

## WEEVA

## TERMS AND CONDITIONS

Version 2 February 2023

This Agreement (as defined below) is between (i) Weeva Limited (company no. 13811908) whose principal place of business is at: 1 Charter House Street, London, EC1N 6SA, England ("**Weeva**") and (ii) you, the Customer.

Customer and User's access to and use of Weeva's Solution (as defined below) is governed by this Agreement.

## 1. DEFINITIONS.

The following capitalised terms shall have the following meanings whenever used in this Agreement.

- 1.1 "**Agreement**" means these terms and conditions which incorporates the AUP, the Documentation, the Data Security Addendum, the DPA, the Privacy Notice and the Order.
- 1.2 "**AUP**" means Weeva's acceptable use policy available at [www.weeva.earth/policies](http://www.weeva.earth/policies) which may be updated by Weeva from time to time.
- 1.3 "**Customer**" means the party who completes the Order, and access and uses the Solution. The Solution will typically refer to a Customer by the "property name", notwithstanding that the registered or official name of the Customer may differ.
- 1.4 "**Customer Data**" means content in electronic form input or collected through the Solution by or from Customer, including without limitation by Customer's Users.
- 1.5 "**Documentation**" means documentation related to use of the Solution, as amended from time to time. The Documentation may take the form of PDF files, guides, videos, learning material or any other medium. The Documentation is proprietary to Weeva and may be updated by Weeva from time to time.
- 1.6 "**Data Security Addendum**" means Weeva's data security addendum available at [www.weeva.earth/policies](http://www.weeva.earth/policies) which may be updated by Weeva from time to time.
- 1.7 "**DPA**" means Weeva's data processing addendum available at [www.weeva.earth/policies](http://www.weeva.earth/policies) which may be updated by Weeva from time to time.
- 1.8 "**Order**" means the online order completed by Customer for access to the Solution.
- 1.9 "**Privacy Notice**" means Weeva's Privacy Notice available at [www.weeva.earth/policies](http://www.weeva.earth/policies) which may be updated by Weeva from time to time.
- 1.10 "**Solution**" means Weeva's hosted, on-demand, web-based software-as-a-solution made available to Customer.
- 1.11 "**Term**" the then current subscription term of the applicable Order during which the Users are authorised to access the Solution.
- 1.12 "**User**" means any individual who accesses or uses the Solution on Customer's behalf or through Customer's accounts or passwords, as provided to Customer by Weeva, whether authorized or not.

## 2. **FREE TRIAL**

- 2.1 If Customer registers for a free trial, the applicable provisions of this Agreement will also govern that free trial.
- 2.2 Upon registration, Weeva will make the Solution available to Customer on a trial basis free of charge until the earlier of: (a) the end of the free trial period; (b) the start date of any subscriptions ordered by Customer; or (c) termination by Weeva of the free trial, which it may terminate in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.
- 2.3 Notwithstanding any representations, warranties or any indemnifications given by Weeva in this Agreement, the Solution provided under the free trial is provided "as is" without any warranties whatsoever and Weeva shall have no indemnification obligations nor liability of any type with respect to the Solution for the free trial period unless such exclusion of liability is not enforceable under applicable law in which case Weeva's liability shall not exceed £1,000.

## 3. **PROVISION OF THE WEEVA SOLUTION**

- 3.1 Weeva will make the Solution available to Customer and Customer may access and use the Solution through their web browser. The Solution is made available solely for Customer's internal business purposes. Weeva will maintain the hardware and software necessary to do so. Weeva may change, revise, alter or modify the features or functionality of the Solution at any time and use its commercially reasonable efforts not to materially diminish the features or functionality available to Customer. This will be communicated to the Customer through Weeva issuing release notes. If any such change, revision, alteration or modification to the Solution materially reduces features or functionality Customer may within 30 days of notice of the revision terminate its Order, without cause.
- 3.2 The number of Users is not limited, and Customer may authorise as many Users as it wants to access and use the Solution, however Customer remains liable for all acts and/or omission of Users.
- 3.3 Users shall be granted access to the Solution and Documentation, subject to acceptance of this Agreement. Customer may reproduce and use the Documentation solely as necessary to support Users' use of the Solution.
- 3.4 The Solution is built on a self-service model. The Solution has various guides and prompts to ensure that Customer is able to self-navigate through the Solution.
- 3.5 Weeva shall not be liable to the Customer or any User, for any loss or damages that may arise by the Customer or any User following or not following guides, prompts, suggestions, or tasks on the Solution. Customer takes full responsibility for its and its User's acts or omissions.

