

THE BIG SOFA AGREEMENT

TERMS AND CONDITIONS

1. Interpretation

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

Authorised Users: those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services and access the Data, as further described in clause 4.2.4.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Commencement Date: the commencement date set out in the Contract Particulars Page.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11 or otherwise in this agreement.

Contract Particulars Page: the front page of this agreement setting out the Client's details and other particulars relating to this agreement.

Client: the client set out in the Contract Particulars Page.

Data: the data made available to the Client by The Big Sofa in the provision of the Services including without limitation video clips, audio clips and transcripts of conversations with participants together with any summary, analysis, report or other document created by or on behalf of The Big Sofa.

DPA: the Data Protection Act 1998 or any legislation that replaces it in whole or in part.

Effective Date: the date of this agreement.

Fees: the fees payable by the Client to The Big Sofa for the Services as set out in a Statement of Work.

Harmful Material: any material which is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity or causes damage or injury to any person or property.

Initial Term: the initial term of this agreement as set out in Contract Particulars Page.

Normal Business Hours: 9.00 am to 6.00 pm local UK time, each Business Day.

Personal Data: will have the meaning given in the DPA.

Renewal Term: each period of twelve months (or such other period as may be set out in the Contract Particulars or the Statement of Work) commencing on the day after expiry of the Initial Term or the immediate-preceding Renewal Term, as applicable.

Services: the services set out in a Statement of Work together with such other

services as are provided by The Insight Exchange Partnership LLP to the Client under the name The Big Sofa from time to time, but (for the avoidance of doubt) not any other services provided by The Insight Exchange Partnership LLP unless otherwise agreed in writing by the parties.

Software: the online software applications provided by The Big Sofa as part of the Services.

Statement of Work: a statement of work agreed and signed by the parties detailing the Services, User Subscriptions and the Fees.

Support Services Policy: The Big Sofa's policy for providing support in relation to the Services as made available to the Client on the Website.

The Big Sofa: The Insight Exchange Partnership LLP (trading as The Big Sofa) a limited liability partnership registered with number OC344669 whose registered office is at 27/28 Eastcastle Street, London W1W 8DH.

User Subscriptions: the user subscriptions purchased by the Client pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and access the Data in accordance with this agreement.

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.

Website: www.thebigsofa.com or any other website notified to the Client by The Big Sofa from time to time

2. Clause, schedule and paragraph headings will not affect the interpretation of this agreement.
3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
4. A reference to a company will include any company, corporation or other body corporate, wherever and however incorporated or established.
5. Words in the singular will include the plural and vice versa.
6. A reference to one gender will include a reference to the other genders.
7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
8. References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. COMMENCEMENT AND TERM

1. This agreement will take effect from the Commencement Date and will continue thereafter for the Initial Term and thereafter it will automatically renew for consecutive Renewal Terms until terminated by either party giving the other not less than three months' notice to end on the last day of the Initial Term or a Renewal Term unless terminated earlier in accordance with clause 14.
2. The Big Sofa and the Client agree that the terms of this agreement will apply to all

Services provided by The Big Sofa to the Client during the term of this agreement.

3. Services

1. The Big Sofa will provide the Services during the term of this agreement and make available the Data to the Client on and subject to the terms of this agreement.
2. The Big Sofa will use commercially reasonable endeavours to make the Website available 24 hours a day, seven days a week, except for:
 1. planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 2. unscheduled maintenance performed outside Normal Business Hours, provided that The Big Sofa has used reasonable endeavours to give the Client at least 6 Normal Business Hours notice in advance.
3. The Big Sofa will, as part of the Services and at no additional cost to the Client, provide the Client with The Big Sofa's standard client support services during Normal Business Hours in accordance with The Big Sofa's Support Services Policy in effect at the time that the Services are provided. The Big Sofa may amend the Support Services Policy in its sole and absolute discretion from time to time. The Client may purchase enhanced support services separately at The Big Sofa's then current rates.

4. User subscriptions

1. Subject to the Client purchasing the User Subscriptions in accordance with clause 5.3 and clause 9.1 and complying with the restrictions set out in this clause 2 and the other terms and conditions of this agreement, The Big Sofa grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Data during the term of this agreement.
2. In relation to the Authorised Users, the Client undertakes that:
 1. the maximum number of Authorised Users that it authorises to access and use the Services and the Data will not exceed the number of User Subscriptions it has purchased from time to time;
 2. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User will no longer have any right to access or use the Services and/or Data;
 3. each Authorised User will keep a secure password for his or her use of the Services and Data and that each Authorised User will keep his or her password confidential;
 4. it will maintain a written, up to date list of current Authorised Users and provide such list to The Big Sofa within 5 Business Days of The Big Sofa's written request at any time or times;
 5. it will permit The Big Sofa to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at The Big Sofa's expense, and this right will be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;
 6. if any of the audits referred to in clause 4.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to The Big Sofa's other rights, the Client will promptly disable such passwords and The Big Sofa will not issue any new passwords to any such individual; and
 7. if any of the audits referred to in clause 4.2.5 reveal that the Client has underpaid Fees to The Big Sofa, the Client will pay to The Big Sofa an amount equal to such underpayment as calculated in accordance with the prices set out in the Statement of Work within 10 Business Days of

the date of the relevant audit.

