

You should read this whole document, but the key points are:

The Gydeline service is provided to you on the basis that:

- You are entering into a contract with a committed duration. (Clause 13)
- Payment is required in advance. (Clause 8)
- The maximum number of users is limited by the plan purchased. (Clause 2.4)
- We work hard to make sure the software works and is accurate but we can't be responsible for mistakes or how you understand it. (Clauses 3 & 12)
- You will not try to work out how the underlying system works or interfere with it. (Clause 9)
- Some of the content in the service is drawn from or contains public sector information licensed under the [Open Government Licence](#). (Clause 9.3)

Your data is held securely and confidentially for as long as it is legally required and in line with our Privacy and Retention Policies:

- We will only use your data for the purpose of assessing your compliance and to deliver our services. (Clause 4)
- Necessary details will be shared with Payment providers (e.g. Stripe) in order to take payments. (Clause 8)
- You are responsible for the accuracy of the information you supply and how you use the results. (Clause 4.1)

Parties

1. Gydeline Ltd incorporated and registered in England and Wales with company number 09559617 whose registered office is at Office 18 ESAM, Carludon Technology Park, St Austell, Cornwall, PL26 8WE (**Supplier**).
2. The company who has agreed to be subject to the terms of this agreement (**Customer**).

Background

1. The Supplier has developed an advisory software application (Gydeline) which is delivered as an online service to assist organisations in assessing and monitoring their broad compliance, including, but not limited to, legal and governing body requirements.
2. The Customer wishes to use the Supplier's Service in its business operations.
3. The Supplier has agreed to provide and the Customer has agreed to use the Supplier's Services subject to the terms and conditions of this agreement.

Operative Provisions

1. Interpretation

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

Term	Interpretation
“Authorised Users”	individuals who are authorised by the Customer to use the Services and the Documentation,
“Business Day”	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
“Business Hours”	the period from 9.00 am to 5.00 pm on any Business Day.
“Control”	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.
“Confidential Information”	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.6
“Cooling-Off Period”	has the meaning given in clause 8.7 (being the period when the agreement can be cancelled during the Initial Subscription Term)
“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.
“Effective Date”	the date this agreement is entered into through the Supplier’s online platform.
“EULA”	the End User Licence Agreement , as updated from time to time, a current copy of which is provided at Schedule 1.
“Initial Subscription Term”	either 12 months or 1 month from the Effective Date, dependant on the selection made at point of ordering.
“Plan”	a collection of features, information, services and thresholds aligned to the size of organisation subscribing to the service
“Renewal Period”	a consecutive period equivalent to the Initial Subscription Term.
“Services”	the subscription services provided by the Supplier to the Customer under this agreement via the Gydeline Software.
“Gydeline Software”	the online software known as Gydeline provided by the Supplier which allows the Authorised Users access to the Services.
“Subscription Fees”	the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out on our website gydeline.com or such other website address as may be notified to the Customer from time to time.

Term	Interpretation
"Subscription Term"	has the meaning given in clause 13.1 (being the Initial Subscription 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 at gydeline.com or such other website address as may be notified to the Customer from time to time.
"Trial Period"	A period of 7 days from the Effective Date during which the Services are delivered but no payment is taken, subject to clause 8.8
"User Subscriptions"	the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle Authorised Users to access and use the Services in accordance with this agreement.
"Virus"	any thing or device (including any Gydeline Software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer Gydeline 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.

- 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).
- 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 e-mail but not faxes.
- 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. Users

- 2.1. The Supplier shall supply the Services to the Customer as indicated on the Customer's sign up to the Services through the Supplier's website gydeline.com or such other website as notified by the Supplier to the Customer from time to time subject to the terms of this agreement.
- 2.2. The Customer will select the Plan it requires to be provided by the Supplier when it signs up to the Services online through the Supplier's online platform and the Supplier shall provide the requested Services in accordance with the selected Plan.
- 2.3. Subject to the Customer paying the Subscription Fees for the Plan the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.
- 2.4. In relation to the Authorised Users, the Customer undertakes that:
 - 2.4.1. the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions as defined by the Plan or as agreed with the Supplier from time to time;
 - 2.4.2. it shall ensure that Authorised User access will be limited to the Services purchased and access allocated to them;
 - 2.4.3. each Authorised User shall keep a secure password for his use of the Services and that each Authorised User shall keep his password confidential; and
- 2.5. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - 2.5.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 2.5.2. facilitates illegal activity;
 - 2.5.3. depicts sexually explicit images;
 - 2.5.4. promotes unlawful violence;
 - 2.5.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 2.5.6. 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.
- 2.6. The Customer shall not:
 - 2.6.1. 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:
 - 2.6.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Gydeline Software in any form or media or by any means; or
 - 2.6.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Gydeline Software; or
 - 2.6.2. access all or any part of the Services in order to build a product or service which competes with the Services; or

