

Version: ~~13 November 2024~~ 22 August 2025

## Terms of Business

### 1. INTRODUCTION AND INTERPRETATION

- 1.1 The following terms and conditions (the "**Terms of Business**") set out the basis on which you are entitled to use Greenlight.
- 1.2 Our agreement consists of the Terms of Business, the Fee Letter and the On-Line Privacy Statement.
- 1.3 In these Terms of Business, references to "we", "us" or "our" are references to aosphere and its successors and assigns.
- 1.4 In these Terms of Business, references to "you" or "your" are references to the party that has signed the Fee Letter and has authorised use of the Website. You may permit your Permitted Affiliates to access Greenlight for the same purposes as you are entitled to use Greenlight. However, you will ensure that each of those Permitted Affiliates complies with and is bound by the terms and conditions of our agreement, including all restrictions and exclusions of our liability. You are responsible to us for any breach of our agreement by any of those Permitted Affiliates and for any act or omission by any of those Permitted Affiliates as if that breach, act or omission had been committed, or omitted to have been done, as the case may be, by you. If any of your Permitted Affiliates ceases to be one of your Affiliates, each Authorised User of that Affiliate will, with effect from the date on which it ceases to be one of your Affiliates, cease to be an Authorised User.
- 1.5 Once we have accepted your completed application form requesting access to the Website and Greenlight we will notify you of the password you can use to access the Website and Greenlight.

### 2. DEFINITIONS

- 2.1 For the purpose of our agreement:

**"Affiliate"** means any company, partnership or other entity which directly or indirectly Controls, is Controlled by, or is under common Control with a party to this agreement.

**"Annual Access Charge"** means the annual fees as specified in the Fee Letter payable by you in order to access the Website and use Greenlight during the Initial Term and each Subsequent Year of our agreement.

**"Authorised User"** means any member of your or of any of your Permitted Affiliates' professional staff or any secondee to you or any of your Permitted Affiliates who requires access to the Website in order to fulfil the professional duties for which he or she was employed by or seconded to you or any of your Permitted Affiliates, as the case may be.

**"Bespoke Notes"** means the functionality deployed via Greenlight whereby your Authorised Users may, subject to the Bespoke Notes Limit, add internal notes, comments and supporting documents, assign internal reviewers and set review reminders in relation to your Bespoke Reports and any aosphere reports (as applicable).

**"Bespoke Notes Limit"** means any limitation on the addition of Bespoke Notes by your Authorised Users as set out in the Fee Letter.

**"Bespoke Reports"** means the functionality deployed via Greenlight whereby your Authorised Users may, subject to the Bespoke Report Limit and any other limits set out in the Fee Letter, upload bespoke content including, inter alia, legal opinions, legal memorandum, supporting documents, text, emails and all related content and other supporting documents uploaded and managed by you.

**"Bespoke Report Limit"** means the maximum number of Bespoke Reports, as set out in the Fee Letter, that your Authorised Users may create under the licence granted to you in paragraph 4.1.

**"Commencement Date"** means the date set out in the Fee Letter.

**"Content"** means any text, templates, guidance notes, taxonomy, software, database, format, graphic and written work and all other materials developed by, or on behalf of, us which are or form part of Greenlight.

**"Control"** means the ownership of more than 50% of the paid up value of issued share capital or the legal power to direct or cause the direction of the general management and policies of the party in question.

**"Fee Letter"** means the letter from us to you inviting you to apply for access to the Website, which sets out the Initial Set-Up Fee and Annual Access Charge payable by you to access the Website and Greenlight.

**"Greenlight"** means the content management system accessed through the Website, as amended and supplemented from time to time.

**"Indemnified Losses"** means all damages and reasonable costs (including legal fees) and expenses finally awarded against you or any of your Permitted Affiliates by a court of competent jurisdiction as a result of an IPR Claim.

**"Initial Set-Up Fee"** means the one-off initial fee payable by you in order to access the Website and use Greenlight for the first time.

**"Initial Term"** means the period starting on the Commencement Date and ending on the date specified in the Fee Letter.

**"Intellectual Property Rights"** means (i) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or not); (ii) applications for registration and the right to apply for registration for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

**"IPR Claim"** means any claim or action against you or any of your Permitted Affiliates by any third party in relation to the Content (but excluding Your Material) that the use or possession of the software contained in Greenlight (or any part of any of it) by you or any of your Permitted Affiliates infringes the copyright of that third party.

