

## RECII LICENCE TERMS

### 1. Definitions and interpretation

- 1.1. The following definitions and rules of interpretation apply:

**Accounts:** the user account(s) made available to the Customer by Recii for the Customer's use of the Services. The number of Accounts the Customer has is determined by the Subscription Plan.

**Authorised Users:** employees, agents, or independent contractors of the Customer who are authorised to access and use the Services.

**Business Day:** 9am until 5pm on a day other than a Saturday, Sunday or a public holiday in England.

**Candidate Data:** any data relating to a Candidate which is provided or made available to Recii by a Candidate or the Customer in connection with the Services. Candidate Data excludes Contact Data.

**Candidate:** an individual who engages in a Conversation as part of the Customer's use of the Services.

**Client:** a client of the Customer that engages the Customer to assist with recruitment, and for whom the Customer wishes to pre-screen Candidates using the Services.

**Confidential Information:** all confidential information (however recorded or preserved) disclosed by one party or its employees, officers, representatives or advisers (together "**Representatives**") to the other party and the other party's Representatives, including the terms of this Agreement, the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, products, services, information, know-how, or trade secrets of the disclosing party.

**Contact Data:** a Candidate's contact information provided by the Customer to Recii in order to invite the Candidate to register to use the Platform.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Process/Processing:** have the meanings given to them in the Data Protection Legislation.

**Conversation:** the pre-screening interview of a Candidate conducted by the Platform on behalf of the Customer.

**Conversation Allowance:** the maximum number of Conversations a Customer is entitled to in any month under the Subscription Plan.

**Custom Services:** any optional services Recii may provide to integrate the Platform with the Customer's customer relationship management system or any other system or database which the Customer wishes to integrate with the Platform, as specified in the Order Form.

**Customer Data:** any data which is provided and/or made available by the Customer under this Agreement, including job specifications and Contact Data, but excluding Candidate Data.

**Data Protection Legislation:** all applicable laws relating to the processing of personal data and privacy including (where applicable) the Data Protection Act 2018, the Privacy and Electronic

Communications (EC Directive) Regulations 2003 (as amended) (and any regulation from time to time in the United Kingdom which implements Directive 2002/58/EC of the European Parliament) and the GDPR and any legislation or regulation implementing the GDPR from time to time in the United Kingdom, all as amended, replaced or updated from time to time.

**Data Protection Terms:** the data protection terms at <https://recii.io/legal-terms> which are incorporated by reference into this Agreement.

**Derived Data:** any data which is derived from the Customer's use of the Services or the processing of the Customer Data or Candidate Data, including: (a) any data which is processed and stored as mathematical constructs; (b) statistical or aggregated data; and (d) any other analytical, marketing and recruitment data such as the number and duration of Conversations, and technical reports on the performance of the Platform. Derived Data shall not include Personal Data, except where such Personal Data has been anonymised.

**Fees:** the Initial Fees, the Invite Fees, the Pay as You Go Fees, the Subscription Fees, the Interaction Fees, the Custom Services Fees, and any other fees identified in the Order Form as being payable by the Customer for its use of the Services.

**GDPR:** the European Union General Data Protection Regulation ((EU) 2016/679).

**Insolvency Event:** with respect to a party, (a) entering into a composition or arrangement with its creditors other than for the sole purpose of a solvent reconstruction; (b) an inability to pay its debts as they become due; (c) a person becoming entitled to appoint or appointing a receiver or an administrative receiver over that Party's assets; (d) a creditor or encumbrancer attaches or takes possession of the whole or any part of that party's assets which is not discharged within 14 days; or (e) any event occurs, or proceeding is taken, in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (a) to (d) above.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, trade marks 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, 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.

**Platform:** Recii's artificial intelligence-enabled candidate screening platform known as the 'Recii Management Platform' (including any related application programming interface(s), authentication application software and any related documentation provided by Recii from time to time.

**Service Levels:** the service levels and response times relating to the Platform, as specified in the Service Schedule <https://recii.io/legal-terms>.

**Service Schedule:** the schedule at <https://recii.io/legal-terms> which sets out the Service Levels and details of the Support Services.

**Services:** the provision of candidate screening services to the Customer via the Platform, and any Support Services provided by Recii.

**SMS Allowance:** the maximum number of SMS text messages the Customer can require Recii to send per month to potential Candidates under the Subscription Plan.

