

Enterprise Terms & Conditions

These Terms & Conditions are between:

fibodo Limited,
5th Floor, Victory House
99-101 Regent Street
London
W1B 4EZ

a company registered in England under number 08904097 ("**fibodo**"),

and (the "**Licensee**") – company details to be advised.

Background:

- (A) Personalised Booking Hubs are created on fibodo (Web and App). Used to promote and engage more active communities.
- (B) fibodo provides an online ("**Booking Hub**") so that people looking for activities and services ("**Users**") can find people providing those activities and services ("**Hosts**") and can make direct bookings for those activities and services ("**Host Services**").
- (C) The features and benefits of the fibodo Booking Hub are provided using software (including the fibodo website and mobile applications) supplied by fibodo (the "**Software**").
- (D) fibodo earns revenues from Hosts through subscription charges and/or commissions paid to it by Hosts out of the Hosts' revenues from bookings. fibodo's commercial terms and conditions applicable to Hosts and to Users are as published from time-to-time on the fibodo website.
- (E) In consideration for the subscription charges levied under clause 5.1, the Licensee wishes for fibodo to configure a part of the Software for its use so that it can list specific Host Services for booking by its users (the "**Licensee Users**").
- (F) For the avoidance of doubt, whilst the Booking Hub set out in this Agreement is specific to the Licensee, nothing in this Agreement prevents fibodo from entering into Hub agreements in respect of the Software with third parties.

It is Agreed:

1. fibodo Obligations

- 1.1 fibodo shall configure the Booking Hub for the Licensee on the Software, and provide the Licensee with an administrator account ("**Admin Account**") for the Licensee's administrator to use to manage the Hosts and Services listed on the Booking Hub and any other data or material uploaded to the Booking Hub (together, "**Content**").
- 1.2 fibodo shall enable the Licensee Users to register for user accounts on the Booking Hub.
- 1.3 fibodo shall (at its cost) provide instruction whether this is live or recorded training or in written form, and shall be at fibodo's sole discretion.

- 1.4 fibodo shall report the aggregated, anonymised data on use of the Booking Hub to the Licensee from time to time. Such aggregated, anonymised data (and any intellectual property rights therein) shall at all times vest in fibodo. fibodo agrees that the aggregated, anonymized data shall not be shared with any third parties and shall be used for fibodo's internal purposes only.
- 1.5 Notwithstanding any other term of this Agreement, the Licensee acknowledges and agrees that the Booking Hub will not be error free and access to it will not be uninterrupted. However, fibodo shall use its reasonable endeavours to remedy any material error reported by the Licensee as soon as reasonably and commercially practicable following such report.
- 1.6 fibodo and the Licensee shall each ensure that they comply at all times with their respective obligations under the Data Protection Act 1998 and from May 2018, under the new General Data Protection Regulations (together, the "**Data Regulations**") in connection with the Booking Hub. For the purposes of clauses 1.7 and 1.8, "personal data", "data controller", "process" (and its cognate terms) shall have the meaning given to them in the Data Regulations.
- 1.7 fibodo and the Licensee acknowledges and agrees that it they may each, in its their capacity as a data processor (a "**processing party**"), process personal data controlled by the other party pursuant to this Agreement. fibodo Each party, when acting in their its capacity as the processing party warrants and undertakes that it shall: (i) only do so in accordance with the terms of this Agreement, the Data Regulations and the other party's written instructions; and (ii) ensure that it has appropriate technical and organisational measures in place to ensure that such personal data is not lost, stolen or accessed by unauthorised persons; (iii) not transfer the personal data outside the European Economic Area without the prior written consent of the other party; (iv) ensure that access to the personal data is limited to those persons who need access to fulfil the processing party's obligations in relation to this Agreement; (v) not authorise any third party or sub-contractor to process the personal data except with the prior written consent of the other party; (vi) notify the other party within two working days (or as soon as reasonably practicable thereafter) if they receive (A) a request from a data subject for access to that data subject's personal data, (B) or where such data subject wishes to exercise any of the other rights afforded to them in the Data Regulations or (C) fibodo becomes aware of any breach or potential breach of personal data and it shall cooperate with the Licensee to resolve such issue ; (vii) immediately cease processing, and delete from its systems (and return, if the other party requires), any personal data in respect of which the underlying data subject has withdrawn their consent to the processing of such personal data or processing is otherwise unlawful (as notified to it by the other party) or in any event, on termination of this Agreement, unless retention of such personal data is required pursuant to a legal obligation to which the processing party is subject; and (viii) maintain records of the processing activities undertaken by it on behalf of the other party, in accordance with the record keeping requirements prescribed in the Data Regulations and (ix) provide such assistance as Licensee may require to allow it comply with its own obligations to keep the personal data secure, inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment and consult with a regulatory authority regarding the processing of personal data (articles 32 to 36 of the GDPR) .
- 1.8 fibodo shall indemnify, keep indemnified and hold Licensee harmless against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by Licensee arising from or in connection with the failure of fibodo to comply with the provisions of clauses 1.7.
- 1.9 fibodo shall issue the Licensee a statement as soon as reasonably practicable at the end of each month but no later than 14 days from the end of each calendar month, setting out