**"Permitted Affiliate"** means those of your Affiliates that we agree with you in writing from time to time are permitted to use Greenlight. "

**"Subsequent Year"** means the 12 month period starting on the day after the expiry of the Initial Term and each 12 month period commencing on any anniversary of that date.

**"Terms of Business"** has the meaning given to that term in paragraph 1.1.

**"Unauthorised Person"** means any person, other than an Authorised User.

**"User Limit"** means the maximum number of Authorised Users who have access to view and edit Bespoke Reports and Bespoke Notes as set out in the Fee Letter.

**"Website"** means the website through which we will make Greenlight available to you.

**"Year"** means the Initial Term and each Subsequent Year.

**"Your Material"** means the Bespoke Notes and Bespoke Reports, as applicable, uploaded by you to Greenlight.

- 2.2 In these Terms of Business and on the Website, all references to **"aosphere"** mean aosphere Limited, a limited company registered in England and Wales with registered number 15371365 and registered office at The Steward Building, 12 Steward Street, London E1 6FQ, United Kingdom.
- 2.4 In these Terms of Business, the headings used for each of the paragraphs do not affect its interpretation. Except as otherwise provided in these Terms of Business, any reference to an enactment is a reference to that enactment as it may be amended, extended, applied or re-enacted from time to time and includes references to any subordinate legislation made under that enactment. "Enactment" includes any legislation in any jurisdiction. References to persons include an individual, a body corporate and an unincorporated association of persons.
- 2.5 In these Terms of Business references to a person include an individual, a body corporate and an unincorporated association or persons; and subject to paragraph 13, references to a party to these Terms of Business include references to the successors or assigns (immediate or otherwise) of that party.

### 3. DELIVERY OF GREENLIGHT AND ACCESS TO THE WEBSITE

- 3.1 Greenlight will be made available to you through the Website or in such other form from time to time as we reasonably consider will not materially impair your ability to use Greenlight in accordance with the terms of our agreement. We will notify you with details of the Website and the password or passwords that you will need in order to access the Website or Greenlight. These individual user passwords may be changed by us from time to time. We will provide a minimum of 30 days advance written notice when making material changes in the form in which Greenlight is made available to you.
- 3.2 Access to the Website will be provided to you subject to our agreement and the documents referred to in it. We will use all reasonable commercial endeavours to maintain the availability of the Website. There will, however, be down-time when the Website cannot be accessed and we may have to suspend access to the Website for technical reasons (including, without limitation, maintenance and security reasons). Standard maintenance will be carried out on Saturday from 18:00 to 24:00 London time and the Website may be unavailable during this time. For maintenance at any other time you will be notified, where reasonably practical, at least 5 days in advance if any such maintenance is predicted to result in any interruption to the availability of the Website. Where reasonably practicable to do so, you will be notified in advance if there is to be a suspension for any other reason. We do not guarantee the availability to you of any third party links that we may provide from the Website or Greenlight. If you encounter any difficulties using the Website or

Greenlight you can report this by email using the technical support facility on the Website or by emailing support@aosphere.com. Assistance is available during London business hours only.