## 4. **PROFESSIONAL SERVICES**

Weeva and Customer may decide to engage in professional services or projects in which case this Agreement will govern those professional services or projects, unless Weeva and Customer conclude separate agreements.

## 5. **AVAILABILITY AND SERVICE ENQUIRIES**

- 5.1 **Uptime:** means the average percentage of total time during a year that the Solution will be available for use by Customer excluding any maintenance windows or delays due to any conditions beyond the reasonable control of Weeva.

The Solution shall have an uptime of 99.9%.

5.2 **Service Queries:** The Weeva connect team are available from 09:00 - 17:00 (GMT+2), Monday - Friday. The Weeva team will respond to all queries within one business day. [connect@weeva.earth](mailto:connect@weeva.earth)

## 6. **TERM & TERMINATION.**

6.1 The Term of this Agreement shall correspond with the subscription term out in the Order unless it is renewed or terminated earlier in accordance with the terms of this Agreement.

6.2 Unless otherwise set out in an Order, the Term shall automatically renew for successive twelve-month periods, unless either party gives prior written notice not to renew an Order at least 30 days before the end of the Term. Weeva may increase the fees due under an Order for each successive Term by providing notice to Customer of such increase at least 45 days before the commencement of the next Term.

6.3 A party may terminate this Agreement; (a) for the other party's material breach by written notice, unless the other party first remedies such breach; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors and such proceeding is not favourably resolved within 45 days.

6.4 Upon termination of this Agreement, Customer shall cease all use of the Solution and delete, destroy, or return all copies of the Documentation in its possession or control.

## 7. **FEES**

7.1 The fees will be stated in an Order and are payable annually in advance.

7.2 Other than when an Order is terminated due to Weeva's unremedied breach in which case Customer shall be entitled to a pro-rata refund of any pre-paid but unused fees due for the Term, fees are non-cancellable and non-refundable.

7.3 At the start of the subscription period, Customer will be required to load payment card details to process payment or pay via an EFT (Electronic Funds Transfer). If payment fails, Customer's access to the Solution will be suspended after 7 days. During this period, the Weeva Connect team will notify Customer of non-payment. Once payment is made, Customer access to the Solution will be re-instated.

7.4 The fees are inclusive of sales taxes where relevant, including VAT and GST. Customer is responsible for paying all other external fees and taxes associated with its use of the Solution wherever levied, which may include withholdings tax.

## 8. **CUSTOMER DATA & PRIVACY**

8.1 To use the Solution, Customer will input Customer Data and Weeva will collect Customer Data from the Customer which may include Personal Data, as defined in the DPA.

8.2 Weeva will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Data Security Addendum available at [www.weeva.earth/policies](http://www.weeva.earth/policies). Those safeguards will include, but will not be limited to, measures designed to prevent unauthorised access to or disclosure of Customer Data (other than by Customer or Users). Weeva will process Customer Data on behalf of the Customer and in terms of the DPA available at [www.weeva.earth/policies](http://www.weeva.earth/policies). Both the Data Security Addendum and the DPA shall apply to the extent Customer Data includes Personal Data.

8.3 Weeva's Privacy Notice available at [www.weeva.earth/policies](http://www.weeva.earth/policies). It sets out how Weeva will process Personal Data.