the transactions made within the Booking Hub (specifying number of transactions by location, Licensee User information, type of Host Services, and any other information which the Licensee reasonably requests from time to time in order to monitor the performance of the Booking Hub).

- 1.10 The Licensee will ensure that, in respect of any personal data that it transmits to fibodo (including personal data in relation to Hosts for the listing of Host services on the Booking Hub and for the facilitation of any payments to be made to Hosts by fibodo), the Licensee has obtained all requisite consents from the relevant data subject, or is able to rely on another applicable lawful basis for processing the personal data, in each case in accordance with the Data Regulations.

2. Licensee Obligations

- 2.1 The Licensee is responsible for providing all equipment and expertise required to access the Booking Hub.
- 2.2 Use of the Software (including the Booking Hub) and any other services provided by fibodo in connection with this Agreement shall always be subject to the current fibodo Terms and Conditions for Users located on the Site ("**User Terms**"). In the event of a conflict between the terms of this Agreement and the User Terms, this Agreement shall take precedence.
- 2.3 The Licensee will use reasonable endeavours to ensure that the Licensee Users are aware of the content of the User Terms. The Licensee warrants that it and its Admin Accounts shall at all times comply with the User Terms. The Licensee shall be liable to fibodo for any breach of the User Terms in respect of an Admin Account.
- 2.4 The Licensee will use all reasonable endeavours to ensure that use of the Booking Hub is actively promoted to all of its clients and individual contacts.
- 2.5 Host Services are provided subject to the then current fibodo Host Terms and Conditions located on the Site ("Host Terms"). If required, the Licensee will be responsible for agreeing with Hosts any additional terms and conditions that it may require in return for allowing access to the Booking Hub. The Licensee acknowledges and agrees that fibodo makes no guarantee, representation or warranty as to the availability or number of Host Services available.
- 2.6 The Licensee will provide fibodo with feedback and bug reports relating to the Booking Hub.

3. Administering the Booking Hub

- 3.1 The Booking Hub user interfaces shall be designed by fibodo, with the Licensee having rights to, and final approval of, agreed customisation.
- 3.2 fibodo will not be responsible for administering or supervising the use of the Booking Hub.
- 3.3 fibodo may remove or change any Content, or the operation of the Booking Hub, in the context of an update, where such update is required to improve or fix the Booking Hub.
- 3.4 The Licensee shall input specific Hosts and/or Host Service information that it wishes to list within the Booking Hub and will be responsible for maintaining such list. The inclusion of Host Services within the Booking Hub shall be subject to availability.