- 3.3 You are responsible for use of the Website and Greenlight by any person using your password or passwords. You will implement and maintain all commercially reasonable security procedures and follow any commercially reasonable instructions we give you in respect of security. You will take commercially reasonable steps to ensure the confidentiality of your password and prevent any Unauthorised Person accessing the Website or Greenlight through the use of your password or passwords.
- 3.4 If you know or suspect that an Unauthorised Person knows your password or passwords you will promptly notify us by email at support@aosphere.com. In that event, we will cancel your existing password(s) and allocate you a new password(s). You will comply with all applicable laws and regulatory requirements relating to your use of the Website and Greenlight. You will also comply with all reasonable instructions we give you relating to the Website and Greenlight.
- 3.5 You may create a hypertext link to the home page of the Website from your intranet, provided that access to Greenlight is limited to Authorised Users. Save as mentioned in the previous sentence you will not create a hypertext link to the Website or any Greenlight or "frame" the Website or Greenlight, except with our prior written consent.
- 3.6 You are responsible for all telecommunications charges relating to your use of the Website.
- 3.7 We shall subcontract (i) the hosting and management of the hosting environment of Greenlight and the Website to one or more third party hosting providers (the "**Hosting Providers**") and (ii) the systems development and technical support of the Greenlight and Website software applications to one or more third party technology providers (the "**Software Development Providers**"). The Hosting Providers and the Software Development Providers on the Commencement Date are as set out in the Fee Letter. We may in our sole discretion appoint new Hosting Providers or Software Development Providers should we deem it appropriate to do so and will provide a minimum of 4 weeks' notice of any such change of provider. In the event you do not wish to continue your subscription following notification that we shall be appointing any new Hosting Provider and/or Software Development Provider you may provide notice to us and terminate this agreement under paragraph 12.2.
- 3.8 The Website may be used to deliver other services and reports produced by us or our Affiliates to which you may or may not subscribe. Where these other services and reports are delivered via the Website these are subject to separate fee arrangements and separate and individual terms of business.

#### 4. LICENCE

- 4.1 We grant to you a non-exclusive, non-transferable licence for your Authorised Users to use Greenlight for your internal business purposes only and in accordance with these Terms of Business.
- 4.2 The licence granted under paragraph 4.1 is restricted to use of Greenlight and the Content for the purpose of creating, managing and viewing, as applicable, Bespoke Notes and Bespoke Reports subject to the Bespoke Report Limit and Bespoke Notes Limit.
- 4.3 Subject to paragraph 6, you will not alter or modify the whole or any part of Greenlight, or the Content nor merge any part of any software comprised in Greenlight with any other computer software programs nor, except to the extent expressly permitted by section 50B of the Copyright, Designs and Patents Act 1988, decompile, disassemble or reverse engineer the object code of any software comprised in any Greenlight, nor attempt to do any of these things.
- 4.4 You will not download, store, reproduce, distribute or copy Greenlight or the Content (and will not attempt to do any of these things) other than as is necessary for your use of Greenlight in accordance with the licence granted in paragraph 4.1 and 4.2. You will not remove or obscure any copyright notice or other notices contained in Greenlight or the Content.
- 4.5 Other than in relation to Your Material as between us and you, we (or our suppliers) own all Intellectual Property Rights in Greenlight, the Content, and the Website and you do not acquire, by virtue of our agreement, any right, title or interest in any of them other than the licence set out in paragraph 4.1 and 4.2. If third party software is required in order for you to use Greenlight, you will at your expense obtain a licence of such software as we may notify to you in writing from time to time.
- 4.6 You will treat the Content as confidential and will not disclose all or any part of any of it to any person, without our prior written consent. You will implement and maintain all reasonable security measures to safeguard access to Greenlight and the Content from access or use by any Unauthorised Person.
- 4.7 We will treat Your Material as confidential and will not disclose all or any part of any of it to any person who is not an Authorised User other than the Software Development Provider and Hosting Provider, without your prior written consent.
- 4.8 Without our prior written consent, you will not, and you shall ensure that your Authorised Users and Permitted Affiliates do not, (1) expose any of the Content to any artificial intelligence ("AI") software, tools, or

technologies including, without limitation, natural language processing, deep learning algorithms, machine learning models or other generative AI or (2) use AI to analyse, query, process, or store any of the Content. Nothing in this paragraph 4.8 prevents your use of AI functionality integrated into standard productivity software which is hosted within a secure, private cloud environment (including, but not limited, to private cloud Microsoft Copilot and Google Gemini) for your internal and ad hoc purposes provided that such use is (1) incidental to your ordinary business operations, (2) does not involve the systematic or large-scale processing of any of the Content, and (3) does not result in external transmission of any Content, or training on or use of any of the Content by third-party AI systems, whether hosted in a public or private cloud environment.

## 5. UPDATES TO GREENLIGHT

- 5.1 We have no obligation to update Greenlight or the Content but we may do so from time to time. If we make available a revised version of Greenlight or the Content to you, we will give you reasonable advance notice of any revisions and you will promptly use that revised version and cease use of the previous version.
- 5.2 From time to time we may offer to provide to you enhancements to Greenlight or the Content. Those enhancements may be subject to the payment by you of an additional fee.
- 5.3 You may from time to time request us to undertake specific changes to Greenlight or the Content and, subject to us agreeing your request with you, we will undertake those changes on terms to be agreed between us. However, no commitment is made in this regard.

