

Terms and Conditions

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Terms and Conditions

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1. Definitions

“Acceptance Date” – date at which Client signs Agreement thus accepting Agreement terms.

“Agreement” means the Contract executed by ASP and the Client and any agreed Schedules or Appendices thereto, together with these Terms and Conditions and the Service Level Agreement.

“ASP” means ASP Solutions Limited of AMP House 4 Dingwall Rd, Croydon CR0 2LX

“Client” means the company which has executed a Contract with ASP, which references these Terms and Conditions.

“Contract” means the Client-specific ordering document governing the Client’s purchase of the Software licence, signed by the parties.

“Documentation” means all on-line help files and written instruction manuals regarding the use of the Software in either printed or machine readable form which are provided by ASP to the Client.

“Modules” means the additional functionality that integrates with the core licence CMS to enhance the standard website and increase online marketing capabilities.

“Personal Data” means all personal data, as defined in the Data Protection Act 2018, which is collected and stored on behalf of the Client by ASP, including but not limited to data which concerns: personal details, family, lifestyle and social circumstances, education and training details, employment details, financial details, racial or ethnic origin, religious or other beliefs of a similar nature, trade union membership, physical or mental health or condition.

“Service Level Agreement” means the Service Level Agreement governing the support of the Software, agreed by the parties and which is supplied with the Contract.

“Services” means any services provided to the Client by ASP under the Agreement, including without limitation any support or training;

“Show” means any exhibition, conference or event both Live events and virtual events.

“Show cycle” – defined by the date which ASP begin working on a show site via the SHOWOFF back office, or on acceptance date of the agreement (whichever occurs first) to one month after the Show date.

“Show Date” means the date of the exhibition, conference or event. This applies to both Live events and virtual events.

“Software” means the object code version of the ASP software known as “SHOWOFF” (also referred to as “SHOWOFF back office”), but excluding any third party software, together with any and all updates, modifications and enhancements thereto provided by ASP. This also includes the front end website design and html for the web pages that are produced as a result of the SHOWOFF back office, together with any and all additional modules, updates, modifications and enhancements

2. Licence Grant

ASP hereby grants to the Client a non-exclusive, non-transferable licence [for the period stated in the Contract] to:

- 2.1 use the Software;
 - 2.1.2 use the Documentation in connection with the use of the Software where available;
All modifications shall be considered part of the Software licensed hereunder and shall be owned by ASP.
- 2.2 Except as expressly otherwise provided herein, nothing contained in the Agreement transfers to the Client any licence or right in any Intellectual Property Rights.
- 2.3 The Client agrees to give ASP access and assistance as may be necessary for ASP or its nominated agent to audit the Client’s operations wherever situated, as and to the extent that ASP deems necessary to confirm the Client’s compliance with the Agreement.

3. Source Code and Intellectual Property

- 3.1 The Client agrees that it will not, directly or indirectly, or through any intermediate or ultimate parent, affiliate, holding company, subsidiary, subsidiary of any such holding company, agent or other third party:
 - 3.1.1 sell, lease, license, sub-license, encumber or otherwise deal with the Software or Documentation or any portion of the Software or Documentation;
 - 3.1.2 decompile, disassemble, reverse engineer or attempt in any manner to derive any source code version of the Software or any portion of the Software, unless and only to the extent required and permitted under applicable national law;
 - 3.1.3 use the Software to provide to any unrelated third parties, computing services or access thereto, including but not limited to commercial software or computer time-sharing, rental or sharing arrangements, or data processing services offered on a service bureau basis;
 - 3.1.4 provide, show, disclose, divulge or make available to, or permit use of the Software by persons other than the Client's employees without ASP's prior written consent;
 - 3.1.5 remove or alter any copyright or other proprietary notice on any of the Software or the Documentation;

4. Licence & Maintenance Fees

Prices for the Software licence shall be as stated in the Contract. The Licence Fee is based on a Show cycle unless otherwise stated and the Software can only be purchased on a per Show cycle basis. Any maintenance over and above that agreed in the contract will be chargeable and a quotation will be provided on request. For maintenance requests and fees, please refer to the SLA agreement.

