that has been paid for at the date of termination; and

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

15. Force majeure

15.1 The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident,

breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. Conflict

16.1 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

17. Variation

17.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

18.1 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.

19. Rights and remedies

19.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. Entire agreement

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

21.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22. Assignment

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

23. No partnership or agency

- 23.1 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

- 24.1 This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Notices

- 25.1 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 or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number, or sent by email to the other party's email address, as notified from time to time.
- 25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

26. Governing law

- 26.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

- 27.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed and delivered as an agreement on the date first stated above or when submitted and recorded via the secure online license submission in MSS.

Schedule 1 - Licence Fees

1. Licence Fees

The Licence Fees payable for each User Licence shall be as set out when signing the agreement on the MSS login, depending on whether the Customer chooses the Booking Fee Model, the Annual Fee Model, or a combination of both:

BOOKING FEE MODEL

The Customer shall pay the sum agreed at the Effective Date each time:

- (1) a rider completes a transaction using the Services to book a place in an event organised by the Customer; and
- (2) the Customer takes a Manual Entry of a rider into an event that is being organised by the Customer via the Services and/or the Website. For the avoidance of doubt, for these purposes a "Manual Entry" takes place when the Customer accepts an entry from any rider other than through the Website and then uploads it to the Website.

Depending on the method of booking, and the payment service provider used by the Customer, payment of the Licence Fees may be processed in one of the following ways:

- a) for online bookings, payment may be taken at the time of booking by the payment service provider and transferred directly to the Supplier;
- b) where the payment service provider does not transfer the relevant Licence Fees directly to the Supplier, including in respect of online bookings, the Supplier shall invoice the Customer at the end of each calendar month in respect of the Licence Fees payable for that calendar month; or
- c) for Manual Entry bookings, the Supplier shall invoice the Customer at the end of each calendar month in respect of the Licence Fees payable for that calendar month.

For the avoidance of doubt, the above fees relate to each and every act of booking to an event organised by the Customer, whether that booking is for a single entry or multiple entries. Those fees are not contingent on that event actually taking place. If an entry is made in error by the Customer, then that is the sole responsibility of the Customer and the fee shall still be payable in respect of that entry. All Licence Fees shall be non-refundable in all circumstances.

ANNUAL FEE MODEL

The Customer shall pay the sum agreed at the Effective Date per User Licence for each 12-month period starting from the Effective Date.

The Supplier shall invoice the Customer on the Effective Date for the Licence Fees payable in respect of the Initial Licence Term; and subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Licence Fees payable in respect of the next Renewal Period.

2. Administration Fees

The amount of these fees shall be dependent on the amount of time required to remedy the issue in

question and shall be charged at £45 per hour.

---end---

CONFIDENTIAL