5. Additional user subscriptions

1. Subject to clause 5.2 and clause 5.3, the Client may, from time to time during the term of this agreement, purchase additional User Subscriptions in excess of the number set out in the Statement of Work and The Big Sofa will grant access to the Services and the Data to such additional Authorised Users in accordance with the provisions of this agreement.
2. If the Client wishes to purchase additional User Subscriptions, the Client will notify The Big Sofa in writing. The Big Sofa will evaluate such request for additional User Subscriptions and respond to the Client with approval or disapproval of the request (such approval not to be unreasonably withheld).
3. If The Big Sofa approves the Client's request to purchase additional User Subscriptions, the Client will, within 30 days of the date of The Big Sofa's invoice, pay to The Big Sofa the relevant Fees for such additional User Subscriptions as set out in the Statement of Work and, if such additional User Subscriptions are purchased by the Client part way through the Initial Term or any Renewal Period (as applicable), such fees will be pro-rated for the remainder of the Initial Term or then current Renewal Period (as applicable).

6. ownership and use of the data

1. The Client will only use the Data and Services for its own internal business operations.
2. Without limitation to the generality of clause 6.1 the Client will not use any part of the Data in any advertising campaign, promotional material, webpage or in any other way which would enable the Data to be accessed or view by anyone other than the Client's personnel.
3. The Client will not access, store, distribute or transmit any Viruses or any Harmful Material during the course of its use of the Services.
4. The Client will not:
 1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 1. and except to the extent expressly permitted under this agreement, 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 Data (as applicable) in any form or media or by any means; or
 2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 2. access all or any part of the Services and Data in order to build a product or service which competes with the Services and/or the Data; or
 3. use the Services and/or Data to provide services to third parties; or
 4. subject to clause 15.5.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Data available to any third party except the Authorised Users, or
 5. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Data, other than as provided under this clause 2.
5. The Client will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Data and, in the event of any such unauthorised access or use, promptly notify The Big Sofa.
6. The Client warrants that it will at all times comply with the provisions of the DPA and any other legislation relating to the protection of Personal Data including the data protection principles set out in the DPA and with the guidelines and guidance notes issued from time to time by the Information Commissioner (and any successor) and

all other relevant authorities in connection with the exercise of its rights and the performance of its obligations under this agreement.

7. Where the Client extracts any Data from the Website or otherwise has any Data under its control, the Client will ensure that all Personal Data contained in such Data is kept securely and in accordance with the DPA and warrants to The Big Sofa that:
 1. it will use such Personal Data in accordance with any requirements or guidelines stipulated by The Big Sofa, including without limitation any guidelines on good practice for the use of marketing research data;
 2. it will ensure that all necessary technical and organisational measures are in place to prevent unauthorised or unlawful processing or accidental loss, damage or destruction of Personal Data;
 3. it will take all necessary steps to ensure the reliability of its staff that will have access to such Personal Data; and
 4. that it will not, other than in accordance with The Big Sofa's written instructions, transfer any Personal Data to any country or territory outside the European Economic Area.
8. The Big Sofa reserves the right, without liability to the Client, to disable the Client's access to the Website and the Data and to suspend the provision of the Services in the event that the Client breaches the provisions of this clause 6.

7. the big sofa's obligations

1. The Big Sofa undertakes that the Services will be performed with reasonable skill and care.
2. The undertaking at clause 7.1 will not apply to the extent of any non-conformance which is caused by use of the Services or the Data contrary to The Big Sofa's instructions, or modification or alteration of the Services by any party other than The Big Sofa or The Big Sofa's duly authorised contractors or agents.
3. If the Services do not conform with the undertaking set out in clause 7.1, The Big Sofa will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
4. Notwithstanding the above, The Big Sofa:
 1. does not warrant that the Client's use of the Services will be uninterrupted or error-free; nor that the Services, Data and/or the information obtained by the Client through the Services will meet the Client's requirements; and
 2. 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 Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
5. This agreement will not prevent The Big Sofa from entering into similar agreements with third parties, or from independently developing, using, selling or licensing the Data or Services.
6. The Big Sofa warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8. Client's obligations

The Client will:

1. provide The Big Sofa with all necessary co-operation in relation to this agreement;
2. comply with all applicable laws and regulations with respect to its activities under this agreement;
3. carry out all responsibilities of the Client set out in a Statement of Work or otherwise

set out in this agreement in a timely and efficient manner. The Big Sofa will not be responsible for any failure of The Big Sofa to comply with its obligations under this agreement to the extent that such failure is to any delay in the performance of the Client's responsibilities;

4. ensure that the Authorised Users use the Services and the Data in accordance with the terms and conditions of this agreement and will be responsible for any Authorised User's breach of this agreement;
5. ensure that its network and systems comply with the relevant specifications provided by The Big Sofa from time to time; and
6. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to The Big Sofa's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

9. Charges and payment

1. The Client will pay the Fees to The Big Sofa for the User Subscriptions and the Services as detailed in the applicable Statement of Work in accordance with this clause 9.
2. The Client will pay all invoices received from The Big Sofa on or before the date of commencement of the subscription term.
3. If The Big Sofa has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of The Big Sofa:
 1. The Big Sofa may, without liability to the Client, disable the Client's password, account and access to all or part of the Services or the Data and The Big Sofa will be under no obligation to provide any or all of the Services or the Data while the invoice(s) concerned remain unpaid; and
 2. interest will accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank Plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
4. All amounts and fees stated or referred to in this agreement:
 1. will be payable in pounds sterling; and
 2. are exclusive of value added tax, which will be added to The Big Sofa's invoice(s) at the appropriate rate.
5. The Big Sofa will be entitled to increase the Fees at the start of each Renewal Period upon 30 days' prior notice to the Client and the applicable Statement of Work will be deemed to have been amended accordingly.
6. The Big Sofa may retain or set off any liability to it by the Client under this agreement or otherwise against any amount due or payable to Client by The Big Sofa.

10. INTELLECTUAL PROPERTY rights

1. The Client acknowledges and agrees that The Big Sofa and/or its licensors own all intellectual property rights in the Data and the Services. Except as expressly stated herein, this agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Data or the Services.
2. The Big Sofa confirms that it has all the rights in relation to the Services and the Data that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. Confidentiality

1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information will not be deemed to include information that:
 1. is or becomes publicly known other than through any act or omission of the

- receiving party;
 - 2. was in the other party's lawful possession before the disclosure;
 - 3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
2. Each party will hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
 3. Each party will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
 4. Neither party will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
 5. The Client acknowledges that details of the Services and the Data constitute The Big Sofa's Confidential Information.
 6. This clause 11 will survive termination of this agreement, however arising.

12. Indemnity

1. The Client will defend, indemnify and hold harmless The Big Sofa against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Data, provided that:
 1. the Client is given prompt notice of any such claim;
 2. The Big Sofa provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
 3. the Client is given sole authority to defend or settle the claim.
2. The Big Sofa will, subject to clause 12.5, defend the Client, its officers, directors and employees against any claim that the Services or Data infringes any United Kingdom patent, copyright, trade mark, database right or right of confidentiality, and will indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
 1. The Big Sofa is given prompt notice of any such claim;
 2. the Client provides reasonable co-operation to The Big Sofa in the defence and settlement of such claim, at The Big Sofa's expense; and
 3. The Big Sofa is given sole authority to defend or settle the claim.
3. In the defence or settlement of any claim, The Big Sofa may procure the right for the Client to continue using the Services or Data, replace or modify the Services or Data so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
4. In no event will The Big Sofa, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
 1. a modification of the Services or Data by anyone other than The Big Sofa; or
 2. the Client's use of the Services or Data in a manner contrary to the instructions given to the Client by The Big Sofa; or
 3. the Client's use of the Services or Data after notice of the alleged or actual infringement from The Big Sofa or any appropriate authority.
5. The foregoing states the Client's sole and exclusive rights and remedies, and The Big Sofa's (including The Big Sofa's employees', agents' and sub-contractors')

entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of liability

1. Subject to the provisions of clause 12, this clause 13 sets out the entire financial liability of The Big Sofa (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
 1. any breach of this agreement;
 2. any use made by the Client of the Services and Data or any part of them;
and
 3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
2. Except as expressly and specifically provided in this agreement:
 1. the Client assumes sole responsibility for results obtained from the use of the Services and the Data by the Client, and for conclusions drawn from such use. The Big Sofa will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to The Big Sofa by the Client in connection with the Services, or any actions taken by The Big Sofa at the Client's direction;
 2. 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
 3. the Services and the Data are provided to the Client on an "as is" basis.
3. Nothing in this agreement excludes the liability of The Big Sofa:
 1. for death or personal injury caused by The Big Sofa's negligence; or
 2. for fraud or fraudulent misrepresentation.
4. Subject to clause 13.2 and clause 13.3:
 1. The Big Sofa will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement;
and
 2. The Big Sofa's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement will be limited to the total Fees paid by the Client during the 12 months immediately preceding the date on which the claim arose.