5. Associated Activities

All pages within a website broadcast from the SHOWOFF platform can only be utilised to promote the Show mentioned within the Contract and associated activities. “Associated activities” are defined as any activity supporting the Show for which the licence of the Software was purchased and which does not require a new email template to be created. If the Client is at any time unsure as to whether its proposed activity is permitted, permission must be requested from ASP prior to the email communication being broadcast as penalties may apply in the event of a breach of this clause.

6. Software Usability

The Software is optimised to work in all mainstream browsers on PC's and Macs. The Software is only available in UK English.

6.1 Browser & Back Office Compatibility

The front-end of the websites are optimised to work with most internet browsers which are supported by their owners.

We maintain our code to be as W3C compliant as possible which means on almost all browsers the websites will work however small visual defects may occur. ASP is not responsible for any software updates that the operating system or web browser companies may rollout. However ASP will take all reasonable measures to ensure that their software/websites works on any browser used by 5%+ of the market.

7. Module Fees

Prices for the Modules shall be as stated in the Contract. Module prices are quoted for the Show cycle. Any Modules requested mid-cycle will be charged at the full rate. ASP is under no obligation to offer a discount or a refund if the Client should decide to not to utilise the Module.

8. Payment

8.1 The Client will be invoiced for the Software, Hosting and Module licence fees when a signed contract has been received by ASP. Any other fees such as additional design, integration or training outside of the initial contract, once mutually agreed upon will be invoiced once the work is completed. 8.2 The Licence Fee and any other charges payable under the Agreement are exclusive of any applicable VAT and other sales tax which shall be payable by the Client at the rate and in the manner prescribed by law against submission of a valid tax invoice. 8.3 All fees payable by the Client under the Agreement shall be paid within 30 days after the date of ASP's invoice. ASP shall have the right to charge interest on overdue invoices at the rate of 8% per annum above the Bank of England base rate, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgement. After 60 days of non-payment, ASP reserves the right to suspend access to the Software and take down the front end of the site until the full outstanding amount is received. If the full outstanding amount is subsequently paid then the

Client's website will be "unlocked" or "unblocked" on the day of receipt of payment and the Client's Agreement shall be re-instated.

9. Relaunch Procedures

Once a Show has occurred, the Client shall have the following timescales in which to confirm in writing that the Software licence requires renewal:

Show Cycle	Time from Show close
Annual	1 month
Bi-annual	3 months
Tri-annual	6 months
Quad-annual	9 months

If no indication is given by the Client within the required timescale as to whether or not the Client wishes to renew the Software licence, then an automatic monthly fee of £750 shall apply to the time period from the Show close date until such time as re-launch is either confirmed or declined. A maximum of 3 month extensions (no maximum limit for postponed events) may be implemented before the relaunch is automatically confirmed if no direction from the Client is received. If re-launch occurs, and a Software licence option is chosen, then the monthly fees incurred to the confirmation date will be offset against the Licence Fee paid for the renewal. If the monthly fees paid are in excess of the fees payable for the requested pricing option then no refunds shall be made to the Client. Once a Software licence has been renewed and the new back office has been built and set live, the previous Show back office will be archived. Archived back offices will remain accessible to the Client for a maximum of 3 years whilst an active Agreement is in place, irrespective of whether a live site/Show cycle is in use. After 3 years, the Client can request databases to be provided digitally by ASP at no additional charge.

10. Hosting Solutions

The price for hosting the Software is stated in the Contract. In some cases it may be necessary for a Client to lease or purchase its own server however this will be specified in the Contract. If exceptional bandwidth is recorded for the site, ASP has the right to terminate visitor's access or charge the Client accordingly, unless prior written consent has been given by ASP.

11. Supporting and Training

Support, if applicable, is outlined within the Service Level Agreement. Standard training is outlined within the Agreement. If it is felt that additional training is warranted, this is at the discretion of ASP. Furthermore, ASP reserves the right to charge for costs incurred as a result of providing additional training sessions (typically this would include travel, accommodation costs and the trainer's time out of the office).

