



ebblo UK Limited - Purchasing Terms

These purchasing terms (the “**Purchasing Terms**”) apply to all Contracts concluded between **ebblo UK Limited**, incorporated and registered in England and Wales with company number 06960657, whose registered office is at Brook Suite, Ground Floor, Bewley House, Marshfield Road, Chippenham, England, SN15 1JW (the “**Company**”), on behalf of itself and its Affiliates, and [SUPPLIER NAME], incorporated and registered in England and Wales with company number [●], whose registered office is at [●] (the “**Supplier**”), on behalf of itself and its Affiliates.

Supplier’s acceptance of a Purchase Order incorporating these terms – whether expressly or by fulfilling the Purchase Order – shall constitute acceptance of these Purchasing Terms, which shall govern the Contract. These Purchasing Terms shall also apply to any other agreement concluded on their basis.

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Purchasing Terms and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

1. Definitions

“**Affiliate**” means any person, corporation or other entity that now or in the future, directly or indirectly controls, is controlled by or is under common control with a party. For purposes of this definition, “control” means with respect to: (a) a corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof or, for purposes of foreign corporations, if less than fifty percent (50%), the amount allowed by applicable law; and (b) any other entity, the power to direct the management of such entity.

“**Business Days**” means any day other than a Saturday, Sunday or public holiday in England.

“**Business Hours**” means, unless otherwise agreed in the Contract, 8 a.m. to 6 p.m.

“**Contract**” means the contract between the Company and the Supplier consisting of the Purchase Order, these Purchasing Terms, and any other documents (or parts thereof) specified in the Purchase Order.

“**Defective Offering**” means an Offering that does not meet the contractually agreed requirements, is not suitable for the use specified in the Purchase Order, is incomplete or misses necessary accessories and instructions. The contractually agreed requirements include the type, quantity, quality, functionality, compatibility, interoperability, and other features of the Offering. And an Offering that is not suitable for normal use or misses a quality which is customary for items of the same type and which a purchaser can expect.

“**Delivery Date**” means the date on which the Hardware is to be delivered to Company and/or any End User, as specified in the Purchase Order.

“**Effective Date**” means the earlier of: (i) the date of the first Purchase Order; (ii) the date of acceptance of these Purchasing Terms by Supplier.

“**End Users**” means customers of the Company or the applicable Affiliate, who purchase the Offering.

“**Hardware**” means any such hardware supplied to the Company and/or the End User by the Supplier pursuant to or in connection with the Purchase Order.

“**License**” means license to Supplier’s software that is deemed to be fully paid up following Company’s payment of the amount stated in the Purchase Order.

“**Order Confirmation**” means Supplier’s written confirmation that the Purchase Order has been accepted and will be fulfilled.

“**Offering**” means the Licenses, Subscriptions, Hardware and Professional Services made available by Supplier for Company for own use and/or to resell to End Users, stand alone or together with Company’s products and/or services.

“**Price**” means the price of the Offering as specified in the Purchase Order.

“**Purchase Order**” means Company’s offer to purchase the Offering of the type, quantity, and price set forth therein, subject to these Purchasing Terms.

“**Quotation**” means Supplier’s price for Licenses, Subscriptions, Hardware and Professional Services. Quotations may be made using a price sheet or may be specific to an End User.

“**Services**” means any of the services (or any part of them) to be provided as specified, including any support and maintenance, planning, preliminary or preparatory work, pursuant to or in connection with the Purchase Order.

“**Subscriptions**” means any services, maintenance, SaaS, PaaS, IaaS, or any other non-fully paid-up software that requires renewals upon expiration of the term of the relevant Company’s Purchase Order.

“**Territory**” means - unless otherwise agreed in writing- worldwide.

2. Supplier Obligations

2.1 The Supplier shall:

2.1.1 use commercially reasonable endeavours to respond to any requests for Quotations within twenty-four (24) Business Hours.

2.1.2 provide accurate Quotations which will remain valid for a minimum of thirty (30) calendar days.

2.1.3 provide an Order Confirmation within two (2) business days of Company’s delivery of a Purchase Order. If no Order Confirmation is provided within two (2) Business Days, the Order shall be deemed accepted without reservation.

2.1.4 promptly deliver the Offering to either the Company or any Affiliate thereof and /or the End User, as specified in the Purchase Order.

2.1.5 ensure that each Offering delivered is strictly in accordance with the Purchase Order, including item, quantity, price, and delivery location.

3. Appointment of Reseller Status

3.1 The Supplier hereby appoints Company as an authorized reseller of the Offering to End Users and grants Company all the necessary distribution and IPR rights to entitle Company to sell the Offering to the End Users; the Company hereby accepts such appointment.

3.2 The Supplier hereby consents to the Affiliates of the Company participating in this Purchasing Terms to sell the Offering to End Users.