- 2.6.3. use the Services to provide services to third parties; or
 - 2.6.4. subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; and
 - 2.6.5. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2.
 - 2.7. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.
 - 2.8. 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.
 - 2.9. The Supplier will supply the Services to each Authorised User in accordance with the Plan purchased through the Supplier's online portal for and allocated
 - 2.10. If the Customer requests to change to their Plan the Customer shall pay to the Supplier the relevant fees for the new Plan and, if said Plan is upgraded by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or the current Renewal Period (as applicable).
3. Services
 - 3.1. The Supplier shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this agreement in accordance with the Plan purchased by the Customer.
 - 3.2. The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week.
 - 3.3. In the event that the Supplier needs to carry out maintenance to the Services the Supplier will provide the Customer with reasonable notice by email and/or notify the Customer of the same through its website at gydeline.com or such other website as notified by the Supplier to the Customer from time to time. The Supplier endeavours to carry out any maintenance outside of Business Hours, but this cannot be guaranteed.
 - 3.4. The Supplier will, as part of the Services, provide the Customer with the Supplier's standard customer support services during Business Hours in accordance with its Support Service Policy.
 4. Customer data
 - 4.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
 - 4.2. If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
 - 4.2.1. the Customer acknowledges and agrees that the personal data may be transferred or stored outside the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;

- 4.2.2. the Customer shall ensure that the Authorised Users are entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
- 4.2.3. the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- 4.2.4. the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time;
- 4.2.5. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage;
- 4.2.6. the Supplier has undertaken its own Data Processing Impact Assessment (DPIA) and shall review this, at least, annually;
- 4.2.7. the Supplier shall provide reasonable assistance to the Customer with any Data Processing Impact Assessment and consultations with the Supervisory Authorities, which the Customer reasonably considers to be required by the Data Protection Laws;
- 4.2.8. the Supplier will notify the Customer, without undue delay, upon the Supplier becoming aware of a Personal Data Breach affecting the Customers Personal Data, providing the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws;
- 4.2.9. the Supplier shall co-operate with the Customer and take reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
- 4.3. The Customer acknowledges that this agreement may need to be amended to ensure continued compliance with the Data Protection Act 2018.
5. Third party providers
 - 5.1. 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.
 - 5.2. 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.
 - 5.3. The Supplier will use third party payment gateways providers in relation to the provision of its Services.
6. Supplier's obligations
 - 6.1. The Supplier undertakes that the Services will be performed with reasonable skill and care.

- 6.2. The undertaking at clause 6.1 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 6.1. Notwithstanding the foregoing, the Supplier:
- 6.2.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - 6.2.2. 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 may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3. 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.
- 6.4. 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. Customer's obligations
- 7.1. The Customer shall:
 - 7.1.1. provide the Supplier with:
 - 7.1.1.1. all necessary co-operation in relation to this agreement; and
 - 7.1.1.2. 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;
 - 7.1.2. comply with all applicable laws and regulations with respect to its activities under this agreement;
 - 7.1.3. 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;
 - 7.1.4. ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and/or the EULA and the Customer shall be responsible for any Authorised User's breach of this agreement or the EULA;
 - 7.1.5. 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;
 - 7.1.6. ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
 - 7.1.7. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's hosting service and all

problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. Charges and payment
 - 8.1. The Customer shall pay the Subscription Fees to the Supplier for the selected Plan in accordance with this clause 8.
 - 8.2. Subject to clause 8.8, the Customer shall make payment to the Supplier for provision of the Services. The Service will not be provided until the Supplier has received payment of the Subscription Fees from the Customer and the Customer shall pay the Subscription Fees due for the selected Plan in advance of receipt of the Services.
 - 8.3. The Customer shall provide to the Supplier valid, up-to-date and complete payment details acceptable to the Supplier when it registers to use the Services through the Supplier's online portal and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:
 - 8.3.1. its payment details to the Supplier, the Customer hereby authorises the Supplier and any third party payment gateway provider to bill such payment method:
 - 8.3.1.1. immediately for the Subscription Fees payable in respect of the Initial Subscription Term; or
 - 8.3.1.2. subject to clause 13.1, on the anniversary of the first payment day for Subscription Fees payable in respect of the next Renewal Period; and the Customer shall pay the relevant Subscription Fees immediately upon request from the Supplier (Due Date).
 - 8.4. If the Supplier has not received payment immediately for the relevant Subscription Fees in accordance with this clause 8 the Customer's access to the Services will be terminated within 3 months.
 - 8.5. All amounts and fees stated or referred to in this agreement:
 - 8.5.1. shall be payable in pounds sterling;
 - 8.5.2. are, subject to clauses 8.7 and 12.3.2, non-cancellable and non-refundable;
 - 8.5.3. are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
 - 8.6. Personal data relating in particular to the Customers identity, domicile, personal status, phone number, email address, bank card and bank account numbers, or to the transactions the Customer enters into or payments made, are processed by third party payment providers, including but not limited to, Stripe and GoCardless.
 - 8.7. The Customer will be entitled to a cancellation period ("Cooling-Off Period") of 14 days at the commencement of the Initial Subscription Period or a Renewal Period, with or without cause. During that Cooling-Off Period:
 - 8.7.1. if the Service is partly delivered at the time of cancellation, the customer will get a pro-rated refund.
 - 8.7.2. the customer acknowledges that once the Cooling-Off Period ends then the purchase cannot be refunded.
 - 8.7.3. this refund policy does not affect any rights under applicable law.
 - 8.8. The Supplier may offer a Trial Period of the service provided without charge to the Customer. During this Trial Period:

