

Terms of Service

InfoQuery Connector for Resware

Last updated: May 29, 2026



1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

AI: artificial intelligence (including any machine learning, neural network, deep learning or predictive analytics software programs and any derivatives or variations of such programs, and including any associated parameters, vectors and weights).

Analysis: any artificial data synthesis techniques, inference, data aggregation, predictive analysis, pattern identification, trend identification, recall (for the purposes of generative output), modelling or any other form of electronic data analysis.

Authorized Users: those employees, agents and independent contractors of the Customer who are Authorized by the Customer to use the Services, the Software and the Documentation.

Business: the business of the Customer at the Commencement Date.

Business Day: a day other than a Saturday, Sunday or public holiday in the United States when banks are open for business.

Commencement Date: the date on which the Customer receives confirmation in writing (by email) from InfoQuery that InfoQuery has accepted the Customer's online order through InfoQuery's Online Portal for use of the Services, or, the date on which the Customer submits a completed Service Order Form to InfoQuery as the case may be.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.1.

Contract Year means a 12-month period commencing with the Commencement Date or any anniversary of it.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company.

Customer: the organization that uses the Services under a Free Trial or having paid InfoQuery the Subscription Fees.

Customer Data: the data (including any documentation) uploaded or inputted (and such equivalent terms) to the Services and/or the Software by the Customer and/or any Authorized Users (or by InfoQuery on the Customer's behalf), excluding any Usage Data and Feedback Data.

Developer Subscription: a type of Subscription that enables the Customer to use the Services and/or the Software solely in a 'Power Automate' developer environment, as further described in the Documentation.

Documentation: any operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-



readable forms supplied or made available by InfoQuery in connection with the Services, as may be amended, updated or otherwise changed by InfoQuery from time to time.

InfoQuery: means InfoQuery LLC, a company incorporated in Florida.

InfoQuery's Acceptable Use Policy: InfoQuery's Acceptable Use Policy for the Customer's use of the Software made available to the Customer by InfoQuery.

InfoQuery's Online Portal: means InfoQuery's Account Portal used by the Customer to manage its Subscription linked to [here](#).

Feedback Data: all suggestions, reviews, comments (whether oral or in writing) regarding or connected to the Services, the Software and/or the Documentation provided by or on behalf of the Customer, including by any of the Authorized Users, from time to time.

Free Subscription: a type of Subscription that may be granted by InfoQuery and used by the Customer to enable the Customer and its Authorized Users' access to the Services and the Documentation free of charge.

Free Trial: the opportunity granted by InfoQuery for the Customer (and its Authorized Users) to use the Services free of charge so that the Customer can evaluate whether the Services meet its needs.

Free Trial Period: the duration of the Free Trial as agreed to by InfoQuery.

Initial Subscription Term: the initial term of this agreement offered by InfoQuery and accepted by the Customer when the Customer placed its order to use the Services:

- (a) in the case of monthly Subscriptions 1 calendar month; or
- (b) in the case of annual Subscriptions 1 year.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighboring 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, 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.

IPR Claim: has the meaning given to it in clause 10.1.

Open-Source Software: any software programs which are licensed under any form of open-source license meeting the Open Source Initiative's open source definition from time to time.

Service Order Form: the online (or pdf) form that InfoQuery may provide to the Customer, if required, that the Customer must click (or complete) to accept and submit to InfoQuery to enter into this agreement.

Permitted Purpose: has the meaning given to it in clause 11.4(a).

Renewal Period: a period beyond the Initial Subscription Term during which this agreement shall continue pursuant to clause 13.1.

Representatives: has the meaning given to it in clause 11.2.

Services: the subscription services for the provision of access to and use of the Software as more particularly described in the Documentation.

Software: the online software applications offered by InfoQuery in connection with the Services and accepted by the Customer when the Customer placed its order to use the Services, as more particularly described in the Documentation and any modifications made by InfoQuery to the same including any updates, new release or, new versions.

Software Generated Data: any content generated, extracted or otherwise output to the Customer and/or any Authorized User by the Services and the Software in response to (and such equivalent terms) Customer Data.

Subscription: the subscription purchased (or, in the case of a Free Subscription, used) by the Customer from InfoQuery which entitles Authorized Users to access and use the Services and the Documentation in accordance with this agreement and the applicable Usage Model, including where applicable any Developer Subscription and any Free Subscription.