4. Company Affiliate

4.1 The Supplier acknowledges and agrees that a Company Affiliate shall have the right to acquire Offerings under these Purchasing Terms by submitting a Purchase Order referencing the same under the same conditions of the Company.

4.2 When a Company Affiliate submits and the Supplier accepts such a Purchase Order, such Affiliate will be:

4.2.1 entitled to all Company's rights under the Purchasing Terms and the applicable Purchase Order, and

4.2.2 bound to the Purchasing Terms and the applicable Purchase Order.

4.3 When an Affiliate of Company purchases Offerings for resale under this Purchasing Terms (i) all references to the "Company" in this Purchasing Terms shall refer to such Affiliate; and (ii) the Purchasing Terms shall apply together with each Purchase Order.

4.4 Purchase Orders submitted by a Company Affiliate shall represent a separate agreement between Supplier and the Company Affiliate.

4.5 If applicable, Purchase Orders submitted by a Company Affiliate will apply toward Company's cumulative volume and it will receive the same or better discount percentages applicable to any Purchase Orders placed.

4.6 A Company Affiliate may incorporate specific terms and conditions required to address local laws and local regulations, except that such locally agreed upon terms and conditions will be deemed to be country-specific terms and will not be construed as amending these Purchasing Terms in any way other than for the purposes of such locally agreed upon terms and conditions.

4.7 The parties agree that the Company and its Affiliates are independent and separate bodies and will therefore have no responsibility or liability for any acts, omissions, or obligations of the other under these Purchasing Terms. Therefore:

4.7.1 there will be no joint and several liability with respect to the Company and any of its Affiliates: and

4.7.2 any termination of these Purchasing Terms will not terminate Purchase Orders previously submitted by the Company or its Affiliates and accepted by Supplier. Notwithstanding anything

to the contrary in these Purchasing Terms, except to the extent required under local law.

4.7.3 The Supplier shall pursue any claims and damages solely against the applicable entity (whether Company or a Company Affiliate) that caused such claims and damages to accrue.

5. Price and Payment

5.1 The Supplier shall not increase the Price unless it is validly accepted and expressly agreed in writing before or upon the execution of the Purchase Order.

5.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, but exclusive of VAT, which shall be payable by the Company at the prevailing rate, subject to receipt of a valid VAT invoice.

5.3 The Supplier shall invoice the Company for the Offering following the acceptance of the delivery thereof from the Company or the End User as applicable.

5.4 Unless otherwise agreed in the Contract, the Company shall pay the Supplier all undisputed and valid invoiced amounts within sixty (60) days from the date that the Company receives a valid invoice.

5.5 A valid invoice is one that is:

5.5.1 delivered in accordance with the contract.

5.5.2 reflects the correct sum.

5.5.3 in respect of the Offering supplied or delivered to the required quality (or are expected to be at the required quality).

5.5.4 which quotes the relevant purchase order/contract reference (where applicable)

5.5.5 which has been delivered to the nominated address.

5.6 The Company is entitled to reject invalid invoices. This shall not lead to a delay in payment, and Company shall not be responsible for any other consequences of a late payment in this respect.

5.7 Company specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to Company or its Affiliates from the Supplier.

5.8 Company shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price of any Offering supplied in excess of those required by the Purchase Order.

5.9 No payment of or on account of the Price shall constitute any acceptance or confirmation by the Company as to proper performance by the Supplier of its obligations under the Contract.

5.10 The Company shall not be liable for interest where payment is withheld in good faith due to a genuine dispute concerning the relevant invoice or the performance of the Contract.

6. Supply of Subscriptions, Licenses and Hardware

6.1 The Supplier warrants and represents to the Company that the Hardware, Subscriptions, and Licenses shall:

6.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations thereof.

6.1.2 conform in all respects with the requirements of any statutes, orders, statutory instruments, regulations or by-laws from time to time in force.

6.1.3 be of satisfactory quality and free from defects in title, materials and workmanship; and

6.1.4 be fit and sufficient for the purpose for which such items are ordinarily used and for any particular purpose made known to the Supplier by the Company and the Company relies on the skill and judgement of the Supplier in the supply of the Hardware and the execution of the Purchase Order.

6.2 Unless otherwise agreed in writing, Delivery Dates are binding.

7. Supply of services

7.1 The Supplier shall from the Effective Date and for the duration of the Contract provide the Services to the Company and/or the End User as set out in the Purchase Order and any documentation appended thereto and in accordance with this Contract.

7.2 The Supplier warrants that it shall:

7.2.1. meet any delivery dates for the performance of the Services specified in the Purchase Order, this Contract or as notified to the Supplier by the Company.

7.2.2. co-operate with the Company and/or the End Users in all matters relating to the Services and comply with all the instructions of the relevant authorities (e.g., data protection and security authorities).