- 3.5 fibodo may suspend the operation of the Booking Hub at any time due to technical unavailability of all or part of the Software, or where fibodo are of the opinion that continued use of the Booking Hub and/or Software would cause fibodo liability, would cause fibodo to breach any law or endangers fibodo's systems, which fibodo reasonably considers to be sufficient cause to suspend the Booking Hub.
- 3.6 fibodo agrees that it will upon receipt of 2 working day's written notice from the Licensee, remove any Content which the Licensee (acting reasonably and in good faith) considers to be negative about the Licensee.
- 3.7 The Licensee acknowledges that, as a standard, fibodo pays fees due to any Host with whom the Licensee Users book Host Services and that such fees are not repayable upon cancellation of any such booking. Amendments to standard terms will be outlined within Schedule 1 – Commercial Terms. The Licensee agrees that it will indemnify fibodo for all and any losses, costs, expenses and/or charges which fibodo suffers or incurs as a result of the cancellation of any Host Services for which the Host has been or is required (under this agreement with fibodo) to be paid by fibodo.

4. Licence Terms

- 4.1 The Booking Hub is licensed to the Licensee, and remains the property of fibodo. Unless otherwise agreed, the Booking Hub will be hosted on fibodo infrastructure, and accessed via a browser interface and mobile apps.
- 4.2 All materials owned by fibodo at the date of this Agreement shall remain vested in fibodo including, without limitation, the Software, the Booking Hub, and all intellectual property rights in the foregoing (the "**fibodo Property**"). If and to the extent that any of the fibodo Property vests in the Licensee for any reason, the Licensee hereby assigns all right, title and interest in such fibodo Property to fibodo and shall execute all documents in order to give effect to this Clause.
- 4.3 The Licensee shall retain all rights in the Licensee's name, logo and any other trade mark or branding ("**Licensee Branding**"). The Licensee grants to fibodo a non-exclusive royalty free licence to use such Licensee Branding for the purposes of providing the Booking Hub and during the term of this Agreement only. fibodo acknowledges that nothing in this agreement gives it any right to use Licensee Branding in any manner, such as publicity, other than as strictly necessary for the performance of its obligations under this Agreement. fibodo agrees to submit all proposed uses of any part of the Licensee Branding to the Licensee for its prior approval in respect of each intended use of the Licensee Branding.
- 4.4 Subject to the Licensee's compliance with this Agreement and the Host Terms and User Terms, fibodo hereby grants the Licensee a non-exclusive, non-transferable, non-sub-licensable, revocable licence to use the Booking Hub (and any materials, documents or software provided under clause 1.3) for the sole purposes of listing Host Services and enabling the Licensee Users to book Host Services, from the Effective Date of this Agreement until its termination or expiry.
- 4.5 The Licensee's use of the Booking Hub shall comply with those applicable parts of the User Terms regarding its use of the Booking Hub and applicable parts of the Host Terms, including the provisions on the licensing of the Software.
- 4.6 The Licensee warrants and represents that it has permission for itself and for fibodo to use any material uploaded to the Booking Hub ("**Licensee Material**"). The Licensee shall indemnify fibodo for any losses, damages, expenses, penalties or other costs arising from any claim, fine, suit or other action in respect of any Licensee Material uploaded by the

Licensee to the Booking Hub breaching the rights (including intellectual property rights of a third party). For the avoidance of doubt, Licensee Material shall not include any materials uploaded by Licensee Users.

- 4.7 fibodo will indemnify, keep indemnified and hold the Licensee harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against Licensee as a result of or in connection with any claim that use of the Software and/or Booking Hub in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of any third party.

5. Terms and Payment

- 5.1 The exact Booking Hub specifications provided by fibodo to the Licensee in connection with this Agreement shall depend on the precise model which is requested by the Licensee. The initial pricing and specifications of the Booking Hub will be set out in Schedule 1 - Commercial Terms.
- 5.2 fibodo shall issue invoices for the fees noted in the Commercial Terms (“Fees”) monthly/annually in advance and the Licensee shall pay all invoices via the fibodo subscription module or within 7 days of the date of receipt.
- 5.3 All amounts payable under this Agreement are to be made exclusive of VAT.
- 5.4 Unless otherwise expressly set out in this agreement or agreed between the parties in writing, the obligation to pay the Fees shall constitute the entire payment liability that Licensee has to fibodo for the performance of fibodo’s obligations. fibodo shall not vary the Fees or impose any additional Fees not expressly provided for in schedule 1 without the written consent of Licensee.
- 5.5 fibodo shall be entitled to simple interest on undisputed overdue sums at the rate of two percent (2%) per annum above the base rate from time to time of Barclays Bank from the relevant due date until (and including) the date that the outstanding amount (together with any accrued interest) has been paid in full.
- 5.6 The Licensee is entitled to invite additional Hosts outside of its subscription package - campaign Hosts. fibodo is entitled to charge campaign Hosts commission and/or subscription charges not covered within the Booking Hub subscription package, and as set out in schedule 1.
- 5.7 The Licensee may agree to accept introductions of new Users from fibodo’s other Booking Hub partners. In this case, the Licensee understands that fibodo will share the spare availability of Booking Hub Host sessions within its network of partners. Bookings made through these channels will be subject to increased commissions and it will be the Licensee’s responsibility when creating its products to clearly identify which bands of commissions, and related Booking Hubs, it wishes to promote to.