**Start Date:** the date specified in the Order Form as the Start Date.

**Sub-Processor:** any third party engaged by Recii to Process Personal Data on behalf of the Customer.

**Subscription Plan:** means the plan identified on the Order Form pursuant to which the Customer will use the Services.

**Supervisory Authority:** has the meaning under the Data Protection Legislation.

**Support Services:** any technical support provided by Recii to the Customer in relation to the Customer's use of the Services, as described in the Service Schedule <https://recii.io/legal-terms>.

**Term:** has the meaning given to it in the Order Form.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer 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. Any phrase introduced by the expressions "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.
- 1.4. A reference to a particular law is a reference to it taking account of any amendment, extension, or re-enactment, any subordinate legislation made under it and includes any provision superseding it or re-enacting it (with or without modification), before or on the date of this Agreement, or after the date of this Agreement.
- 1.5. Unless expressly stated otherwise in this Agreement, a reference to "**writing**" or "**written**" includes e-mail.

## 2. Use of the Services

- 2.1. Subject to the Customer paying the Fees any complying with the other terms and conditions of this Agreement, Recii hereby grants to the Customer a non-exclusive, non-transferable, non-sub-licensable,

right to permit Authorised Users to access and use the Services during the Term, strictly for the Customer's or its Clients' recruitment purposes.

- 2.2. Recii shall: (i) provide the Services to the Customer on and subject to the terms and conditions of this Agreement; (ii) use reasonable endeavours to ensure that the Platform conforms to any specification provided to the Customer by Recii from time to time; (iii) endeavour to provide the Support Services and make the Services available in accordance with the Service Levels; and (iv) if requested by the Customer and specified in the Order Form, provide the Custom Services, subject to payment by the Customer of the Custom Services Fees.
- 2.3. The Customer shall not, and shall procure that its Authorised Users shall not, access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that is unlawful, harmful, infringing, offensive, discriminatory, or which facilitates illegal activity or depicts sexually explicit images or causes damage or injury to any person or property.
- 2.4. Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, the Customer shall not, and shall not attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform.
- 2.5. The Customer shall not, and shall not attempt to: (a) access all or any part of the Services in order to build a product or service which competes with the Services; (b) make the Services available to any third party except to Authorised Users; or (c) attempt to obtain, or assist any third party in obtaining, access to the Services, other than as provided under this clause 2. The Customer shall promptly notify Recii in the event of any such unauthorised access or use.
- 2.6. The Customer is responsible for Authorised Users' compliance with this Agreement including the restrictions set out in this clause 2. Recii reserves the right, without liability to the Customer and without prejudice to its other rights, to disable the Customer's or any Authorised User's access to or use of the Services in the event of any breach of this clause 2.
- 2.7. The rights provided under clause 2.1 are granted to the Customer only, and shall not be considered granted to any subsidiary, holding company, or Client of the Customer.

## 3. Customer Data and Derived Data

- 3.1. As between the parties, the Customer shall own all right, title and interest in and to all of the Customer Data, and shall be solely responsible for the legality, reliability, integrity, accuracy, and quality of the Customer Data and any Candidate Data it provides to Recii. The Customer shall promptly notify Recii if any Customer Data or Candidate

Data is or becomes inaccurate or unreliable or where the Customer suspects or becomes aware of any illegality in the collection or use of the Candidate Data by the Customer.

- 3.2. The Customer hereby grants to Recii a royalty free, non-exclusive, transferable, perpetual and irrevocable licence to use the Customer Data during the Term for the purposes of providing the Services to the Customer.
- 3.3. Recii may track and analyse the Customer and its Authorised Users' use of the Platform in order to improve the Services, and use the Customer Data and Candidate Data to improve the performance and functionality of the Platform, including Recii's algorithms, or to develop improvements, updates, upgrades, modifications or derivative works thereof ("**Improvements**"), including the Derived Data. Recii shall own all right, title and interest in and to all of the Derived Data and any Improvements.
- 3.4. The Customer acknowledges that Recii may use the Candidate Data to populate Candidate profiles in the Platform in accordance with Recii's privacy policy <https://recii.io/legal-terms>. This clause 3.4 survives termination or expiry of this Agreement.