7.2.3. perform the Services with all the due skill, care and diligence to be expected of a competent supplier experienced in providing services of a similar kind, scope and complexity as the Services.

7.2.4 appropriately select and use Supplier's personnel who are suitably skilled, trained, experienced, and security cleared (as required) to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract.

7.2.5. adequately supervise and manage the Supplier's personnel properly to ensure that the Supplier's obligations are fulfilled in accordance with this Contract.

7.2.6. ensure that all Supplier personnel engaged in performing the Services are legally entitled to work in the relevant jurisdiction and that the Supplier complies with all applicable immigration and labour legislation.

7.2.7. ensure that the Services conform with all descriptions and specifications set out in any specification, and that the deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company.

7.2.8. provide all equipment, tools and vehicles and use the best quality goods, materials, standards and techniques, and ensure that the deliverables, and all goods and materials supplied and used in the Services or transferred to the Company or the End Users, will be free from defects of title, in workmanship, installation and design.

7.2.9. obtain and always maintain all necessary licenses and consents necessary to provide the Services and comply with all applicable Legislation.

7.2.10. observe all health and safety rules and regulations and any other security requirements that apply at any of the Company or End User's premises, as the case may be; and

7.2.11. hold all Company or its End Users materials in safe custody at its own risk, maintain such materials in good condition until returned to the Company or its End Users, and not dispose or use such materials other than in accordance with the Company's written instructions or authorization. All Company's materials are the exclusive property of the Company.

7.2.12 comply with all applicable data protection and information security laws and regulations (including the UK GDPR, EU GDPR, and any local data protection legislation), and ensure that any personal data processed on behalf of the Company or its End Users is handled in accordance with such laws and Company's reasonable instructions. Supplier warrants that its systems, personnel, and subcontractors comply with these obligations. Supplier warrants and represents that it has implemented and will maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

7.3 Company's rights under this Contract are in addition to the statutory terms implied in favour of the Company. This contract is not intended to waive any rights to which the Company is entitled by law (in particular warranty and indemnity rights).

8. Inspection, Rejection and Guarantee

8.1 Nothing contained in this Contract shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

8.2 The Company may refuse to accept the delivery of the Offerings and obtain full refund if an Offering is found to be defective, not in accordance with the Contract, or does not fit for any purpose expressly or impliedly made known to the Supplier or has been returned by End User pursuant to a Supplier guarantee to the End User

8.3 The Supplier shall permit the Company or its authorized representatives to make any inspections or tests it may reasonably require in relation to the Offering and the Supplier shall afford all reasonable facilities and assistance free of charge. The Supplier shall remedy any defects or deficiencies in the event of any failure (in the reasonable opinion of Company) to comply with the terms of the

Purchase Order or the Contract or applicable laws. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Company of any rights or remedies in respect of the delivery.

8.4 The Company may reject Defective Offerings and any part of the Offering which fail to meet the requirements in the Contract. Such notice of defects shall be given within ninety (90) days after delivery or discovery, whichever is later, to the Company or its End Users, as the case may be. If the Company rejects any of the Offering pursuant to this condition, the Supplier shall at Company's sole option (without prejudice to its other rights and remedies) either:

8.4.1 repair, at Company's sole discretion, the defective Offering as quickly as possible (but latest within a time period set by the Company or within a reasonable time period if no express time period has been set) or (as the Company shall elect in its sole discretion) replace the defective Offering with an Offering which complies in all respects with the requirements under the Contract within a time period set by the Company or within a reasonable time period if no express time period has been set;

8.4.2 If the Supplier does not repair or replace the defective Offering within the set or reasonable period of time or if this is impossible, the Company has the right to withdraw from the Purchase Order and to demand a refund of the price of the defective Offering or (as Company shall elect in its sole discretion), reduce the price of the Offering.

8.5 Unless otherwise stated in the Purchase Order, the Supplier shall guarantee the Hardware for a period of twenty-four (24) months from acceptance or thirty-six (36) months from delivery, whichever shall be the longer. For Services and Software, including any Licenses or Subscriptions, the Supplier shall provide a warranty of not less than thirty-six (36) months from delivery, activation or acceptance (whichever is the latter).

8.6 If Company shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defects that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Company's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as Company shall elect in its sole discretion) without cost to Company.

8.7 Any Offering rejected or returned by Company pursuant to this condition shall be returned to the Supplier at the Supplier's risk and expense, including but not limited to shipping costs.

9. Intellectual Property

9.1 The Supplier warrants that the Offering does not infringe any patent, trademark, design right (whether registered or not), copyright or other intellectual property right of any third party in any relevant Territory. The Supplier shall indemnify and keep indemnified the Company and its Affiliates against all losses, liabilities, damages, costs and expenses (including reasonable legal costs) arising out of or in connection with any claim that the Offering infringes the intellectual property rights of a third party. Claims under this clause shall be subject to the applicable statutory limitation periods. The

Supplier shall notify the Company promptly if it becomes aware of any actual or potential infringement claim relating to the Offering.

