



Website Content Licence

This licence is effective from date of Client Form and Content submission.

BACKGROUND

- A. Retail Tech 247 operates the Site (defined below).
- B. The Licensor is the proprietor of the Intellectual Property Rights (defined below) in the Content (defined below) and Retail Tech 247 wishes to use the Content on the Site.
- C. The parties have agreed that the Licensor shall provide the Content to Retail Tech 247 and allow Retail Tech 247 to use the Content on the Site subject to the terms and conditions set out in this licence.

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this licence.

1.1. Definitions:

Content: all text, information, data, software, executable code, images, audio or video material in whatever medium or form provided to Retail Tech 247 by the Licensor for

incorporation in the Site.

Effective Date: the date from the website form submission of content.

Fees: the fees payable in respect of the licence of the Content as pre-agreed.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and Intellectual Property Rights include, without limitation, any Marks.

Marks: any and all trademarks, trade names, service marks, trade dress, logos, URLs or identifying slogans of a party to this licence, whether or not registered.

Site: the website at RetailTech247.com

Visitor: a visitor to the Site.

Visitor Data: all information provided by Visitors when visiting the Site.

- 1.2. This licence shall be binding on, and endure to the benefit of, the parties to this licence and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2. GRANT OF LICENCE

- 2.1. Subject to Clause 2.2, during the term of this licence, the Licensor grants to Retail Tech 247 a non-exclusive licence to distribute the Content on the Site and Retail Tech 247 shall make the Content available on its Site in return for the payment by the Licensor of the Fees as agreed.
- 2.2. The licence granted under Clause 2.1 permits Retail Tech 247 to:

- (a) electronically reproduce and distribute, and publicly perform and display the Content on the Site; and
- (b) reproduce and distribute through any media now known, or hereafter developed, excerpts of the Content in advertisements for, and in marketing materials related to, the Site.

3. PARTIES' RESPONSIBILITIES

- 3.1.** The Licensor shall deliver the Content to Retail Tech 247 in a timely manner.
- 3.2.** The Licensor shall be responsible for the accuracy and completeness of the Content.
- 3.3.** Retail Tech 247 has no obligation to the Licensor, and undertakes no responsibility, to review the Content (including user-generated content) to determine whether any such Content may result in any liability to any third party.
- 3.4.** Notwithstanding anything to the contrary contained in this licence if Retail Tech 247 reasonably believes that any Content may create liability for Retail Tech 247, Retail Tech 247 may remove such Content as Retail Tech 247 believes, in its sole discretion, is prudent or necessary to minimise or eliminate Retail Tech 247's potential liability until such time as the parties working in good faith have resolved the matter.

4. MARKS

- 4.1.** Each party acknowledges and agrees for all purposes that all Marks associated with the other party or the other party's services, products, literature, promotional materials or otherwise, whether or not registered, constitute the other party's exclusive property.
- 4.2.** Subject to Clauses 4.3 to 4.7 (inclusively), the Licensor grants to Retail Tech 247 a non-exclusive, non-transferable, non-assignable, royalty-free licence to use its Marks. Retail Tech 247 shall use such Marks solely for the purposes of performing its obligations under this licence, including in connection with any advertising, marketing and promotional activities undertaken and materials developed pursuant to this licence.
- 4.3.** All uses by Retail Tech 247 of the Licensor's Marks shall be in accordance with such usage guidelines as the Licensor may promulgate from time to time. The Licensee shall refrain from all uses of the Licensor's Marks to which the Licensor reasonably objects.

- 4.4. All uses of the Licensor Marks by Retail Tech 247, including all goodwill arising, shall accrue solely to the benefit of the Licensor.
- 4.5. All promotional literature and other materials prepared by Retail Tech 247 in connection with its promotional obligations under this licence shall bear appropriate copyright and trade mark notices as prescribed by the Licensor.
- 4.6. Retail Tech 247 shall not use, register or attempt to register in any jurisdiction, or otherwise appropriate or adopt, any name, mark or logo that is confusingly similar to the Licensor's Marks.
- 4.7. At no time during the term of the licence or thereafter shall Retail Tech 247 attack, challenge or file any application with respect to any Licensor Mark.

5. FEES AND PAYMENT

- 5.1. The Licensor shall pay to Retail Tech 247 (or its parent company) an annual fee as agreed in advance (Fees) in respect of the Content to be available on the Site.
- 5.2. Virtual Expo 247 (12742130) shall issue an invoice in respect of the Fees, and the Licensor shall pay such invoice within 30 days of receipt.
- 5.3. All Fees are exclusive of VAT which will be charged where applicable.
- 5.4. All Fees are non-refundable.

6. WARRANTIES

- 6.1. Each party warrants to the other that it has full power and authority to enter into and perform this licence.
- 6.2. The Licensor warrants to Retail Tech 247 that the Content and the Licensor's Marks:
 - (a) do not infringe any third party's Intellectual Property Rights, other proprietary rights;
 - (b) do not violate any law, statute, ordinance or regulation (including the laws and regulations governing export control);
 - (c) are not defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
 - (d) are not obscene, pornographic or liable to incite racial hatred or acts of terrorism and do not contain child pornography;

- (e) do not violate any laws regarding unfair competition, anti-discrimination or false advertising;
- (f) and do not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

7. LIMITATION OF REMEDIES AND LIABILITY

7.1. Nothing in this licence shall operate to exclude or limit either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud; or
- (c) any other liability which cannot be excluded or limited under applicable law.

