

Terms & Conditions of Trading

1. Definitions

"Juniper Research" means Juniper Research Limited.

"The Client" means any person or company to whom Juniper Research shall supply, or contract to supply goods and services.

"The Material" means all publications, research and other material supplied by Juniper Research to the Client.

"Licence" means the Client is granted access to specific Material to a company-wide audience. This excludes subsidiary companies or other companies within a group of companies.

"Service" means the detailed specification of the Material to be supplied as agreed with the Client, as detailed in section III of the Statement of Work.

"Term" means the length of the Service provided.

*Master User" is the primary user within the Client that communicates directly with Juniper Research about issues concerning the account.

"Proposal" means the signed agreement between Juniper Research and the Client detailing the Service, Term and Price.

"Consumer" means any individual to whom Material is supplied for private use and who is not being supplied Material in the course of business.

"Account Holders" means any person or company who pays an upfront payment for the Material to be provided over a period of twelve months or more.

"Contract" means the Statement of Work, these terms and conditions, and any order by the Client agreed by Juniper Research to purchase specific Material.

2. Scope of Rights Licensed

2.1 Juniper Research is granting a limited, non-exclusive, non-transferable enterprise-wide Licence to users of the type specifically detailed in clause 2.2 herein for use as particularly described. Any use of the Material must be clearly marked with the words "Used with the express permission of Juniper Research Limited".

2.2 User Agreements

The Client may use the Material for its own internal business purposes as research material. The Client may not use the content of the Material as its own material but may use the Material as an aide to develop its own independently created strategies and policies. The Client may, with Juniper Research's prior written agreement, disclose the Material to their consultants or other professional advisers, or use the Material for external presentations.

The Client cannot make the Material commercially available or otherwise commercially exploit the Material. Under no circumstances should other data be copied into Juniper Research's Material without Juniper Research's written permission.

Without prejudice to any other rights, Juniper Research may terminate this Licence if the Client fails to comply with these Terms and Conditions of Trading. In such an event, the Client must return or destroy all hardcopy materials and delete all digital Materials covered under the Contract.

3. Effective Conditions

3.1 These Terms and Conditions of Trading shall apply to every Contract for the sale of goods or services by Juniper Research in preference to any terms and conditions upon which the Client may trade whether or not Juniper Research shall have received notice thereof. The placing of an order shall be deemed to constitute an unqualified acceptance of these terms.

4. Variation

4.1 No alteration or variation of these Terms and Conditions of Trading shall be effective unless agreed in writing and signed by an authorised representative of Juniper Research.

5. Order Acceptance

5.1 Except at the sole discretion of Juniper Research, only orders and commissions made in writing and received by postal mail, facsimile or through a secure website ordering process shall be accepted and acted upon.

6. Prices

6.1 Unless otherwise stated, all prices are in Pounds (£) sterling and exclusive of VAT or other relevant sales tax or withholding taxes. All

quotations are subject to a firm order being placed within sixty days, unless otherwise stated. Juniper Research reserves the right to increase the current rates from time to time prior to the placement of an order by notice to the Client. If despatch by express service is required, Juniper Research reserves the right to invoice the additional costs incurred.

7. Payment

7.1 Payment for work shall be made within thirty days from the date of invoice unless otherwise specifically agreed in writing.

7.2 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Juniper Research on the due date, Juniper Research may invoke any of the following:

- (a) Charge interest on such sum from the due date for payment at the annual rate of 6% above the Bank of England base lending rate; accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment, and
- (b) Suspend all services until payment has been made in full;
- (c) To demand payment in full with all future orders;
- (d) To terminate all access and rights to access the Materials;
- (e) Terminate this agreement upon 14 days' notice.

8. Delivery

8.1 Whilst delivery and completion dates are given in good faith, such dates are not guaranteed and Juniper Research accepts no liability for

delay in delivery or completion, when such delay was outside of its control.

8.2 Juniper Research shall not be liable for any indirect or consequential damage or loss, loss of profits or loss of business opportunities suffered as a result of any delay in delivery.

8.3 The Parties agree that time is not of the essence however, Juniper Research shall use reasonable endeavours to meet any completion dates which it has provided to the Client in writing.