Subscription Fees: the subscription fees payable by the Customer to InfoQuery for the Subscription offered by InfoQuery and accepted by the Customer when the Customer placed its order to use the Services for the Subscription Term, as well as any other charges and expenses incurred or otherwise payable by the Customer to InfoQuery in connection with its Subscription.

Subscription Term: the Free Trial Period (if any), the Initial Subscription Term and any subsequent Renewal Periods.

Third Party Software: the software programs proprietary to third parties which are provided to the Customer in connection with this agreement including any amendments, updates, modifications, new versions and new releases made to



the same.

Usage Data: any information and/or data pertaining to how the Customer and/or its Authorized Users use, interact or otherwise employ the Services and/or the Software that is collected by the Software when it is used by the Customer and/or any Authorized User at any time during the Subscription Term, which InfoQuery may track or otherwise collect from the Customer and/or its Authorized Users.

Usage Model: the conditions and/or pricing mechanisms that apply to the Customer's Subscription, as set out in the Documentation.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to writing or written includes email.
- 1.8 References to clauses are to the clauses of this agreement.
- 1.9 Any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ACCESS RIGHTS

- 2.1 Subject to the Customer paying the Subscription Fees in accordance with this agreement, subject to InfoQuery granting the Customer a Free Trial or subject to InfoQuery granting the Customer a Free Subscription InfoQuery hereby grants to the Customer a non-exclusive, non-transferable right and license, without the right to grant sublicences, to permit the Authorized Users to access and use the Software and the Documentation, on a single Microsoft tenant, during the Subscription Term or the Free Trial Period, as applicable, solely for the Customer's own internal operational purposes related to the Business.



- 2.2 InfoQuery shall provide or make available to the Customer from time-to-time copies of the Documentation containing information for the proper use of the Services. Such Documentation may be supplied in electronic form.
- 2.3 The Customer may make such further copies of the Documentation as are reasonably necessary for the use of the Services and for training the Authorized Users in use of the Services. The Customer shall ensure that all InfoQuery's proprietary notices are reproduced in any such copy.
- 2.4 The Customer may provide copies of the Documentation to any third party referred to in clause 11.2 who needs to know the information contained in it for the Permitted Purpose.
- 2.5 The Customer shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Software, the Services and the Documentation and, in the event of any such unauthorized access or use, promptly notify InfoQuery.
- 2.6 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

3. SERVICES

- 3.1 InfoQuery shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 3.2 InfoQuery shall provide the Services to the Customer in accordance with the applicable Usage Model.

4. SUBSCRIPTION LEVELS AND USAGE

- 4.1 The Customer and its Authorized Users shall:
- (a) use the Services and access the Software; and
 - (b) pay for the Subscription Fees,
- in accordance with the applicable Usage Model and clause 8.
- 4.2 The Customer may, at any time, change their Subscription to a Subscription in respect of which a greater Usage Model applies. For example, by changing the Usage Model to one that offers more features or additional monthly credits or actions.
- 4.3 The Customer may not change their Subscription to a Subscription in respect of which a lesser Usage Model applies until the expiry of its current Subscription.



- 4.4 The Customer shall not be entitled to any refund, rebate or discount from InfoQuery as a result of changing its Subscription.
- 4.5 In respect of any Developer Subscription:
- (a) the Customer may, at any time and provided that it has an active main Subscription, purchase a Developer Subscription from InfoQuery to enable the use of the Services and/or the Software in accordance with this clause 4.5;
 - (b) a separate Usage Model shall apply to the Customer's use of the Services and/or the Software under a Developer Subscription;
 - (c) the separate Usage Model applicable to the Customer's Developer Subscription shall not be higher than the Usage Model that applies to the Customer's main Subscription; and
 - (d) for the avoidance of doubt:
 - (i) any cancellation of the Customer's main Subscription shall cancel any discount of any applicable Subscription Fees offered by InfoQuery to the Customer in connection with a Developer Subscription; and
 - (ii) the Customer shall comply with InfoQuery's Acceptable Use Policy in respect of its use of the Services and the Software under a Developer Subscription, and any breach of the InfoQuery's Acceptable Use Policy by the Customer and/or its Authorized Users may, without prejudice to any other of InfoQuery's rights or remedies, result in the cancellation of the Customer's Developer Subscription (and in respect of such cancellation, no refund shall be given by InfoQuery).
- 4.6 The Customer remains solely responsible for the payment of the Subscription Fees and any other charges, fees and expenses incurred by its Authorized Users or by any other person during their use of the Services and the Software, irrespective of whether such use was Authorized by the Customer or not.
5. DELETED
6. INFOQUERY'S OBLIGATIONS
- 6.1 InfoQuery shall perform the Services and make available the Software substantially in accordance with the Documentation and with reasonable skill and care.