#### **4. Customer's obligations**

- 4.1. The Customer shall provide Recii with full and unrestricted access to its computer infrastructure to the extent necessary to set up and configure the Services for the Customer, and to the Customer's Account in order to provide support or fix any errors in the Platform.
- 4.2. The Customer shall ensure that its network and systems comply with the relevant specifications provided by Recii from time to time necessary for the operation of the Services. The Customer shall be responsible for procuring and maintaining all network connections and telecommunication links from its systems to Recii's data centres.
- 4.3. The Customer shall ensure that all Authorised Users comply strictly with the terms and conditions of this Agreement and the Customer shall remain fully liable and responsible for all acts and omissions of its Authorised Users as if they were its own.
- 4.4. The Customer shall ensure that Authorised Users keep their login credentials secure and confidential, and the Customer shall use all commercially reasonable endeavours to prevent any unauthorised access to or use of the Services, and assumes full responsibility for any activity occurring under its Account(s).
- 4.5. The Customer warrants and represents that it shall obtain, comply with and maintain all necessary authorisations, permits, licences and consents (statutory, regulatory, contractual or otherwise), including all obligations applicable under the Data Protection Legislation, in order to enable the lawful supply and/or transfer of the Customer Data and Candidate Data to Recii, and to enable Recii to provide the Services.

4.6. The Customer will comply with all laws and regulations applicable to its use of the Services and the performance of its obligations under this Agreement.

#### **5. Charges and payment**

- 6.1. The Customer shall pay the Fees to Recii in accordance with this clause 5 and any payment terms specified in the Order Form.
- 6.2. Recii shall invoice the Customer on a monthly basis and the Customer shall pay each invoice within 14 days of the date of each invoice.
- 6.3. If Recii has not received payment within 14 days of the due date, without prejudice to any other of its rights and remedies, Recii may, without liability to the Customer, disable the Customer's and its Authorised Users' access to all or part of the Services, and Recii shall be under no obligation to provide the Services to the Customer until the invoice(s) are paid in full.
- 6.4. Interest shall accrue on a daily basis on any overdue amounts at an annual rate equal to 4% above the Bank of England's base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 6.5. Fees are payable in the currency specified in the Order Form, are non-cancellable and non-refundable and are stated exclusive of value added tax (or other relevant sales tax), which shall be added to Recii's invoice(s) at the appropriate rate.
- 6.6. Recii shall be entitled to increase or change the Fees on each anniversary of the Start Date. Recii will provide the Customer with no less than 30 days written notice of any such increase, and the Customer shall be entitled to provide Recii with written notice to terminate this Agreement at the end of the Initial Term or the then current Renewal Term (as applicable) if it does not accept the amended Fees. If the Customer does not terminate this Agreement in accordance with this clause, the amended Fees will apply automatically from the first date of the next Renewal Term.
- 6.7. The Customer acknowledges that the Subscription Fees are linked to the Conversation Allowance and SMS Allowance, and that Recii will monitor the number of Conversations undertaken using the Platform and the number of SMS the Customer requires Recii to send to potential Candidates. In the event that the Customer's use of the Services attempts to exceed the Conversation Allowance or the SMS Allowance (in either case, an "**Overage**"), Recii will be entitled to increase the Subscription Fees payable by the Customer by upgrading the Customer's subscription plan as necessary to take into account such Overage.
- 6.8. If the Customer wishes to purchase additional Accounts, it shall notify Recii in writing and Recii shall provide to the Customer an adjusted Subscription Fee rate to take into account any additional Account(s) the Customer wishes to add to its Subscription Plan. The new Subscription Fees will apply from the date of activation of the additional Account(s) the Customer has requested.

## **7. Data protection**

The Processing of Personal Data in connection with this Agreement shall be governed by the Data Protection Terms. Both parties shall comply with the Data Protection Terms, which are in addition to and do not relieve, remove, or replace, each party's obligations or rights under the Data Protection Legislation.

## **8. Intellectual Property Rights**

- 8.1. Recii and/or its licensors own all Intellectual Property Rights in the Platform and the Derived Data. Except for the licence expressly granted in clause 2, this Agreement does not grant the Customer any rights to, under, or in any Intellectual Property Rights in respect of the Services.
- 8.2. To the extent that the Customer's or any Authorised User's use of the Services results in any Improvements to the Services or the operation of the Platform, any and all Intellectual Property Rights in and to such Improvements shall immediately vest in and be owned by Recii.
- 8.3. Recii makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Platform. All rights not expressly set forth hereunder are reserved by Recii.