14. termination

1. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:
 1. the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
or
 2. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying

- floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
4. a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 5. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 6. the other party ceases, or threatens to cease, to trade; or
 7. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
2. On termination of this agreement for any reason:
1. all licences granted under this agreement will immediately terminate and the Client will make no further use of the Services or the Data; and
 2. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, including without limitation clauses 6, 9, 10, 11, 12, 13, 14 and 15, will not be affected or prejudiced.

15. **general**

1. **Force majeure**

The Big Sofa will have no liability to the Client under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of The Big Sofa or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

2. **Waiver**

1. A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
2. Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

3. **Severance**

1. 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 will remain in force.
2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

4. **Entire agreement**

1. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
2. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing

or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

5. Assignment

1. The Client will not, without the prior written consent of The Big Sofa, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
2. The Big Sofa 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.

6. No partnership or agency

Nothing in this agreement is intended to or will operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

7. 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) pursuant to the Contracts (Rights of Third Parties) Act 1999.

8. Notices

1. Any notice required to be given under this agreement will be in writing and will be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at the address set out below, or such other address as may have been notified by that party for such purposes.
The Big Sofa: Insight Exchange Limited, 90 Long Acre, London WC2E 9RZ for the attention of the Subscriptions Department.

Client: the address for service of notice as set out in the Contract Particulars Page.

2. A notice delivered by hand will be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post will be deemed to have been received at the time at which it would have been delivered in the normal course of post.

9. Governing law and jurisdiction

1. This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.
2. The parties irrevocably agree that the courts of England 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).

THE BIG SOFA AGREEMENT - ADDENDUM

EXCLUSIVE USE DATA AND RESTRICTED USE DATA

Where The Big Sofa has agreed in a Statement of Work to provide the Client with Exclusive Use Data or Restricted Use Data (as defined below), the terms of this addendum will be incorporated into and form part of the agreement and in the event of any inconsistency between the terms of this addendum and the remainder of the agreement, this addendum will prevail.

1. INTERPRETATION

10. The definitions and rules of interpretation in this paragraph apply in this agreement:
Competing Client: means any current, future or prospective client of The Big Sofa from time to time which is either specifically identified as a Competing Client in the Statement of Work or which is within a sector identified as a competing sector in the Statement of Work.

Exclusive Use Data: means the Data which is subject to the restrictions, rights and obligations set out in paragraph 2 below.

Restricted Use Data: means the Data which is subject to the restrictions, rights and obligations set out in paragraph 3 below.

Unrestricted Data: means all Data which is not Exclusive Use Data or Restricted Use Data.

16. EXCLUSIVE USE DATA

1. Upon payment of the Fees in full, The Big Sofa will assign to the Client all intellectual property rights in the Exclusive Use Data and the Client will grant The Big Sofa a royalty free licence to use the Exclusive Use Data for the purpose of providing the Services to the Client.
2. The Big Sofa acknowledges that the Exclusive Use Data constitutes the Client's Confidential Information.
3. Upon termination of this agreement and subject to the Client having paid all Fees and other charges outstanding at and resulting from termination (whether or not due at the date of termination), The Big Sofa will use reasonable commercial endeavours to deliver to the Client one copy of Exclusive Use Data in a standard flat-file format and upon confirmation of receipt by the Client of the copy of the Exclusive Use Data delivered under this paragraph 2.2, The Big Sofa will destroy or otherwise dispose of the Exclusive Use Data in its possession.
4. In the event that the Client does not pay all Fees and other charges outstanding at and resulting from termination within 3 months of the date of termination, The Big Sofa will be entitled to destroy or otherwise dispose of the Exclusive Use Data in its possession.
5. The Client undertakes that it will not either during the term of this agreement or after termination of this agreement for any reason:
 1. use the Exclusive Use Data other than for its own internal business operations; or
 2. use any part of the Exclusive Use Data in any advertising campaign, promotional material, webpage or in any other way which would enable the Exclusive Use Data to be accessed or view by anyone other than the Client's personnel.

17. RESTRICTED USE DATA

1. The Client shall own all intellectual property rights in the Restricted Use Data.
2. The Big Sofa agrees that it will not during the term of this agreement, unless otherwise agreed with the Client:
 1. provide access to the Restricted Use Data to any Competing Client; or

2. use the Restricted Use Data to provide services to any Competing Client.
 3. Subject to paragraph 3.2, the Client grants The Big Sofa an irrevocable, perpetual, transferable and royalty-free licence to use, copy, modify and grant access to the Restricted Use Data for its own use and in the provision of any services to The Big Sofa's clients in all respects as if it were Unrestricted Data.
18. **UNRESTRICTED data**
For the avoidance of doubt, the Client acknowledges and agrees that The Big Sofa and/or its licensors own all intellectual property rights in the Unrestricted Data.