- 8.4 Notwithstanding the above, Customer recognises and agrees that hosting Customer Data online involves risks of unauthorised disclosure or exposure and that, in accessing and using the Solution, Customer assumes such risks. Weeva offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
- 8.5 Weeva may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more.
- 8.6 Weeva shall have no responsibility or liability for the accuracy of or content of Customer Data uploaded to the Solution by Customer. Customer represents and warrants that Customer Data does not and will not include, and Customer has not and shall not upload or transmit to Weeva's computers or other media, any content that is prohibited in the AUP available at [www.weeva.earth/policies](http://www.weeva.earth/policies) including, without limitation, any content that may infringe on any third party intellectual property rights.
- 8.7 Customer grants Weeva a non-exclusive, worldwide, limited licence to the Customer Data for the purposes of: (i) providing the Solution to Customer; (ii) improving the Solution; and (iii) for developing and publishing market reports, but only when the Customer Data has been aggregated or de-identified such that the publication cannot be used to identify Customer.
- 8.8 Customer will own the Customer Data contained within reports downloaded or generated by the Solution, and Weeva will own the reports. Subject to payment of the fees, Weeva grants Customer a royalty free, non-exclusive, worldwide, and perpetual license to use the reports for the limited purpose of supporting Customer's business.
- 8.9 Weeva will not access, process, or otherwise use Customer Data other than as necessary to provide the Solution. Weeva will not intentionally grant any third party access to Customer Data, including without limitation Weeva's other customers, except subcontractors that are subject to a reasonable non-disclosure agreement. Notwithstanding the foregoing, Weeva may disclose Customer Data as required by applicable law or by any legal or governmental authority. Weeva shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 8.10 Weeva may use, reproduce, sell, publicise, or otherwise exploit Aggregate Content in any way, in its sole discretion. ("Aggregate Content") refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users or customers.)

## 9. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

- 9.1 Customer shall ensure that its Users comply with the AUP. Customer and its Users shall not: (a) provide Solution passwords or other log-in information to any third party who is not an employee, officer, or director of Customer; (b) share non-public Solution features or content with any third party; or (c) access the Solution in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Solution, or to copy any ideas, features, functions or graphics of the Solution. In the event that it suspects any breach of the above, including without limitation by Users, Weeva may suspend Customer's access to the Solution, in addition to such other remedies as Weeva may have in law.
- 9.2 Customer shall take reasonable steps to prevent unauthorised access to the Solution, including without limitation by protecting its passwords and other log-in information. Customer shall notify Weeva immediately of any known or suspected unauthorised use of the Solution or breach of its security and shall use best efforts to stop said breach.
- 9.3 In its use of the Solution, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

9.4 Customer is responsible and liable for: (a) Users' use of the Solution, including without limitation unauthorised User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the Solution through Customer's account, whether authorised or unauthorised.

## 10. **INTELLECTUAL PROPERTY & FEEDBACK.**

### 10.1 **Intellectual Property Rights**

Weeva retains all right, title, and interest in and to the Solution, including without limitation all software used to provide the Solution and all graphics, User interfaces, logos, and trademarks reproduced through the Solution and including all modifications, improvements, and derivative works created during the term of a subscription. Other than as is set out in this Agreement, Customer is not granted any intellectual property licence or rights in or to the Solution or any of its components. Customer recognises that the Solution and its components are protected by copyright and other laws.

Customer retains all right, title, and interest in and to Customer Data. Other than as set out in this Agreement Weeva is not granted any intellectual property licence or rights in or to Customer Data.

### 10.2 **Feedback**

Weeva has not agreed to and does not agree to treat as confidential any suggestion or idea for improving or otherwise modifying the Solution or any of Weeva's other products or services ("**Feedback**") Customer or Users provide to Weeva, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Weeva's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the User in question.

## 11. **CONFIDENTIAL INFORMATION**

11.1 "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Weeva includes the Solution, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

11.2 The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorised by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its group employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its group companies, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such group company's, legal counsel's or accountant's compliance with this Section 11. Weeva may disclose the terms of this Agreement and any applicable Order to a subcontractor

to the extent necessary to perform Weeva's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

- 11.3 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 11.4 Each Party agrees that breach of this Section 11 would cause the Receiving Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Receiving Party will be entitled to injunctive relief and/or an order for special performance against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 11.5 Upon termination of this Agreement, each Party shall return all copies of Confidential Information disclosed to the other or certify, in writing, the destruction thereof.

## 12. REPRESENTATIONS & WARRANTIES.

- 12.1 Weeva warrants that it is the owner of the Solution and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Weeva's warranties do not apply to use of the Solution in combination with hardware or software not provided by Weeva. In the event of a breach of the warranty in this Section 12.1, Weeva, at its own expense, will promptly take the following actions: (a) secure for Customer the right to continue using the Solution; (b) replace or modify the Solution to make it non-infringing; or (c) terminate the infringing features of the Solution and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. This shall be Weeva's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Section 12.1 and for potential or actual intellectual property infringement by the Solution.
- 12.2 Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement; and (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Solution.
- 12.3 Except to the extent set forth in Sections 5 and 12.1 above, Customer accepts the Solution "as is" and as available, with no representation or warranty of any kind, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or noninfringement of intellectual property rights, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade and Weeva does not represent or warrant that the Solution will perform without interruption or error, or that the Solution is 100% secure from hacking or other unauthorised intrusion or that Customer Data will remain private or secure.