- 6.2 InfoQuery's obligations at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services and/or the Software contrary to InfoQuery's instructions or the Documentation, or modification or alteration of the Services and/or the Software by any party other than InfoQuery or InfoQuery's duly Authorized contractors or agents. If the Services and/or the Software do not conform with the terms of clause 6.1, InfoQuery will, at its expense, use all reasonable commercial efforts to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.
- 6.3 InfoQuery:
- (a) does not warrant that:
 - (i) the Customer's use of the Services or the Software will be uninterrupted or error-free;
 - (ii) the Services, the Software, the Documentation and/or the information or functionality obtained by the Customer through the Services will meet the Customer's requirements;
 - (iii) any AI underpinning the Services or the Software has been trained for any specific use by the Customer;
 - (iv) any Software Generated Data will be unique, complete or accurate;
 - (b) 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 Services and/or the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
 - (c) is not responsible for any delays, delivery failures or any other loss or damage caused by any Third-Party Software; and
 - (d) may subject the Customer Data to Analysis by any AI. InfoQuery agrees that any Customer Data shall not be used by InfoQuery for the purposes of developing, training or validating any AI.
- 6.4 This agreement shall not prevent InfoQuery from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.



6.5 InfoQuery warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this agreement.

7. CUSTOMER'S OBLIGATIONS AND INDEMNITY

7.1 The Customer shall:

(a) provide InfoQuery with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by InfoQuery,

in order to provide the Services, including security access information and configuration services;

(b) permit InfoQuery and/or its third party representatives to inspect and have access to any premises (and to the computer equipment located there) at or on which the Services and/or the Software is being and/or has been kept or used, and have access to any records kept in connection with this agreement, for the purposes of ensuring that the Customer has complied and/or is complying with the terms of this agreement, provided that InfoQuery provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times, unless InfoQuery reasonably believes that the Customer is, or is reasonably likely to be, in breach of this agreement in which case the notice and temporal restrictions in this clause 7.1 (b) shall not apply;

(c) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement, including InfoQuery's Acceptable Use Policy;

(d) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, InfoQuery may adjust any agreed timetable or delivery schedule as reasonably necessary;

(e) ensure that the Authorized Users use the Services, the Software and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorized User's breach of such terms and conditions;

(f) obtain and shall maintain all necessary licenses (or sub-licenses



as the case may be), consents, and permissions necessary for InfoQuery, its contractors and agents to perform their obligations under this agreement, including the Services;

- (g) ensure that its network and systems comply with the relevant specifications provided by InfoQuery from time to time;
- (h) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to InfoQuery's data storage, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and
 - (i) where any part of the Services and/or the Software is comprised of an AI, maintain direct human oversight in respect of its and its Authorized Users' use of the Services and the Software.

7.2 The Customer shall indemnify InfoQuery in full against all liabilities, claims, actions, proceedings, demands, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) brought against, suffered or incurred by InfoQuery arising out of or in connection with the Customer's use of the Services, the Software and/or the Documentation, save to the extent that such liabilities, claims, actions, proceedings, demands, costs, expenses, damages and losses arose as a result of InfoQuery's wrongful acts or omissions.

7.3 The Customer acknowledges and agrees, where any part of the Services and/or the Software is comprised of an AI:

- (a) that the Services, the Software and any Software Generated Data are suggestive and predictive in nature;
- (b) to review the accuracy, completeness and correctness of all Software Generated Data and be solely responsible for the accuracy, completeness and correctness of Software Generated Data, including when any Software Generated Data is used or relied on by the Customer and/or its Authorized Users in any circumstance;
- (c) not to warrant or represent to any third party that any Software Generated Data has been verified by InfoQuery; and



(d) that the statements in clause 7.3(a) to clause 7.3(c) (inclusive) are inclusive of the Services, the Software and the Documentation as a whole and are not solely in respect of the Software Generated Data but are also in respect of any information generated or derived by the Services, the Software and the Documentation.