Should an issue arise as a result of insufficient training or from a change in staff at the Client's offices, then a case may be made for additional sessions to be arranged either at the expense of the Client or at the

discretion of ASP, whichever is deemed relevant. The number of training days shall be at the discretion of ASP. One-to-one training for team members will be subject to negotiation between ASP and the Client.

Access and support to Zendesk and SHOWOFF will only be provided once the user has completed this training. Should access be required prior to training, no support (either via Zendesk, email or phone) can be given by ASP. All enquiries will have to be directed to trained members of the Client team.

12. Documentation

No documentation about the Software (either the back office or front of site including processes) is to be collated or held by the Client (or a third party) without the prior knowledge and written authorisation of ASP.

13. Security and Control

The Client shall during the continuance of the Agreement:

- a) Effect and maintain adequate security measures to safeguard the Software from access or use by any unauthorised person;
- b) The Client shall inform ASP immediately should it feel that system security has become compromised in any way.
- c) The Client shall notify ASP if it is planning to perform any penetration testing to the System. ASP require at least 2 weeks' notice before any tests occur.
- c) Maintain a full and accurate record of the Client's copying and disclosure of the Software and Documentation and shall produce such record to ASP on request from time to time.

ASP also reserves the right to suspend services to the Software if it deems there has been inappropriate use or any attempt (successful or otherwise) at unauthorised access of the system by the Client or its employees (e.g. giving a username and password to a user who is not been approved by ASP / an attempted hacking). This can be done immediately and without prior consultation with the Client. Access will not be granted until the matter has been investigated and resolved to ASP's satisfaction. By doing so, ASP does not limit its right to seek legal action or damages.

14. Warranties

14.1 ASP warrants that for the duration of the Show cycle following the date of acceptance of the Software (if applicable):

- a) SHOWOFF will provide the modules and functionality set out in the contract when properly used
- b) ASP will provide adequate instructions to enable the Client to make proper use of such modules and functionality;
- c) ASP will, to the best of its ability, ensure access and availability of SHOWOFF and associated modules at all times except on occasions of non-payment of invoices and inappropriate use of SHOWOFF as detailed within these Terms and Conditions

14.2 ASP further warrants that the services shall be performed with reasonable skill and care.

14.3 To the extent permitted by law, ASP:

- a) disclaims all other warranties with respect to the Software and Services, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result;
- b) makes no warranty that the Software is error free or that its use will be uninterrupted and the Client acknowledges and agrees that the existence of such errors shall not constitute a breach of the Agreement;
- c) does not warrant that the Software is fully compliant with any third party software; any integration fees must be negotiated between ASP and the Client; and
- d) does not give any warranty in respect of third party products. ASP will pass on to the Client the benefit of any third party warranty supplied by a third party manufacturer or supplier.
- e) Force Majeure - No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, hostile hacking and DDOS attacks, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimise delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

15. Confidential Information

Both parties to the Agreement undertake, except as provided below, to treat as confidential and keep secret all information marked 'confidential' or which may reasonably be supposed to be confidential, including, without limitation, any and all information contained or embodied in the Software, the Agreement and other information supplied by the Client or ASP (in this Agreement collectively referred to as 'the Information') with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices, provided that, this clause shall not extend to any information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to the Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

Neither party shall, without the prior written consent of the other party, divulge any part of the Information to any person except:

- a) to their own employees and then only to those employees who need to know the same;
- b) to either parties' auditors, HM Inspector of Taxes, HM Customs and Excise, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right duty or obligation to know the business of the other party and then only in pursuance of such right duty or obligation;
- c) any person who is for the time being appointed by either party to maintain the system on which the Software is for the time being used (in accordance with the terms of the Agreement) and then only to the extent necessary to enable such person to properly maintain the system.

Both parties undertake to ensure that persons and bodies referred to above are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the other party. Each party to the Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of this clause. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the licence or the Agreement. The Software is confidential and protected by copyright. It shall not be shown to any third parties or used for product comparison with aim of reproduction without ASP's permission.

16. Rights of Cancellation / Postponement of Event / Termination

16.1 In cases where the Client wishes to cancel a website, notice must be given to ASP in writing addressed to the most recent address or email address notified to the Client.