9. Returned Goods

9.1 Goods sold and downloaded electronically are not returnable or cancellable unless such a return is expressly authorised in writing by Juniper Research, and in the event of such consent being given, Juniper Research may apply a reasonable handling charge in respect of the goods returned.

9.2 If the Material's electronic delivery format is defective, Juniper Research will replace the Material in question at no additional charge, only if notified of the defective formatting within seven days from the date of the original delivery of the Material.

10. Products

10.1 Juniper Research reserves the right to withdraw any Material from its range at any time or to withdraw any quotation prior to order without notice or liability.

11. Copyright & Intellectual Property

11.1 The Material will be proprietary to Juniper Research and all title rights and interests in the copyright and all other intellectual property rights of whatever nature therein shall belong to and remain vested with Juniper Research (or its licensors). For the avoidance of doubt, Juniper Research may use all or part of the Material to be supplied for Contracts with other clients of Juniper Research. The Client has no ownership rights in the Material.

12. Confidentiality

12.1 The Client acknowledges that the contents of the Material are confidential and may not be reproduced or duplicated in any way or distributed to any person who is not a employee of the Client and under an express duty of confidentiality to the Client. The Client agrees to take all reasonable measures to safeguard the confidentiality of the Material. Reproduction or disclosure in whole or in part to parties other than the Client is permitted only with the written and express consent of Juniper Research.

12.2 Any other use by a third party not expressly provided for in these Terms & Conditions of Trading is strictly prohibited and a breach of these Terms & Conditions of Trading.

12.3 Neither Party shall make or authorise any media release, advertisement, or other disclosure pertaining to this Agreement without the prior written consent of the other Party. Juniper Research recognises that the Client owns certain confidential information, meaning any and all information conveyed orally, in writing, or by electronic transmission relating to the Client's Business, including, but not limited to, proprietary

information, trade secrets, business plans, computer software and the like concerning the Client, its suppliers, its customers, and its affiliates, or which in way relates to this Agreement, past, present or future research development or business activities of the Client (“Client Confidential Information”), and that the Client has disclosed or may disclose to Juniper Research portions of such Client Confidential Information incident to the performance of Juniper Research’s obligations under this Agreement. Juniper Research agrees to preserve in confidence and secrecy all such Client Confidential Information and will not reveal the content or existence of such Client Confidential Information to persons not authorised in writing by the Client to receive the same, and will take all reasonable steps necessary to prevent unauthorised parties from obtaining such Client Confidential Information. In the event there is inadvertent disclosure of Client Confidential Information, Juniper Research shall promptly notify the Client of the disclosure and shall take all necessary steps to prevent any further disclosure.

13. Liability

13.1 The information contained in the Material is believed to be reliable but cannot be guaranteed to be correct, complete or free from errors.

13.2 To the maximum extent permitted by law, Juniper Research or any its employees shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from:

- (a) any errors in or omissions from the Material available or not included therein,
- (b) the unavailability or interruption to the supply of the Material or any features thereof or any Material,

(c) Client’s use of any equipment in connection with the Material,

(d) the content of Material,

(e) any delay or failure in performance beyond the reasonable control of Juniper Research.

13.3 With the exception of claims for gross negligence and or intentional misconduct, the following provisions set out the entire financial liability of Juniper Research (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:

(a) any breach of the Contract,

(b) any representation, statement or tortious act or omission, including negligence arising under or in connection with the Contract.

13.4 All warranties, conditions and other terms implied by statute or common law (except for the conditions implied by Section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

13.5 Nothing in these Terms & Conditions of Trading excludes or limits the liability of Juniper Research or the Client for death or personal injury caused by Juniper Research’s or the Client’s negligence, or for fraud or fraudulent misrepresentation. Subject to the above:

- (a) Juniper Research’s and the Client’s aggregate liability for direct loss or damage in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of or failure to perform the Contract shall be limited to the total price payable under the Contract for the supply of Material and

is reduced to the extent that Juniper Research or the Client caused or contributed to that loss or damage, and

(b) Subject to (a) above, Juniper Research shall not be liable to the Client, or the Client liable to Juniper Research, for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential), or for any costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13.7 Subject to clause 13.4, Juniper Research shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, legal fees) in any way due to, resulting from, or arising in connection with the Material, or the failure of Juniper Research to perform its obligations, regardless of any negligence of Juniper Research.