8. CHARGES AND PAYMENT

8.1 Unless the Customer is using the Services under a Free Trial, the Customer shall pay the Subscription Fees to InfoQuery for the provision of the Services in accordance with this clause 8.

8.2 InfoQuery shall invoice the Customer:

- (a) for the Subscription Fees in respect of the Customer's Subscription to access the Services, the Software and the Documentation, either monthly in advance (in the case of monthly Subscriptions) or yearly in advance (in the case of annual Subscriptions); and
- (b) for the Subscription Fees other than those referred to in clause 8.2(a), in advance.

8.3 If the Customer fails to make any payment due to InfoQuery under this agreement by the due date for payment, then, without limiting InfoQuery's remedies elsewhere under this agreement or in law:

- (a) the Customer shall pay interest on the overdue amount at a monthly rate of 1.5%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
- (b) InfoQuery may, without liability to the Customer, disable the Customer's and the Authorized Users' passwords, accounts and access to all or part of the Services and InfoQuery shall be under no obligation to provide any or all of the Services while the relevant payments due remain unpaid.

8.4 All fees stated or referred to in this agreement:

- (a) shall be payable in the currency offered by InfoQuery;
- (b) are non-cancellable and non-refundable; and

8.5 InfoQuery shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon not less than 1 calendar month's prior written notice to the Customer (and this agreement shall be deemed by the parties to have been



amended accordingly on the date such price increase takes effect in accordance with this clause 8.5).

8.6 The Customer acknowledges and agrees:

- (a) that the provider of any Third Party Software and/or any other relevant third party person connected with the supply of the Services may levy charges and fees against the Customer in respect of the Customer's use of the Services and the Software, which the Customer shall pay for pursuant to the terms of the contract between the Customer and the provider of any Third Party Software and/or the relevant third party person;
- (b) where the Customer overpays InfoQuery for any Subscription Fees, InfoQuery shall promptly refund such overpayment to the Customer less any and all bank charges and/or fees incurred by InfoQuery in respect of the overpayment; and
- (c) where the Customer pays for any Subscription Fees via bank transfer, the Customer shall ensure that it pays, and InfoQuery does not pay for, any and all bank charges and/or fees in respect of such transfer.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 In respect of the Services, the Software and the Documentation:

- (a) the Customer acknowledges and agrees that InfoQuery and/or its licensors own all Intellectual Property Rights in the Services, the Software and the Documentation including as a result of any development, design and/or integration work that InfoQuery may carry out for the Customer and including where any elements of such products were developed as a result of or using the Feedback Data, Usage Data and/or the Customer's ideas, suggestions or other feedback supplied by the Customer and/or its Authorized Users. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Services, the Software and/or the Documentation;
- (b) the Customer shall not and shall ensure that its Authorized Users shall not:
 - (i) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (A) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any



portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(B) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or

(ii) access all or any part of the Services, the Software and the Documentation in order to build a product or service which competes with the Services and/or the Software; or

(iii) use the Services, the Software and/or the Documentation to provide services to third parties; or

(iv) subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, the Software and/or the Documentation available to any third party except the Authorized Users; or

(v) attempt to obtain, or assist third parties in obtaining, access to the Services, the Software and/or the Documentation, other than as provided under clause 2 without the prior written consent of InfoQuery, who may require that any third party executes a written confidentiality agreement before given access to any of the same;

- (c) if a court of competent jurisdiction determines that the Customer has any Intellectual Property Rights in the Services, the Software and/or the Documentation, the Customer hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to InfoQuery;
- (d) the Customer shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing that InfoQuery may consider necessary or desirable to perfect the right, title and interest of InfoQuery in and to the Intellectual Property Rights in the Services, the Software and/or the Documentation; and
- (e) the Customer shall use reasonable efforts to prevent any infringement of the Intellectual Property Rights in the Services, the Software and/or the Documentation and shall promptly report to InfoQuery any such infringement that comes to its attention. In particular, the Customer shall ensure that each Authorized User, before starting to use the Services, is made aware that the Services, the Software and the Documentation is proprietary to InfoQuery or third parties and that they may only be used



in accordance with this agreement.