## 6. MATERIAL YOU UPLOAD

- 6.1 You acknowledge and agree that Greenlight is designed to host non-sensitive generic legal information, such as general memoranda of law and legal opinions that you obtain from local counsel, and is not designed to store highly confidential or sensitive information. You agree to put in place appropriate policies to determine what information your Authorised Users should upload to Greenlight, including limiting upload of highly confidential or sensitive information, and ensure your Authorised Users are aware of such policies.
- 6.2 You will ensure that Your Material complies with all laws and regulations, does not infringe the Intellectual Property Rights, data privacy or other rights of us or any third party, is not defamatory, obscene or otherwise objectionable, is free of viruses and is not fraudulent or misleading.
- 6.3 You will take reasonable commercial steps to ensure that you keep back-up copies of Your Material that you upload to the Website.
- 6.4 We do not review, monitor or edit Your Material or the material made available by any other user of the Website. If, however, we consider that any of Your Material exposes us to the risk of a claim or complaint by any third party, we may block access to any or all of the Website and remove any or all of the relevant part of Your Material. You will provide all reasonable assistance to us in this respect. To the extent reasonably practicable and appropriate to do so, we will notify you in advance of taking this action.
- 6.5 You will be solely responsible for Your Material. For the avoidance of doubt we do not accept any liability arising from the use of Your Material.
- 6.6 You acknowledge and agree that where you add Bespoke Notes to aosphere reports in the event that we cease to offer the underlying aosphere report or report format to which the Bespoke Notes are attached those Bespoke Notes will no longer appear in the Greenlight System and you will no longer have access to them.
- 6.7 You hereby grant to us and our Hosting Provider and Software Development Provider a non-exclusive and non-transferable licence to host Your Material on the Website for the duration of this agreement.

## 7. FEES

- 7.1 You agree to pay the Initial Set-Up Fee and Annual Access Charge as specified in the Fee Letter. We will notify you at least 4 weeks in advance of each Subsequent Year of the Annual Access Charge payable for that Subsequent Year. If you do not wish to access the Website or Greenlight during any Subsequent Year you will notify us before the start of the Subsequent Year.
- 7.2 You agree to pay the Initial Set-Up Fee and Annual Access Charge, in full and free of all deductions and withholdings. Should you be required by law to make any deduction or withholding, you will pay any additional sums as may be necessary in order that the net amount received by us after any deduction or withholding will equal the Initial Set-Up Fee and Annual Access Charge.
- 7.3 The fees and all other sums payable to us under our agreement will be exclusive of value added tax and any other indirect tax (if any) which you agree to pay in addition to the fees and those sums on issue by us of a tax invoice at the rate and in the manner for the time being prescribed by law.
- 7.4 You will pay to us in the manner set out in the Fee Letter (unless we subsequently notify you in writing of any alternative arrangements, in which case, you will pay to us in accordance with those arrangements) all amounts due in connection with the use of Greenlight and the Content as follows:

- a. within 45 days of the start of the Initial Term in the case of the Initial Set-Up Fee and Annual Access Charge referred to in the Fee Letter;
- b. within 45 days of the receipt of the invoice for each Subsequent Year in respect of the Annual Access Charge payable for that Subsequent Year;