7.2. Neither party shall be liable to the other for any loss of profit; anticipated profits; revenues; anticipated savings; goodwill or business opportunity; or for any indirect or consequential loss or damage.

7.3. Save for Clause 7.1, a breach of Clause 6.2 and a breach of Clause 8.4, each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this licence, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the Fees payable in the year in which the claim arises.

7.4. In the event of a breach by the Licensor of the warranties given in Clause 6.2 (b) to (f) (inclusively) or Clause 12 (Confidentiality), the Licensor's aggregate liability in respect of any claim in any calendar year whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed ten thousand pounds sterling (£10,000.00).

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Retail Tech 247 retains all Intellectual Property Rights in the Site and its Marks, and nothing in this licence shall be taken to grant any rights to the Licensor in respect of such Intellectual Property Rights.

8.2. Title to and ownership of all Intellectual Property Rights embodied by or otherwise incorporated into the Content shall remain with the Licensor. Except as expressly provided in this licence, nothing shall be construed to grant to Retail Tech 247 any right, title or interest in

or to the Content.

- 8.3.** Any and all Visitor Data (such as name, address and e-mail address) that is collected through any user registration process or otherwise shall be owned by Retail Tech 247.
- 8.4.** The Licensor shall indemnify Retail Tech 247 against all costs, claims, damages, losses, fees (including legal fees) and expenses arising as a result of any claim or action that the Content and/or the Licensor's Marks infringe Intellectual Property Rights belonging to a third party.
- 8.5.** The indemnity in Clause 8.4 is subject to the following conditions: (a) Retail Tech 247 promptly notifies the Licensor in writing of the claim or action; (b) Retail Tech 247 makes no admissions or settlements without the Licensor's prior written consent; (c) Retail Tech 247 gives the Licensor all the information and assistance that the Licensor may reasonably require; and (d) Retail Tech 247 allows the Licensor complete control over any negotiations, litigation and settlement of any such claim or action.

9. TERM AND TERMINATION

- 9.1.** This licence shall commence from the first day of content submission. Unless terminated earlier in accordance with this Clause 9, this licence shall continue for twelve (12) months (Initial Term). Thereafter it shall automatically renew for further periods of 12 months (Extended Term) unless either party provides to the other one (1) month's written notice to terminate.
- 9.2.** Without affecting any other right or remedy available to it, either party may terminate this licence with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any term of this licence which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or (b) any event occurs, or proceeding is taken, with respect to a party in any jurisdiction to which it is subject that permits the other party to reasonably conclude that the party is suffering or will suffer an insolvency event or other financial difficulty.
- 9.3.** On expiry or termination of this licence, all provisions of this licence shall cease to have effect, except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

10. CHANGE CONTROL

The Licensor shall be provided with login details to Retail Tech 247's portal in order to advise Retail Tech 247 of any updates or amendments to its Content.

11. CONFIDENTIALITY

- 11.1.** Each party undertakes that it shall not at any time during this licence, and for a period of five years after termination of this licence, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 12.2.
- 11.2.** Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this licence. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 12; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3.** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this licence.

12. MISCELLANEOUS

- 12.1.** Notices. Any notice given to a party under or in connection with this licence shall be in writing and shall be sent by email to the address commonly used between the parties and clearly marked as a "LEGAL NOTICE – FOR IMMEDIATE ATTENTION", such notice shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 09.00 to 17.00 Monday to Friday on a day that is not a public holiday in the UK. This clause 13.1 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.
- 12.2.** Assignment. Neither party may transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this licence without the express written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed, save that either party may assign this licence to a group company.

12.3. Entire Agreement. (i) This licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, licences, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter; (ii) Each party acknowledges that it shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this licence.

12.4. Third Party Rights. This licence does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

12.5. Variation Waiver and Rights and Remedies. (i) No variation of this licence shall be effective unless it is in writing, references this clause and is signed by the parties; and (ii) No failure or delay by a party to exercise any right or remedy provided under this licence 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; and (iii) Except as expressly provided in this licence, the rights and remedies provided under this licence are in addition to, and not exclusive of, any rights or remedies provided by law.

12.6. Severance. If any provision or part-provision of this licence is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this licence.

12.7. Governing Law. This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation are governed by and construed in accordance with the laws of England.

12.8. Dispute Resolution. (i) Where at the date of the relevant transaction the Licensor is domiciled outside the United Kingdom, all disputes arising out of or in connection with the licence including any question regarding the validity, existence or termination of the licence and/or this arbitration clause, shall be referred to and finally resolved by arbitration in London conducted in the English language by a sole arbitrator pursuant to the LCIA Arbitration Rules which are deemed to be incorporated by reference into this clause; and (ii) Where at the date of the relevant transaction the Licensor is domiciled within the United Kingdom, all disputes arising out of or in connection with this licence are subject to the non-exclusive jurisdiction of the courts of England & Wales, and the arbitration clause in clause (i) above does not apply.

This licence shall be deemed to have been entered into on the date of content submission.