9.2 In respect of the Customer Data:

- (a) the parties acknowledge and agree that the Customer and/or its licensors own any and all Intellectual Property Rights in the Customer Data;
- (b) the Customer hereby grants InfoQuery, or shall procure the direct grant to InfoQuery of, a fully paid-up, worldwide, non-exclusive, royalty-free license in any and all Intellectual Property Rights in the Customer Data during the Subscription Term to use, copy and/or otherwise utilize the Customer Data to perform the Services and make available the Software to the Customer on the terms of this agreement;
- (c) the Customer:
 - (i) shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all the Customer Data;
 - (ii) warrants that the receipt and use of the Customer Data by InfoQuery shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - (iii) shall indemnify InfoQuery in full against all liabilities, claims, actions, proceedings, demands, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) brought against, suffered or incurred by InfoQuery arising out of, or in connection with, InfoQuery's use of the Customer Data.

9.3 Without prejudice to clause 9.1, in respect of the Software Generated Data:

- (a) the parties acknowledge and agree that all rights, title and interest in and to any Intellectual Property Rights in the Software Generated Data shall, at the Commencement Date, or (if later) on creation of the rights, vest in and belong to the Customer. InfoQuery hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights to the Customer; and
- (b) the Customer grants to InfoQuery a fully paid-up, worldwide, non-exclusive, royalty-free license in any and all Intellectual Property Rights in the Software Generated Data during the Subscription Term to use, copy and/or otherwise utilize the Software Generated Data to perform the Services and make available the Software to the Customer on the terms



of this agreement.

9.4 In respect of the Usage Data and the Feedback Data:

- (a) the parties acknowledge and agree that all rights, title and interest in and to any Intellectual Property Rights in the Usage Data and/or the Feedback Data shall, at the Commencement Date or (if later) on creation of the rights, vest in and belong to InfoQuery. The Customer hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to InfoQuery (and such Intellectual Property Rights may subsequently subsist in the Intellectual Property Rights within the Services, the Software and/or the Documentation);
- (b) the Customer hereby waives all rights to be compensated or seek compensation for the Feedback Data and/or the Usage Data; and
- (c) Usage Data and Feedback Data, even if marked confidential, will not create any confidentiality obligations on InfoQuery unless InfoQuery has otherwise agreed in writing.

9.5 Should the parties agree or should a court of competent jurisdiction determine that the rights granted by InfoQuery to the Customer, or vice versa, under this clause 9 cannot be granted by license, the parties hereby agree that such rights are provided by InfoQuery to the Customer, or vice versa, as a matter of contract.

10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

10.1 InfoQuery shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with use of the Software or Documentation, provided that, if any third party makes a claim, or notifies an intention to make a claim against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (IPR Claim), the Customer:

- (a) as soon as reasonably practicable, gives written notice of the IPR Claim to InfoQuery, specifying the nature of the IPR Claim in reasonable detail;
- (b) does not make any admission of liability, agreement or compromise in



relation to the IPR Claim without the prior written consent of InfoQuery (such consent not to be unreasonably conditioned, withheld or delayed);

- (c) gives InfoQuery and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable InfoQuery and its professional advisers to examine them and to take copies (at InfoQuery's expense) for the purpose of assessing the IPR Claim; and
- (d) subject to InfoQuery providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, takes such action as InfoQuery may reasonably request to avoid, dispute, compromise or defend the IPR Claim.

10.2 Without prejudice to clause 10.3, InfoQuery shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights:

- (a) based on a modification of the Services, the Software and/or the Documentation by any other person other than InfoQuery or its duly Authorized contractors or agents;
- (b) in respect of, or otherwise connected or attributable to, any Customer Data;
- (c) contained, represented or embodied in any Software Generated Data;
- (d) based on the Customer's use of the Services, the Software and/or the Documentation contrary to the instructions given to the Customer by InfoQuery;
- (e) based on the Customer's use of the Services, the Software and/or the Documentation after notice of the alleged or actual infringement from InfoQuery or any appropriate authority; and/or
- (f) caused or contributed to by the Customer's use of the Software in combination with software or any Third-Party Software or Open-Source Software not supplied or approved in writing by InfoQuery.

10.3 Notwithstanding any other provision in this agreement, clause 10.1 shall not apply to the extent that any claim or action referred to in that clause arises directly or



indirectly through the possession, use, development, modification or maintenance of any Open-Source Software or Third-Party Software.