7.5 Access to Greenlight will be given to you on the Commencement Date.

## 8. WARRANTIES

- 8.1 Subject to any limitation set out in this agreement, we warrant we will use our reasonable skill and care in our preparation of the Content and the delivery of Greenlight to you.
- 8.2 You are solely responsible for assessing whether Greenlight and the Content is appropriate for the context in which you wish to use it.
- 8.3 Except as expressly provided in writing in the Terms of Business or the Fee Letter, no representation, warranty or condition, express or implied, statutory or otherwise, as to condition, satisfactory quality, performance, fitness for purpose or otherwise is given by us in respect of the Website, Greenlight or the Content and all such representations, warranties and conditions are excluded except to the extent that their exclusion is prohibited by law.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Other than in relation to Your Material we (or our suppliers) own all Intellectual Property Rights in Greenlight, the Content and the Website and you do not acquire, by virtue of this agreement, any right, title or interest in any of them other than the licence set out in paragraph 4.1.
- 9.2 Subject to the provisions of this paragraph 9, we will indemnify you and each of your Permitted Affiliates on written demand in respect of the Indemnified Losses within the time specified in that demand provided that:
  - a. you notify us in writing promptly of any IPR Claim of which you have notice;
  - b. you will not admit any liability or agree to any settlement or compromise of an IPR Claim without our prior written consent;
  - c. we will be entitled at any time from notification in accordance with paragraph 9.2(a) to assume exclusive conduct of the IPR Claim (which shall include, but not be limited to, the exclusive right to conduct any proceedings or action, including in your name, negotiate the settlement of the IPR Claim and to conduct all discussions and dispute resolution efforts in connection with the IPR Claim);
  - d. you will, at our request, cost and expense, give us all reasonable assistance in connection with the conduct of the IPR Claim (as referred to in paragraph 9.2(c)) at our request, cost and expense; and
  - e. until such time (if at all) we choose to assume exclusive conduct of the IPR Claim in accordance with paragraph 9.2 (c) above, you will take all proper action to deal with the IPR Claim so as to minimise the extent of any Indemnified Losses.
- 9.3 The indemnity in this paragraph 9 shall not apply to any IPR Claim that arises:
  - a. from any changes, modifications, updates or enhancements made to the software contained in Greenlight, other than by, or with the advance written approval, of us; or
  - b. from the use of the software contained in Greenlight, in combination with any other software and/or any equipment which has not been approved by us in advance for that use.
- 9.4 The provisions of this paragraph 9 state your and any of your Permitted Affiliates' exclusive remedy in connection with an IPR Claim. Paragraph 10.3 shall not apply to the amounts that you are entitled to claim from us by way of Indemnified Losses.
- 9.5 Subject to the provisions of this paragraph 9, you will indemnify us and each of our Affiliates on written demand within the time specified in that demand for all damages and reasonable costs (including legal fees) and expenses finally awarded against us or any of our Affiliates by a court of competent jurisdiction as a result of any claim or action against us or any of our Affiliates by any third party in relation to Your Material that infringes the intellectual property rights of that third party provided that:
  - a. we notify you in writing promptly of any claim of which we have notice;
  - b. we will not admit any liability or agree to any settlement or compromise of a claim without your prior written consent;
  - c. you will be entitled at any time from notification in accordance with paragraph 9.5(a) to assume exclusive conduct of the claim (which shall include, but not be limited to, the exclusive right to conduct any proceedings or action, including in your name, negotiate the settlement of the claim and to conduct all discussions and dispute resolution efforts in connection with the claim); and



- d. we will, at your request, cost and expense, give you all reasonable assistance in connection with the conduct of the claim (as referred to in paragraph 9.5(c)) at your request, cost and expense.