Cancellation fees shall be charged to the Client at ASP's sole discretion. The amount of cancellation fees will be based on the time and expenses incurred by ASP up to the date of cancellation. However, once a site has been delivered and invoiced to the Client, ASP is under no obligation to offer a refund or reduction in the unit cost for that Show.

16.1.1 Postponement of the event

In the event a Client wishes to postpone a Show, written notice must be provided to ASP. Once written confirmation has been received, the Client will incur the following fees;

- a. If postponed to a date within three calendar months of the original contracted Show Date, no additional fees will be incurred.
- b. If postponed more than three calendar months (and no more than eight calendar months) after the original contracted Show Date, the timings of the renewal will be as per Section 9 and based on the original Show Date. A new License will need to be purchased to keep the

website live. Any Licence Extension fees for postponed events will need to be paid for in advance for the entire extended period.

- c. If the Show Date is postponed by more than eight months we will consider this as a cancellation and a full Licence renewal will be due at the original renewal date, one month after the contracted Show Date.

16.2 ASP reserves the right to take down the back office of a site if:

- a) There is late payment of fees due under the Agreement; or
- b) ASP deems there has been inappropriate use of the system as described in clause 13.

16.3 Notwithstanding clause 16.2, ASP may, by written notice to the Client, terminate the Agreement forthwith if any of the following events occur, provided that no such termination will entitle the Client to a refund of any portion of any monies which have been paid to ASP:

- a) the Client is in breach of the Agreement, which breach, if capable of being remedied, has not been remedied within thirty (30) days after ASP has given the Client written notice of such breach; or
- b) the Client terminates its business activities or becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

16.4 The following clauses shall survive termination of this Agreement for any reason: 1, 2.4, 3.1, 4 and 7 and 8 (each to the extent any fees remain unpaid), 12, 15, 16.4, 16.5, 17, 20, 22, 25, 26, 27, 28, 29, 30 and 31.

16.5 Any termination of the Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any rights or liabilities of either party nor the coming into or continuance in force of any provision hereafter which is expressly or by implication intended to come into or continue in force on or after such termination.

16.6 Within fourteen (14) days after the date of termination or discontinuance of the Agreement for any reason whatsoever, the Client shall return the Software, any derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other information in its possession provided by ASP. The Client shall furnish ASP with a certificate signed by an executive officer of the Client verifying that the same has been done.

17. Data Protection

17.1 The parties hereby undertake to comply with the provisions of the Data Protection Act 2018 and any related legislation insofar as the same relates to the provisions and obligations of the Agreement. The processing of personal data is governed by the Data Protection Act 2018, under which ASP is registered as a data controller. (Registration Number: Z6573774.) Registration details can be checked at <http://www.ico.gov.uk>.

Each party agrees that:

- (a) any personal data provided will be held securely and in accordance with the Data Protection Act 2018;
- (b) Data must only be used for the purpose(s) in relation to which it has been provided;
- (c) Personal data may only be disclosed to a third party in order to fulfil a service which has been requested or where specific permission has been provided by the data subject. It may be necessary to disclose information where there is a legitimate reason for disclosure (such as a court order) but it shall be ensured that the Data Protection Act guidelines are followed in this instance;
- (d) Any information being used by the Client or passed to a third party shall be held securely by that party, in accordance with the Data Protection Act 2018, and used only to provide services or information requested by the data subject; and
- (e) The data subject has the right to ask for a copy of personal data about them and to ask for inaccuracies to be corrected. A small charge may be levied for this service.

17.2 The Client shall indemnify ASP against any and all costs and expenses incurred should a claim arise as a result of the Client's failure to abide by the provisions of this clause 17 and/or the Data Protection Act 2018. Such costs may include legal fees, fines and other similar costs arising in connection with any such claim.

17.3 GDPR; we refer here to the Regulation (EU) 2016/679 which came into force on the 25th May 2018. For an easy to navigate version of the regulation visit <https://gdpr-info.eu/>

ASP provides a CMS and website service. (the Services), we act as the Processor, and you are a Controller, in reference to any Personal Data, we shall: 1

7.3.1 Follow Controllers Instructions

Process the Personal Data only on your documented instructions as set out in these terms, including with regard to transfers of Personal Data to a different country or an international organisation; we require any transfer of data to third parties (including but not exclusive to) the sale of a brand (tradeshow, consumer show, conference or exhibition) to be confirmed in writing.