- 10.4 If use of the Software becomes the subject of any IPR Claim, InfoQuery may:
- (a) replace all or part of the Software with functionally equivalent software or documentation without any charge to the Customer;
 - (b) modify the Software as necessary to avoid such claim, provided that the Software (as amended) functions in substantially the same way as the Software before modification; or
 - (c) procure for the Customer a license from the relevant claimant to continue using the Software.

10.5 If:

- (a) use of the Software is determined in a court of law to be infringing;
- (b) InfoQuery is advised by a lawyer qualified under the law applicable to the alleged infringement that the Customer use of the Software and/or the Documentation in accordance with this agreement is likely to constitute infringement of a third party's rights; or
- (c) an injunction or similar order is granted in connection with any claim falling within the scope of clause 10.1 which prevents or restricts the Customer's use of the Software and/or the Documentation in accordance with this agreement,

and InfoQuery is unable, after best efforts, to procure for the Customer the right to continue using the Software, or to provide the Customer with functionally equivalent non-infringing software, this agreement will be terminated.

10.6 Nothing in this clause 10 shall restrict or limit the Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

11. CONFIDENTIALITY

11.1 Without prejudice to clause 9.4(c), Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the Commencement Date in connection with this agreement, including any information that would be regarded as confidential by a reasonable business person relating to:



- (a) the business, assets, affairs, customers, clients, suppliers, or plants, intentions or market opportunities of the disclosing party; and
- 11.2 the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party. Representatives means, in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers (including, in the case of the Customer, its Authorized Users).
- 11.3 The provisions of this clause 11 shall not apply to any Confidential Information that:
 - (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 11);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) the parties agree in writing is not confidential or may be disclosed; and/or
 - (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 11.4 During the Subscription Term and for a period of seven years after termination or expiry of this agreement (howsoever caused), each party shall keep the other party's Confidential Information secret and confidential and shall not:
 - (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (Permitted Purpose); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.
- 11.5 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
 - (b) at all times, it is responsible for such Representatives' compliance with the



confidentiality obligations set out in this clause 11.

- 11.6 Nothing in this clause 11 shall prevent any person from:
- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
 - (b) doing or saying anything that is required by any regulator, ombudsman or supervisory authority;
 - (c) whether required by law or not, making a disclosure to, or co-operating with any investigation by, any regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
 - (d) complying with an order from a court or tribunal to disclose or give evidence; and/or
 - (e) making a proper disclosure about this agreement or circumstances surrounding this agreement to professional advisers, such as legal or tax advisors and/or medical professionals and counsellors, who are bound by a duty of confidentiality.
- 11.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement. No party makes any express or implied warranty or representation concerning its Confidential Information.
- 11.8 Unless the Customer requests otherwise in writing, InfoQuery may include the Customer's name and logo in its marketing materials and on its website.
- 11.9 This clause 11 shall remain in full force and effect in the event of any termination of this agreement.

12. LIMITATION OF LIABILITY

- 12.1 Neither party excludes or limits liability to the other party for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence; or
 - (c) any matter for which it would be unlawful for the parties to exclude liability.
 - (d) Subject to clause 12.1, InfoQuery shall not in any circumstances be liable



whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for: any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, production, reputation or goodwill;

- (e) any loss or corruption (whether direct or indirect) of data or information;
- (f) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (g) any loss or liability (whether direct or indirect) under or in relation to any other agreement.

12.2 Clause 12.2 shall not prevent claims which fall within the scope of clause 12.4, for:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 12.2(a) to clause 12.2(d); or
- (b) tangible property or physical damage.

12.3 Subject to clause 12.1, InfoQuery's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall not exceed the cap.

12.4 In clause 12.4 and this clause 12.5:

- (a) cap. The cap is one hundred per cent (100%) of the total charges in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default attributable to InfoQuery occurred; and
- (b) total charges. The total charges means all sums paid to InfoQuery by the Customer under this agreement in the Contract Year in which the breach of this agreement, tort, duty, misrepresentation or other default attributable to InfoQuery occurred or if no sums have been paid by the Customer to InfoQuery under this agreement in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default occurred, £1,000 (one thousand pounds sterling).

12.5 Subject to clause 12.1, InfoQuery shall not be liable for (and the Customer assumes sole responsibility for) the results obtained from the use of the Services, the Software and the Documentation by the Customer, and for conclusions drawn



from such use.