## 10. LIMITATIONS AND EXCLUSIONS OF OUR LIABILITY

- 10.1 We will not be liable for the content of any third party websites to which links are included from the Website or Greenlight. The content of these websites is entirely out of our control and you proceed at your own risk. The inclusion of links in our Website or Greenlight does not imply our endorsement of or association with any products, services, content, information or materials offered by or accessible to you at the third party websites.
- 10.2 The Content may be inapplicable to your particular circumstances and law, regulation, market practice or other circumstances may change after the date on which the Content is prepared. We have no responsibility to monitor or inform you of any changes of this nature or to change the Content to reflect those changes.
- 10.3 Subject to paragraph 10.9, the total aggregate liability of either party to the other under or in connection with this agreement, whether arising from negligence, breach of contract or otherwise, will be limited to £1 million.
- 10.4 Subject to paragraph 10.9, neither party will be liable to the other for any loss of profits, business or data or for any indirect, special, incidental, consequential, punitive or exemplary loss, liability or costs, whether arising from negligence, breach of contract or otherwise regardless of whether it was foreseeable or not.
- 10.5 Subject to any liability we may have in respect of any breach by us of paragraph 10.6, we will not be liable for any damage or loss that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access or use of the Website, Greenlight or the Content.
- 10.6 We will ensure that our Software Development Provider and Hosting Provider use commercially-available software to check the servers on which the software contained in Greenlight is installed and on which the Website is hosted for viruses and we will use our reasonable commercial endeavours to (a) notify you of any virus of which we are aware that is affecting the Website, Greenlight or the Content and (b) contain that virus in its effect on the Website, Greenlight and the Content. You acknowledge, however, that it is never possible to guarantee that any computer system is entirely virus-free and accordingly no commitment is made by us in this respect.
- 10.7 Subject to any liability we may have in respect of any breach by us of paragraph 10.6, we will not be liable for any technical fault resulting in the Website being unavailable, however we will use reasonable commercial endeavours to ensure that the Software Development Provider or, where relevant, other Website provider remedies the technical fault. In the event of a technical fault, please contact [support@aosphere.com](mailto:support@aosphere.com).
- 10.8 You agree that the limitations and exclusions set out in this paragraph 10 are reasonable, having regard to all the relevant circumstances and the levels of risk associated with each of your and our obligations under our agreement.
- 10.9 Nothing in our agreement excludes or limits our liability for fraud or for death or personal injury arising from our negligence or that of our employees, agents or subcontractors or for any other matter in respect of which it would be unlawful or in breach of regulation (including, without limitation, self-regulation) to limit or exclude liability.
- 10.10 You acknowledge that Greenlight and the Content are not tailored to meet the individual needs of your Authorised Users and, as such, does not constitute legal advice or legal services.
- 10.11 Your use of Greenlight and the Content does not create a client-lawyer relationship between you and aosphere. You acknowledge, however, that no affiliates of aosphere or any officer, employee or consultant of aosphere or its affiliates, including Regulated Individuals (as defined below), owes you a duty of care in respect of Greenlight or the Content.

## 11. ONLINE PRIVACY

- 11.1 A copy of our On-Line Privacy Statement is available on the Website. You acknowledge that use of Greenlight or Content through the Website may result in us and the Software Development Provider and Hosting Provider processing of personal data relating to your employees and third parties. Our on-line Privacy Statement will set out the basis on which you and we will use that data and you agree to the terms of it.
- 11.2 In performing its obligations under this agreement you, and (subject to paragraph 11.3), we will each comply with all applicable data protection legislation.
- 11.3 In particular, you shall ensure that any disclosure of personal data made by you to us is made with the data subject's consent or is otherwise lawful, and in so far as a disclosure of that personal data relates to your own employees or subcontractors, you shall notify those employees and subcontractors of that disclosure and the purposes for which we are permitted under the on-line Privacy Statement to use that personal data.

## 12. TERM AND TERMINATION

- 12.1 Our agreement shall be in force for the Initial Term and, provided we have received from you the Annual Access Charge in respect of each Subsequent Year, shall be automatically renewed for that Subsequent Year unless terminated in accordance with this paragraph 12.
- 12.2 Each of you and we are entitled, without prejudice to other rights and remedies, to terminate our agreement, immediately by written notice to the other if the other party:
- a. is in material or repeated breach of any of its obligations under these Terms of Business and either that breach is incapable of remedy or the other party has failed to remedy that breach within 30 days after receiving written notice requiring it to do so; or
  - b. becomes unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the liquidation, administration, winding up, bankruptcy or dissolution of the other party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other party, or the other party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to any of these events occurs in any applicable jurisdiction; or
  - c. You do not agree to our transfer to a new Software Development Provider or Hosting Provider under Paragraph 3.7; or
  - d. You do not agree to the transfer of this agreement under paragraph 14.2
- 12.3 We are entitled to terminate our agreement immediately without notice to you if you do not pay:
- a. The Initial Set-Up Fee and Annual Access Charge within 45 days of the start of the Initial Term in the case of the Initial Set-Up Fee and Annual Access Charge referred to in the Fee Letter;
  - b. the Annual Access Charge within 45 days of the receipt by you of the invoice for each Subsequent Year in the case of the Annual Access Charge payable for that Subsequent Year; and
- 12.4 In addition to the rights set out elsewhere in this paragraph 12, either party is entitled to terminate this agreement by not less than six month's prior written notice to the other party at any time.
- 12.5 In cases in which we are entitled to terminate our agreement under paragraph 12.2 or paragraph 12.3, we may alternatively, but without prejudice to our other rights and remedies, suspend your access to all or any part of the Website or Greenlight.
- 12.6 If either party terminates our agreement under this Clause 12.2, we will at your request refund to you an amount equal to the unused portion of the Annual Access Charge for the relevant Year. For the avoidance of doubt, the Initial Set-Up Fee is non-refundable.
- 12.7 Termination of our agreement or suspension of your access to the Website or Greenlight, will not affect any accrued rights or liabilities of either of us. Termination of our agreement will not affect the coming into force or the continuance in force of any provision of our agreement which is expressly or by implication intended to come into force or continue in force on or after termination, including, without limitation this paragraph 12.7 and paragraphs 1.3, 1.4, 2, 4.6, 8.2, 8.3, 10, 12.8, 14, 15, 16, 17 and 18.
- 12.8 If we continue to make Greenlight available to you at any time when this agreement has terminated or lapsed, we will do so subject to the Terms and Conditions save that we will owe no obligations to you other than those required by law.
- 12.9 On any termination of our agreement, the licence granted under paragraph 4 will terminate automatically. You must immediately cease all use of the Website, the Content, and Greenlight and destroy or erase all copies of the Content from your files, systems and devices other than copies that are stored in your routine back-up records or which you are required to retain by applicable law or regulation or by your internal compliance procedures. You shall endeavour to procure that your Authorised Users and Permitted Affiliates comply with the obligations under this paragraph 12.9 and you shall, at our reasonable request, provide written confirmation to us that the obligations under this paragraph 12.9 have been duly complied with.