7.3.2 Comply to the Law

Unless prohibited by law, notify you if we are required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with your instructions or if, in our opinion, any of your instructions infringes the Regulation or other Union or Member State data protection provisions;

7.3.3 Use only Quality Sub-Processing Software

We do not hire sub-contractors; however, we do use third party tools to help us perform our roles. By agreeing to these terms and conditions, we have your general authorisation to obtain other Processors and shall respect the conditions referred to in paragraphs 2 and 4 of EU GDPR Article 28 for any such engagement. We assess all sub-processors software to have the correct levels and data security and with the relevant data storage agreements in place (i.e. In the EEA or with the correct data agreements, within the

USA). We shall ensure that the Sub-processor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, this data protection clause;

17.3.4 Treat Data with Respect

Enact and store all Personal Data as confidential information;

17.3.5 Take Data Security Seriously

We take security seriously and will ensure your data is secure as possible, limited by budget and usability constraints. ASP adopts a defence in defence approach with 3 layers of firewalls.

17.3.6 Follow the Rights of the Data

Subject We shall aid you in respect of EU GDPR chapter III (Art 12 -23) as far as the CMS can. Further work required may involve a fee if beyond normal requirements.

17.3.7 Protect Stored Data – Rights & Deletion

If required, delete or return all the Personal Data to you, when our services in respect of that data are no longer required, and delete existing copies unless laws require retention of the Personal Data;

17.3.8 Be a compliant processor

If required, following a written request, make available to you all reasonable information necessary to demonstrate compliance with the obligations laid down in Article 28, and allow for and contribute to audits, including inspections, conducted by your or another auditor mandated by you; and

17.3.9 Take Data Breaches Responsibly

Notify you without undue delay if we become aware of a Personal Data Breach for which we are responsible. Such Breaches may be reportable to the ICO within 72 hours.

17.3.10 Outside of this particular section regarding Data Protection & GDPR, please ensure you comply with all relevant Data Protection Laws.

18. Benchmarking Data

ASP Solutions Ltd retains the right to use all client data where relevant to produce aggregated, overall market & website usage statistics. In doing so, ASP guarantees that no Client's data will ever be identifiable in the public domain. Typically this will involve producing benchmark statistics so that we can compare the performance of their websites to the industry average. ASP is the exclusive owner of the aggregated data and it is ASP's prerogative to use the aggregated findings in support of our clients. However, ASP does retain the right to use our aggregated statistics from time to time in press materials or in any way that ASP deems appropriate from the promotion of our software and the promotion and education of the events industry and the wider community. To re-iterate, at no point will any individual event's or company's data ever be made public.

19. Credit Card Policy (PCI)

ASP's forms are not designed to take and store credit card information and are not PCI compliant. If a form is used to collect credit card details ASP accepts no liability for misuse. ASP reserves the right to destroy any credit card data collected immediately on detection. We will work with Third Party Credit Card solutions if required, which may occur a fee.

20. Exclusivity; No Partnerships

19.1 ASP does not agree to grant any terms of exclusivity in relation to any of the work that is carried out by ASP on the Client's licensed platform for the Software. Should a Client wish to develop functionality that is to be deemed exclusive to a particular Show within the Client portfolio, a premium rate will be applied to the project estimate and if both parties so agree, this development will be subject to terms of exclusivity as set out in an agreed written amendment to the Agreement.

19.2 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

21. Amendments; Assignment

This Agreement may not be amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties hereto. The Client shall not assign or transfer this Agreement to a third party without the prior written consent of ASP.

22. Announcements

Neither party shall issue or make any public announcement or disclose any information regarding the Agreement unless prior written consent has been obtained from the other party.

23. Entire Agreement

The Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of the Agreement. However the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect insofar as there is no conflict between such agreements and the Agreement. Without prejudice to any liability for fraudulent misrepresentation, the parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement.

24. Waiver

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Agreement. No right, power or remedy in the Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

25. Language

The Agreement is made only in the UK English language. If there is any conflict in the meaning between the English language version of the Agreement and any version or translation of the Agreement in any other language, the English language version shall prevail.