12.6 Unless the Customer notifies InfoQuery that it intends to make a claim in respect of an event within the notice period, InfoQuery shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13. TERM AND TERMINATION

13.1 This agreement shall, unless otherwise terminated in accordance with its terms, commence on the Commencement Date and shall continue for the Free Trial Period and the applicable Initial Subscription Term and, thereafter, this agreement shall:

(a) where the relevant Subscription is a monthly Subscription, be automatically renewed for successive periods of one month; or

(b) where the relevant Subscription is an annual Subscription:

(i) if the Customer has paid the invoice for the Initial Subscription Term (and for any successive periods of one year) otherwise than through InfoQuery's Online Portal, terminate automatically without notice at the end of the Initial Subscription Term (or relevant successive period) unless the parties agree in writing that the term of this agreement shall be renewed for a further period of one year; or

(ii) if the Customer has paid the invoice for the Initial Subscription Term (and for any successive periods of one year) through InfoQuery's Online Portal, be automatically renewed for a successive period of one year.

13.2 If the parties have agreed in writing that this agreement shall be subject to a Free Trial and the Customer has not, before the expiry of the Free Trial Period, paid for a Subscription, the Customer's Subscription shall default to a Free Subscription.

13.3 If either party notifies the other party of termination, in writing, at least 15 days before the end of the Initial Subscription Term or any Renewal Period, this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period.

13.4 InfoQuery may terminate this agreement immediately on notice to the Customer if there is a change in Control of the Customer.

13.5 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 fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed; or
- (e) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.6 The parties acknowledge and agree that any breach of clause 2, clause 2.5, clause 8, clause 9 or clause 11 shall constitute a material breach of a term for the purposes of this clause 13.

13.7 On termination or expiry of this agreement for any reason:

- (a) all licenses granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- (b) the Customer shall immediately pay any outstanding unpaid invoices and interest and, in respect of Services supplied or any other additional charges or expenses but for which no invoice has been submitted, an invoice may be submitted, which shall be payable immediately on receipt;
- (c) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;



- (d) InfoQuery may destroy or otherwise dispose of any of the Customer Data and/or Software Generated Data in its possession; and
- (e) 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.

13.8 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement, including clause 1, clause 10, clause 11, clause 12 and this clause 13 shall remain in full force and effect.

13.9 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or 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 this agreement which existed at or before the date of termination or expiry.

13.10 Notwithstanding its obligations in this clause 13 if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.

14. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. 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 3 months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

15. VARIATION

15.1 InfoQuery may vary this agreement from time to time by giving the Customer at least 1 calendar month's notice in writing. If the Customer does not accept the variation, the Customer may, within 1 calendar month of being notified of the variation by InfoQuery (Review Period), terminate this agreement on 7 Business Days' written notice to InfoQuery. The Customer's continued use of the



Software after the Review Period will constitute the Customer's acceptance of the variation.

15.2 No other variation of this agreement shall be effective unless it is in writing and signed by the parties (or their Authorized representatives).

15.3 For the avoidance of doubt, the restriction set out in clause 15.2 shall not affect the operation of the relevant provision in clause 8.5 which may vary the terms of this agreement (or their effect) by written notice.

16. WAIVER

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. SEVERANCE

18.1 If any provision or part-provision of this agreement 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 agreement.

18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. ENTIRE AGREEMENT

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this agreement it does not rely on, and 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 agreement.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this



agreement.

20. ASSIGNMENT

20.1 The Customer shall not, without the prior written consent of InfoQuery, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20.2 InfoQuery may at any time assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party other than the parties to this agreement and, where applicable, their successors and permitted assigns.

22. NO PARTNERSHIP

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. NOTICES

23.1 Any notice required to be given under this agreement shall be in writing and shall be:

(a) if given by InfoQuery:

(i) delivered by commercial courier to the Customer's registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the following address (or an address substituted in writing by the Customer): the email address for the Customer provided to InfoQuery.

(b) if given by the Customer, sent by email to the following address (or an address substituted in writing by InfoQuery): support@infoquery.pro

23.2 Any notice shall be deemed to have been received:

(a) if delivered by courier, on signature of a delivery receipt or at the time the notice is left at the proper address; or



(b) if sent by email at the time of the transmission provided that no bounceback or out of office message is received.

23.3 This clause 23 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.

24. 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 the law of the United States and the state of Florida.

25. JURISDICTION

The parties irrevocably agree that the courts of the United States and the state of Florida shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