## **9. Confidentiality**

- 9.1. Each party agrees to keep confidential, and not use for any purpose other than the performance of its obligations under this Agreement, any Confidential Information it receives pursuant to this Agreement.
- 9.2. Each Party will only disclose or reveal any of the other Party's Confidential Information disclosed to it to: (i) those of its personnel who are required in the course of their duties to receive and consider the same for the purpose for which it is supplied (provided that each Party shall ensure that any such personnel to whom it discloses the other Party's Confidential Information comply with this clause 9); and (ii) any court, governmental or administrative authority competent to require the same, or as required by any applicable law, legislation or regulation (provided the disclosing Party is given the opportunity to discuss and agree any possible limitations or restrictions on disclosure in advance to the extent permitted by law).
- 9.3. The provisions of clauses 9.1 and 9.2 shall not apply to information that: (a) is or becomes generally available in the public domain otherwise than arising in connection with a breach of this obligation by the recipient; (b) is lawfully in the recipient's possession free of any restrictions as to its use or disclosure at the time of disclosure by the disclosing Party; (c) is lawfully acquired from an independent third party who did not itself obtain it under an obligation of confidentiality; or d) is independently developed without access or reference to any information disclosed by the disclosing Party.
- 9.4. The provisions in this clause 9 shall survive termination or expiry of this Agreement.

## **10. No warranty**

- 10.1. The Customer acknowledges that Recii has no control over the accuracy or quality of any data provided to it by the Customer or Candidates, and consequently Recii does not guarantee that any data Recii provides to the Customer pursuant to this Agreement will be accurate, reliable or complete.
- 10.2. Recii does not warrant that the Customer's use of the Services will be uninterrupted, error-free or secure, or that the Services will meet the Customer's requirements. Recii 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 Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.3. Except as expressly and specifically provided in this Agreement, 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 the Customer acknowledges that the Services and any information provided by or on behalf of Recii are provided to the Customer on an "as is" basis.

## **11. Indemnity**

- 11.1. Recii shall defend the Customer against any third party claims that the use of the Services in accordance with this Agreement infringes any third party Intellectual Property Rights and shall indemnify the Customer for and against any amounts awarded against the Customer in judgment or settlement of such claims, provided that (i) Recii is given prompt notice of such claim; (ii) the Customer provides reasonable co-operation to Recii in the defence and settlement of such claim, at Recii's expense; (iii) Recii is given sole authority to defend or settle the claim; and (iv) the Customer makes no admission of liability or fault itself or on Recii's behalf.
- 11.2. In the defence or settlement of any claim pursuant to clause 11.1, Recii may, at its sole option and expense, either:
  - 11.2.1. procure for the Customer the right to continue using the Services in the manner contemplated by this Agreement,
  - 11.2.2. replace or modify the Platform or the Services as applicable so that it becomes non-infringing, or
  - 11.2.3. terminate this Agreement by notice in writing and without liability to Customer.
- 11.3. Recii shall not in any circumstances have any liability (including in respect of the indemnity provided under clause 11.1) if the alleged infringement is based on: (i) modification of the Platform by anyone other than Supplier; or (ii) the Customer's or any Authorised User's use of the Services otherwise than in accordance with this

Agreement or in a manner contrary to the instructions given by Recii to the Customer; or (iii) the Customer's or any Authorised User's use of the Platform or Services after notice of the alleged or actual infringement from Recii or any appropriate authority; or (iv) use or combination of the Platform with any other software or hardware, in circumstances where, but for such combination, no infringement would have occurred

- 11.4. The Customer shall defend, indemnify and hold harmless Recii, its directors and its employees from and against all losses, damages, liabilities and claims, arising from or in relation to any third party claims that the processing and use of the Customer Data or the Candidate Data in accordance with this Agreement infringes or misappropriates any third party rights or breaches Data Protection Legislation.
- 11.5. The Customer shall defend Recii against all or any costs, claims, damages or expenses incurred by Recii in respect of any third party claims relating to the Customer's or any Authorised User's use of the Platform or the Services otherwise than in accordance with this Agreement, provided that (i) the Customer is given prompt notice of such claim; (ii) Recii provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (iii) the Customer is given sole authority to defend or settle the claim; and (iv) Recii makes no admission of liability or fault itself or on the Customer's behalf.