## 13. FORCE MAJEURE

We will not be liable to you for any delay or non-performance of our obligations under this agreement arising from any cause or causes beyond our reasonable control, including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial dispute of a third party, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, accident to (or breakdown of) plant or machinery, technical fault or failure, shortage of any material, labour, transport, electricity or other supply, or regulatory intervention.

## 14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Subject to paragraph 1.4, you may not assign, sub-license, transfer or otherwise dispose of any of your rights or assign, sub-contract, transfer or otherwise dispose of any of your obligations under this agreement without our prior written consent.
- 14.2 Nothing in this agreement shall prevent or restrict us from assigning, sub-licensing, transferring or otherwise disposing of any of our rights or from sub-contracting, transferring or otherwise disposing of any of our obligations under this agreement. In the event that you object to us exercising our rights under this paragraph 14.2 you may terminate this agreement in accordance with paragraph 12.

## 15. WHOLE AGREEMENT

- 15.1 The Fee Letter and these Terms of Business, and the documents referred to in them, contain the whole agreement between us relating to the transactions contemplated by this agreement and supersede all previous agreements, arrangements and understandings between us relating to those transactions.
- 15.2 Subject to paragraph 15.3, each of us acknowledges that in entering into our agreement, we have not relied on any representation, warranty, collateral contract or other assurance (except those set out in the Fee Letter, these Terms of Business and any documents referred to in them) made by or on behalf of the other of us before the date of our agreement. Each of us waives all rights and remedies which, but for this paragraph 15.2, might otherwise be available to us in respect of any such representation, warranty, collateral contract or other assurance.
- 15.3 Nothing in paragraph 15.2 limits or excludes any liability for fraud.

## 16. NOTICES

- 16.1 Unless otherwise expressly stated in this agreement, any notice or other document to be served under this agreement may be delivered or sent by post to the party to be served as follows:
  - (a) to aosphere at: The Steward Building, 12 Steward Street, London E1 6FQ, Attn: CEO, or by email to [info@aosphere.com](mailto:info@aosphere.com), Attn: CEO,
  - (b) to you at the address provided by you in the Fee Letter.

or at any other address or to any other addressee as it may have notified to the other party in accordance with this paragraph 16. Any notice or other document sent by post shall be sent by prepaid first class recorded delivery post (if within the United Kingdom) or by prepaid airmail (if elsewhere).
- 16.2 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class or equivalent recorded delivery letter was properly addressed and despatched, as the case may be.