- 8.8.1. the Customer shall provide valid payment details so that the first payment may be taken once the trial period has elapsed
- 8.8.2. the Customer, subject to clause 13.1, may terminate this agreement without charge
- 8.8.3. the Supplier shall take a payment on or after the 8th day following the Effective Date
- 8.8.4. the Cooling-Off Period, defined in clause 8.7, shall run concurrently

9. Proprietary rights

- 9.1. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services. 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, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 9.2. The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 9.3. Some content and information in the Service is drawn from or contains public sector information licensed under the [Open Government Licence v3](#).

10. Confidentiality

- 10.1. 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:
 - 10.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 10.1.2. was in the other party's lawful possession before the disclosure;
 - 10.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 10.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 10.2. Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

- 10.6. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 10.7. 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.
- 10.8. The above provisions of this clause 10 shall survive termination of this agreement, however arising.

11. Indemnity

- 11.1. 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, provided that:
 - 11.1.1. the Customer is given prompt notice of any such claim;
 - 11.1.2. the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 11.1.3. the Customer is given sole authority to defend or settle the claim.
- 11.2. 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.
- 11.3. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 11.3.1. a modification of the Services by anyone other than the Supplier; or
 - 11.3.2. the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 11.3.3. the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 11.4. 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.

12. Limitation of liability

- 12.1. Except as expressly and specifically provided in this agreement:
 - 12.1.1. the Customer assumes sole responsibility for results obtained from the use of the Services 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 the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
 - 12.1.2. 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

12.1.3. the Services are provided to the Customer on an “as is” basis.

12.2. Nothing in this agreement excludes the liability of the Supplier:

12.2.1. for death or personal injury caused by the Supplier’s negligence; or

12.2.2. for fraud or fraudulent misrepresentation.

12.3. Subject to clause 12.1 and clause 12.2:

12.3.1. 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, 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

12.3.2. the Supplier’s total aggregate liability in contract (including in respect of the indemnity at clause 11) 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 Subscription Fees paid for the Service during the 12 months immediately preceding the date on which the claim arose.

13. Term and termination

13.1. This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive Renewal Periods, unless:

13.1.1. either party notifies the other party of termination, in writing, at least 7 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period;

13.1.2. the Customer does not make payment for the Services in accordance with clause 8 or within 3 months of the request of the Supplier or any third party payment gateway provider; or

13.1.3. otherwise terminated in accordance with the provisions of this agreement; and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

13.2. 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:

13.2.1. 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 7 days after being notified in writing to make such payment;

13.2.2. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

13.2.3. 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;

13.2.4. 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;

13.2.5. 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;

13.2.6. 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;

13.2.7. 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;

13.2.8. 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;

13.2.9. 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;

13.2.10. 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 13.2.3 to clause 13.2.9 (inclusive);

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

13.2.12. there is a change of control of the other party within the meaning of section 1124 of the Corporation Tax Act 2010.

13.3. On termination of this agreement for any reason:

13.3.1. all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services, except:

13.3.1.1. any material downloaded as part of the Services provided under the [Cydeline Materials Licence v1](#); and

13.3.2. 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.

14. Force majeure

14.1. 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.

15. Conflict

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

16. Variation

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

17. Waiver

17.1. 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.

18. Rights and remedies

18.1. 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.

19. Severance

19.1. 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.

19.2. 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.

20. Entire agreement

20.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

20.2. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

21. Assignment

21.1. 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.

21.2. 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.

22. Notices

22.1. A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address given in this Agreement or as otherwise notified in writing to the other party.

22.2. The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand or courier.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post or other next working day delivery service providing proof of postage.	Midday on the second Business Day after posting or at the time recorded by the delivery service – whichever is earlier.
Email.	At the time of transmission if on a Business Day, otherwise at 10:00 on the next Business Day after transmission.

22.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. No partnership

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

24. Third party rights

24.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

25. Counterparts

25.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25.2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If this method of delivery is adopted each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

25.3. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

26. Governing Law and Jurisdiction

26.1. The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

SCHEDULE 1 – Related Documents

<https://www.gydeline.com/eula/>