6. Warranties

- 6.1 fibodo will supply the Booking Hub using reasonable skill and care and warrants that the functionality of the Software and Booking Hub will substantively conform to the functionality as described to the Customer and contained in fibodo’s service proposals and shall use reasonable endeavours to ensure that Software and Booking Hub are available for the use of all Licensee Users during normal working hours. To the extent permitted by applicable

law, fibodo expressly excludes all other conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

6.2 The Licensee warrants that it shall not (whether by action or omission) damage or detrimentally harm fibodo, fibodo's brand or fibodo's reputation.

6.3 fibodo shall not do anything to bring the name or reputation of Licensee into disrepute or prejudice the interests of the business of the whole of the Licensee.

6.4 The Licensee warrants that it shall comply with all applicable laws in relation to its use of the Booking Hub under this Agreement.

7. Termination

7.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with its provisions or at common law.

7.2 Either party may terminate this Agreement without liability:

(a) on 60 days' notice in writing; and/or

(b) immediately in the event that the other party materially breaches the terms of this Agreement and, where the breach is capable of remedy, has failed to remedy such breach within 30 days of written notice requiring remediation.

7.3 On termination or expiry of this Agreement, all rights of the Licensee and the Licensee Users to use the Booking Hub shall expire. fibodo shall not be responsible for returning any information contained in the Booking Hub to the Licensee.

8. Liability

8.1 This clause sets out the entire financial liability of each of the parties (including any liability for the acts or omissions of its members, employees, agents and subcontractors) to the other in respect of any breach of this Agreement and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

8.2 Neither party shall have any liability to the other whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any indirect loss suffered by the other party (including without limitation any, revenue, opportunity, profit, goodwill or reputation, howsoever arising) that arises under or in connection with this Agreement.

8.3 fibodo's total aggregate liability arising under or in connection with this Agreement, and whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall not exceed the lower of: (a) the amount of charges paid by the Licensee to fibodo under this Agreement (excluding any commission paid to fibodo by any Host) during the term of the Agreement and (b) £100 (one hundred pounds sterling).

9. General

9.1 Neither party may assign, sub-contract and/or otherwise transfer its rights or obligations under this Agreement to anyone else except with the other party's written consent.

- 9.2 This Agreement sets out the entire agreement between fibodo and the Licensee and supersedes any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.
- 9.3 Neither party has been induced to enter into this Agreement by any prior representations, whether written or oral, except as specifically reproduced in this Agreement and each party hereby waives any claim for breach of any such representations which are not specifically reproduced in this Agreement.
- 9.4 Clauses 1.7, 1.9, 4.2, 7.3, 8 and this Clause 9 shall survive termination of this Agreement.
- 9.5 Nothing in this Agreement is intended to or shall give rise to any relationship of employment, exclusivity, agency, partnership, joint venture or profit sharing.
- 9.6 This Agreement is governed by and shall be construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with this Agreement.
- 9.7 The parties each agrees from the Effective Date and for five years after the expiry or termination of this Agreement they shall not disclose any confidential information (being any information which is confidential in nature or imparted in circumstances importing an obligation of confidentiality) received from the other to any third party.
- 9.8 Neither party shall make any press release or public statement in connection with this agreement without the prior written consent of the other.

Schedule 1 – Commercial Terms

To be completed and agreed

Schedule 2 – Timeline

To be completed and agreed