13.8 Subject to the provisions of this clause 13, Juniper Research shall remain responsible to the Client for any damages directly arising from Juniper Research's breach of this Agreement.

13.9 The Material is provided for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice or judgement.

13.10 Whilst reasonable efforts are made to keep the Material up to date, the Client should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result.

14. Account Holders

14.1 For clients transacting as Account Holders, these Terms and Conditions of Trading shall apply to each individual item of Material.

14.2 Payments by Account Holders shall cover a period of twelve months (unless stated otherwise by Juniper Research). Payments shall not be carried over beyond the twelve-month period (beginning on the date of the invoice) without the prior written permission of Juniper Research.

15. Term and Termination

15.1 For clients transacting as Account Holders, the Service commences on the date specified in the Statement of Work or the date the Client starts using the Service whichever is earlier. Unless terminated earlier in accordance with term 15.2, the initial term shall be for a period of twelve months.

15.2 Each Service will automatically renew for subsequent twelve-month periods, unless specified in the Statement of Work or unless either Party notifies the other Party in writing of its intention to not renew the Service, at least thirty days prior to the end of the Service.

15.3 On termination of the Contract:

(a) the Client shall immediately pay to Juniper Research all of Juniper Research's outstanding unpaid invoices and interest and, in respect of Services and Materials supplied but for which no invoice has been submitted, Juniper Research shall submit an invoice, which shall be payable by the Client immediately on receipt,.

15.4 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.5 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16. Assignment

16.1 Each party shall not, without the other party's written consent, assign or transfer or purport to transfer this Contract or the benefit thereof to any person whatsoever.

16.2 The Material shall be treated at all times as a confidential and proprietary document for use in accordance with the terms of clause 2.2 herein.

16.3 Any purported sale, assignment, transfer or sub-licence without the mutual agreed consent of both parties will be void and will automatically terminate the Licence granted hereunder.

17. Consumer Rights

17.1 Juniper Research provides services and Materials to business and educational organisations only. If a Client wishes to contract as a consumer, he/she must identify himself/herself as a consumer before entering into a Contract with Juniper Research. In this case, the Client may cancel a Contract at any time within seven working days from acceptance of their order. In this case, the Client will receive a full refund

of the price paid in accordance with the terms of clause 9. To cancel a Contract, you must inform us in writing. This provision does not affect your statutory rights.

18. Enforceability of Conditions

18.1 Each condition hereof is to be construed as an individual and separate condition and the invalidity of any one or more conditions shall not affect the validity or enforceability of the remainder.

19. Force Majeure

19.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, including without limitation:

- (a) Acts of God, flood, drought, earthquake or other natural disaster.
- (b) Epidemic or pandemic.
- (c) Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations.
- (d) Nuclear, chemical or biological contamination or sonic boom.
- (e) Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.
- (f) Collapse of buildings, fire, explosion or accident.

(g) Any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).

(h) Non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause).

(i) Interruption or failure of utility service, internet services or communication services.

19.2 In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

20. Governing Law and Jurisdiction

20.1 These Terms and Conditions of Trading shall be subject to and construed in accordance with the laws of England and Wales.

20.2 Except as detailed in clause 21 below, the parties irrevocably agree that courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

21. DISPUTE RESOLUTION PROCEDURE

21.1 Subject to clause 21.2 if a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute), then, except as expressly provided in this Contract, the Parties shall follow the procedure set out in this clause:

(a) Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Senior Manager of the Client and the Senior Manager of Juniper Research shall attempt in good faith to resolve the Dispute,

(b) If the Senior Manager of the Client and Senior Manager of Juniper Research are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of the Client and Chief Executive of Juniper Research who shall attempt in good faith to resolve it; and

(c) If the Chief Executive of the Client and Chief Executive of Juniper Research are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties agree that any Dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration's Rules, which Rules are deemed to be incorporated by reference into this clause.

I. The number of arbitrators shall be one.

II. The seat, or legal place, of arbitration shall be London, England.

III. The language to be used in the arbitral proceedings shall be English.

IV. The governing law of the arbitration agreement shall be the substantive law of England and Wales.

21.2 The commencement of arbitration shall not prevent the parties seeking an injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement from a

court, or from commencing or continuing court proceedings in relation to any Disputes relating to Intellectual Property.

Terms & Conditions Date: October 2019