26. Cost And Expenses

Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.

27. Third Parties

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

No third parties are to view the SHOWOFF back office (including screen shots) without ASP's prior knowledge and written approval.

28. Intellectual Property Rights

The source code and all intellectual property rights in the Software and the deliverables resulting from any Services remain the property of ASP at all times. All vested, contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or created in future to which ASP may be entitled to shall remain the property of ASP. The Client shall notify ASP immediately if the Client becomes aware of any unauthorised use of the whole or any part of the Software by any person. The Client at no time should copy, replicate or reproduce the Software, including without limitation the back office, front of site design and layout, code or any processes involved with the Software without prior knowledge, payment and written authorisation by ASP.

If it is found that any design or code has been replicated without the written permission of a Director of ASP, a minimum £1,000 (or \$2,000 for US) fee, per month used, will be charged. This cost may increase depending on the amount of code/imagery copied.

29. Poaching of Staff

The Client agrees that it shall not, either during the term of this Agreement or within a period of 12 months after the termination thereof, directly or indirectly entice away or endeavour to entice away from ASP any person who has during the previous 12 months been employed by ASP. In the event of any breach of this clause 27, the Client shall compensate ASP with a sum equivalent to the said employee's annual salary.

30. Copyright © ASP

All rights reserved. No part of this Agreement shall be reproduced, stored in retrieval system, or transmitted by any means, electronic, mechanical, photocopying, recording or otherwise without the permission from ASP.

31. Content Disclaimer; Limitation Of Liability

31.1 ASP shall not be responsible for any content published on a website created using the Software. Upon relaunch of a Client website, content input shall be the sole responsibility of the Client. If ASP resources are required by the Client in order to input previous or new content, this will be charged in addition to the Licence Fee. A quote will be provided by ASP upon request.

31.2 Subject to clauses 31.3 and 31.4, the maximum aggregate liability of ASP (including its respective licensors, agents and sub-contractors, if any) under, arising from or in connection with the Agreement, whether arising in contract, tort (including negligence) or otherwise, shall not exceed at any time the total fees paid by the Client under the Agreement in the twelve (12) months preceding the date upon which the claim arose. In the case of a contract which covers more than one legal entity, the "Client" for the purpose of this clause shall mean only the legal entity which has suffered the loss

31.3 In no event shall ASP (including its respective licensors, agents and sub-contractors, if any) be liable for:

- a) any loss of profits, loss of data, business interruption, loss of use, loss of contracts, loss of goodwill (whether direct or indirect); or
- b) any indirect or consequential losses of any nature whatsoever;
- c) any failure of the Software or any services due to any integration or interoperability issues arising with any third party or Client systems or legacy systems unless expressly set out to the contrary herein; whether or not caused by or resulting from its negligence or a breach of its statutory duties or a breach of its obligations howsoever caused even if it is advised of the possibility of such loss.

31.4. Notwithstanding the foregoing, nothing in the Agreement shall be deemed to exclude, restrict or limit liability of either party (or their respective agents or sub-contractors) for death or personal injury resulting from their negligence or any liability for fraudulent misrepresentation.

31.5. Both parties accept that the limitations and exclusions set out in the Agreement are reasonable having regard to all the circumstances.

32. Usage Statistics and Reporting

ASP gathers usage statistics across all of the websites using the SHOWOFF platform. These statistics will be added to global reporting to generate average statistics for peer comparisons. In addition, ASP store company name information against IP addresses for reporting on unannounced visits to the website (s) and for security purposes. Individuals' information is not stored or used outside of a client's database. At no time shall ASP release individual client or website usage statistics for websites under its control without prior written consent. In addition to reporting, usage statistics are used for server monitoring and maintenance purposes.

33. Acknowledgement

ASP will add the following acknowledgements to the website licences as outlined below. These can be removed upon request at a cost:

Exhibition website by ASP

<http://www.asp.events/exhibition-websites/>

Conference website by ASP

<http://www.asp.events/conference-websites/>

Association website by ASP

<http://www.asp.events/association-websites/>

Website by ASP

<http://www.asp.events/asp-events/>