### 13. **INDEMNIFICATION.**

13.1 In accordance with the terms of Section 13.2 (Indemnity Process), Customer shall defend, indemnify, and hold harmless Weeva and the Weeva Associates (as defined below) against any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the Solution, including without limitation: (a) claims by Users or by Customer's employees, as well as by Customer's own customers; (b) claims related to unauthorised disclosure or exposure of Personal Information or other private information, including Customer Data; and (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Solution through Customer's account, including without limitation by Customer Data. The "**Weeva Associates**" are Weeva's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.

#### 13.2 **Indemnity Process**

All indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the claim to the indemnifying party; (b) giving the indemnifying party, at the indemnifying party's expense, sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim unless the settlement unconditionally releases the indemnified party of all liability for the claim without acknowledgment by the indemnified party of fault or wrongdoing); (c) providing to the indemnifying party all available information in its possession and reasonable assistance in connection with the claim, at the indemnifying party's request; and (d) not compromising or settling such claim. The indemnified party may otherwise participate in the defense of the claim, at the indemnified party's sole expense.

### 14. **LIMITATION OF LIABILITY.**

14.1 Weeva's maximum aggregate liability arising out of or in connection with this Agreement which arises from any act, event or omission which occurs in any calendar year shall be limited to the fees paid or payable during that calendar year.

14.2 In no event will Weeva or Customer be liable to each other for any consequential, indirect, special, incidental, exemplary or punitive damages arising out of or related to this Agreement nor for any loss of profit, loss of use, loss of revenue or loss of business, loss of goodwill, loss of reputation, loss of opportunity, loss of anticipated savings or loss of margin, or to any User or to any third parties for the loss of data (including Customer Data).

14.3 The liabilities limited by this Section 14 apply whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in this Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under this Agreement, in each case howsoever caused including if caused by negligence or if caused by a deliberate and/or repudiatory breach by that party.

14.4 If applicable law limits the application of the provisions of this Section 14, each party's liability will be limited to the maximum extent permissible. The invalidity or unenforceability of any one sub-clause or section will not affect the validity or enforceability of any other sub-clause or section which will be considered severable from each other. Weeva's liability limits and other rights set forth in this Section 14 apply likewise to Weeva Associates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

### 15. **MISCELLANEOUS.**

15.1 **Relationship of parties.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

- 15.2 **Third Party Rights.** The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 15.3 **Notices.** Weeva may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 48 hours after they are sent. Customer may send notices pursuant to this Agreement to Weeva's email contact points provided by Weeva, and such notices will be deemed received 48 hours after they are sent.
- 15.4 **Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labour disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- 15.5 **Assignment & Successors.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Weeva's express written consent. Except to the extent prohibited in this Section 15.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 15.6 **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any Section of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfil its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 15.7 **No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 15.8 **Choice of Law & Venue.** The laws and courts of England and Wales will solely govern this Agreement.
- 15.9 **Injunctive Relief.** The parties acknowledge and agree that any breach or threatened breach of the Agreement may cause harm for which money damages may not provide an adequate remedy. Accordingly, the parties agree that in the event of a breach or threatened breach of the Agreement, in addition to any other available remedies, each Party may seek temporary and permanent injunctive relief without the need to post any security that otherwise may be required under applicable law.
- 15.10 **Conflicts.** In the event of any conflict between this Agreement and any Weeva policy posted online, including without limitation the AUP or Privacy Notice, the terms of this Agreement will govern to the extent of such conflict.
- 15.11 **Construction.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favour of or against either party by reason of authorship.
- 15.12 **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications. This Agreement may not be amended in any way except through a written agreement by authorised representatives of each party. Notwithstanding the foregoing Weeva may revise the AUP, Documentation, DPA, Data Security Addendum and Privacy Notice at any time by posting an updated version(s) on its website, and such updated version will become effective on the date it is uploaded.