## 12. Limitation of liability

- 12.1. This clause 12 sets out the entire financial liability of Recii to the Customer in respect of: (a) any use made by the Customer or its Authorised Users of the Services; and (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 12.2. Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for results obtained by Authorised Users from the use of the Services, and for conclusions drawn from such use. Recii shall have no liability for any damage caused by errors or omissions in any information, or any actions taken by Recii at the Customer's direction. No other party is entitled to rely on any information Recii provides to the Customer for any purpose whatsoever, and Recii disclaims any responsibility to any such third party who has had communicated to them the information or advice provided by or on behalf of Recii to the Customer.
- 12.3. Nothing in this Agreement excludes either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any liabilities that cannot be excluded under applicable law.
- 12.4. Subject to clause 12.3, Recii shall not be liable for any consequential, indirect, special, incidental, punitive or exemplary losses or damages, whether foreseeable or unforeseeable, including loss of profit, loss of business, loss of goodwill, loss of or corruption of data, loss caused or contributed to by any employee, agent, contractor or representative of the Customer, loss caused as a result of the Services being unavailable as a result of planned

downtime as notified to the Customer, loss arising from any failure of the Customer's infrastructure and/or utilities, loss caused as a result of the Services being unavailable caused by a Force Majeure Event, loss caused by the failure or delay of any third party application or service or network, however arising under this agreement ("**Excluded Losses**"). Recii's entire, aggregate liability in contract, tort (including negligence and statutory duty) arising out of or relating to this Agreement shall be limited to the greater of: (i) the total Fees paid during the twelve (12) months immediately preceding the date on which the claim arose, or (ii) £100,000.

## 13. Term and termination

- 13.1. This Agreement shall, unless otherwise terminated as provided in this clause 13 or any termination provisions contained in the Order Form, commence on the Start Date and shall continue for the 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 (a) the other party commits a material breach of any of the terms of this Agreement which is not capable of remedy; (b) the other party commits a material breach of any of the terms of this Agreement and fails to remedy that material breach within 30 days of receiving notice to remedy; or (c) the other party suspends ceases, or threatens to suspend or cease to carry on all or a substantial part of its business, or suffers an Insolvency Event.
- 13.3. Without prejudice to any other rights or remedies hereunder to which Recii may be entitled, if Recii knows or has reasonable grounds to suspect that the Customer is acting in breach of its obligations under this Agreement (including failure to pay the Fees), Recii may notify the Customer in writing accordingly and may suspend the Customer's and all Authorised Users' access to the Services until such breach can be remedied or until Recii is satisfied, acting reasonably, that its suspicions are unfounded.
- 13.4. On termination of this Agreement for any reason: (a) all licences granted to the Customer under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services; (b) each party shall return to the other party and make no further use of any Confidential Information belonging to the other party; and (c) 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 this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

## 14. General

- 14.1. **Entire agreement.** This Agreement constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement by or on behalf of the parties and relating to its subject matter.

- 14.2. **Assignment.** The Customer shall not, without the prior written consent of Recii, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Recii 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 without any further consent of the Customer.
- 14.3. **Force majeure.** Neither party is responsible for failure to fulfil its obligations herein, except for any payment obligations, due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance herein ("**Force Majeure Event**"). Dates or times by which each party is required to render performance under this Agreement shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes. If the Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than thirty (30) days, either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.
- 14.4. **Notices.** All communications relating to this Agreement shall be in writing and delivered by recorded delivery only to the party concerned at the relevant address shown at the top of this Agreement (or such other address as may be notified from time to time in accordance with this clause. Any such communication shall take effect at 9.00 am on the second Business Day after posting or if by email, 24 hours after transmission, in the absence of a failed delivery receipt.
- 14.5. **Variation.** No variation of this Agreement shall be valid unless it is in writing (which for this purpose does not include email) and signed by or on behalf of each of the parties by its respective authorised representatives.
- 14.6. **Waiver.** 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.
- 14.7. **Severance.** 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. 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.
- 14.8. **Independent contractor.** The relationship between the parties is that of independent contractors and nothing shall be construed to create a partnership, joint venture, or agency relationship between the parties nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall together constitute the one agreement.
- 14.10. **Third party rights.** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 14.11. **Governing law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 14.12. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**SCHEDULE 2**  
**SERVICE SCHEDULE**

**1. Service Levels**

Recii will use commercially reasonable endeavours to ensure the Platform will be available 99% of the time, measured on a monthly basis, excluding planned downtime and maintenance. Recii shall use reasonable endeavours to provide at least 7 days' written notice prior to scheduled maintenance taking place.

**2. Support services**

Technical support related to the Platform can be obtained by contacting [support@recii.io](mailto:support@recii.io). Recii will use commercially reasonable endeavours to respond to any support request on the next Business Day following the Business Day on which the support request is received by Recii.

Recii shall not under any circumstances be obliged to pay any money or make any refund to the Customer if Recii does not meet the service levels or response times set out in this Support Schedule.