## 17. GENERAL PROVISIONS

- 17.1 We will notify you of any amendment to the Terms of Business. We may do so in writing or by posting the relevant amendment to the Website. Any amendment to the Terms of Business will take effect 14 days after the date on which we notify you of the change unless you notify us within that period that you do not agree to it.
- 17.2 Subject to paragraph 17.1, the renewal of this agreement in respect of each Subsequent Year will be on the basis of the version of these Terms of Business appearing on the Website as at the first day of each Subsequent Year.
- 17.3 Each party's rights under this agreement:
  - a. may be exercised as often as necessary;
  - b. are cumulative and not exclusive of rights or remedies provided by law; and
  - c. may be waived only in writing and specifically.

Delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 17.4 If a provision of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
  - a. the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
  - b. the legality, validity or enforceability in other jurisdictions of that or any other provision of this agreement.
- 17.5 Nothing in this agreement shall be deemed to constitute a partnership between us, nor constitute either of us the agent of the other for any purpose.
- 17.6 Except as expressly provided in the Fee Letter or these Terms of Business, a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.



- 17.7 A waiver (whether express or implied) by one of us of any of the provisions of our agreement or of any breach of or default by the other of us in performing any of those provisions will not constitute a continuing waiver and that waiver will not prevent the waiving party from subsequently enforcing any of the provisions of this agreement not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of this agreement.
- 17.8 Any notice or other communication given under or in connection with our agreement will be in English. All other documents provided under or in connection with our agreement will be in English or if not in English, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a statutory or other official document.

## **18. PROFESSIONAL REGULATION AND COMPLAINTS**

- 18.1 Greenlight is a product of aosphere. aosphere does not provide legal advice and is not regulated by the Solicitors Regulation Authority of England & Wales (the SRA) although some aosphere Content and activities may be provided by individuals who are individually regulated by the SRA (Regulated Individuals), although Content and activities will not be provided by any named or specific Regulated Individual. Neither aosphere nor the Regulated Individuals are providing any legal advice to you. The Regulated Individuals, but not aosphere or its affiliates are subject to the relevant parts of the SRA Standards and Regulations. This means that you have no access to protections associated with working with a regulated business, including minimum terms and conditions for professional indemnity insurance and access to the SRA Compensation Fund (which provides support to people who have suffered loss covered by a regulated person who should have been insured). aosphere has insurance to cover the Content and activities, subject to the limited liability owed to you under clause 10.3. You should also be aware that legal privilege is unlikely to apply.
- 18.2 aosphere has a complaints handling process and this covers complaints about Regulated Individuals. We have a written complaints procedure and complaints are handled promptly, fairly, openly and effectively in accordance with it. In the event of a problem, you are entitled to complain and you will be advised to whom to complain.
- 18.3 The complaints policy can be accessed at [aosphere.com](https://aosphere.com).
- 18.4 If you have a complaint about a Regulated Individual, you may be entitled to ask the SRA or the Legal Ombudsman of England and Wales to consider your complaint. A complaint to the Legal Ombudsman must normally be made within six months of the date of the conclusion of the firm's complaints process. Details of how to contact the Legal Ombudsman and further information, including the eligibility criteria for invoking the Legal Ombudsman's services, can be found at [www.legalombudsman.org.uk](https://www.legalombudsman.org.uk) and in our complaints policy.
- 18.5 As a consumer of legal services, you may have a right to challenge or complain about an invoice or bill.

## **19. DISPUTES**

- 19.1 Any dispute arising out of or in connection with our agreement shall, at the request of either party, be referred to arbitration before one or more arbitrator(s) who shall be appointed by agreement in writing between us or, if we are unable to agree on the identity of the arbitrator(s) within 14 days of the date of the request that the dispute shall be referred to arbitration, or if the person appointed is unable or unwilling to act, shall be appointed by the London Court of International Arbitration (the "LCIA") on the application of either of us. The arbitration shall be conducted in London, England in the English language and in accordance with the rules of the LCIA in force at the date of our agreement.
- 19.2 This paragraph 18 is without prejudice to the right of either of us to seek interim relief against the other of us (such as an injunction) through the English courts to protect its rights and interests, or to enforce the obligations of the other.

## **20. GOVERNING LAW**

- 20.1 Our agreement shall be governed by and interpreted in accordance with English law.
- 20.2 Any non-contractual obligations arising out of or in connection with this agreement shall be governed by English law.
- 20.3 Subject to paragraph 18, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this agreement) and the parties submit to the exclusive jurisdiction of the English courts