9.2 The Supplier warrants that the Offering (if applicable) has valid licenses for the standard essential patents ("SEP") at the time of delivery and shall provide Company with information on the relevant standard essential patents under which the Supplier is licensed for the products in scope of the Offering and provide the relevant evidence. If the Supplier fails to provide evidence of the valid licenses within 14 days from receipt of the request by Company, Company shall be entitled to procure and charge the Supplier for the relevant SEP licenses fees. In any case the Supplier shall indemnify and shall hold the Company harmless from any claim regarding infringement of Standard Essential Patents by the Products brought against the Company or its End Users directly or indirectly by any third party. If the Supplier enters into further SEP licenses during the Contract, the Supplier is not entitled to increase its prices to Company to reflect increased royalty costs. The indemnifying party's obligation to indemnify the indemnified party is contingent upon the indemnified party:

9.2.1 providing the indemnifying party prompt written notice of any claim.

9.2.2 tendering the exclusive control of the defense of any claim to the indemnifying party; and

9.2.3 reasonably cooperating with the indemnifying party in the defence of the claim, at the indemnifying party's sole cost and expense.

9.3 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing furnished to or made available to the Supplier by Company or individually created by the Supplier pursuant to the Contract for Company or its End Users ("Intellectual Property") are hereby assigned to and shall remain vested solely in the Company. Modifications, changes and further developments of Intellectual property in relation to the Contract shall be made for the exclusive use, benefits and exploitation by the Company. Any reproduction or usage of the Intellectual Property, as well as its processing or modification, is only permissible insofar as this is necessary for the fulfilment of the Contract or is exceptionally permissible due to mandatory statutory provisions

9.4 The Supplier shall not (except to the extent necessary for the implementation of the Contract) without prior written consent of Company, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Company, its End Users or the Contract in any advertisement without the Company's prior written agreement.

9.5 The Supplier hereby grants to the Company a non-exclusive, royalty free, right to use its name and any trademarks associated with the Offerings (collectively "Trademarks") during the term of this Contract for the sole purpose of marketing and reselling the Offerings to End Users.

9.6 Upon any termination of this Contract, the Company shall remove such Trademarks from all materials, letterheads, signs and any other media in which the Company displayed such Trademarks within a reasonable period of time.

9.7 The Company shall not remove or alter any Trademarks from any Offering or other materials provided by the Supplier. Any goodwill derived from the Company's use of the Trademarks will inure for the benefit of the Supplier.

9.8 The Supplier may use the Company's tradename solely for internal reference. Supplier may not use Company's name or logos in external marketing or publicity without Company's prior written consent.

9.9 The Supplier shall not make any other use of Company's tradename or trademarks without Company's prior written consent. Any goodwill derived from Supplier's use of the Company's tradename or trademarks will inure for the benefit of the Company.

9.10 The Company may sublicense, resell, assign, transfer, rent or lease any software and products in scope of the Offering, or a portion thereof, acquired under this Contract to an Affiliate and/or its End Users. Any such transfer of an Offering shall not augment the rights Supplier granted to the Company. Upon such transfer, Company's rights in the applicable Offerings will terminate and all rights and obligations of the Company will vest in the applicable Company Affiliate or the End User as the case may be. The applicable Company Affiliate or the End User as the case may be, will be bound by the terms of the Contract.

10. Insurance

10.1 During the term of this Contract and for three (3) years following termination hereof, the Supplier shall continue to maintain with a reputable insurance company a policy or policies of insurance with minimum coverage amounts of not less than £5,000,000 (general liability), £5,000,000 (professional liability/errors and omissions), and £5,000,000 (cyber liability), covering all the matters which are the subject of indemnities under these Purchasing Terms.

10.2 The Supplier shall, at the request of the Company, produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.

10.3 Supplier shall instruct its insurance to name the Company as an additional insured to each policy and have the insurance Supplier send a certificate to the Company that proves the Company has been added to Supplier's policy, and that confirms that before any cancellation, modification, or reduction in coverage of the policy, the insurance Supplier will give the Company thirty (30) days' prior written notice of the proposed cancellation, modification, or reduction of coverage.

10.4 Supplier shall provide the Company with certificates or other acceptable proof of coverage on request, and the Supplier shall notify the Company of any material change to Supplier's insurance.

10.5 The Supplier shall be liable under all the provisions of the Contract, whether or not it complies with the insurance provisions in this Clause 10.

11. Confidentiality

Definition:

"**Confidential Information**" means non-public information of a competitive or commercially sensitive, proprietary, financial, or trade secret nature, or information that involves or implicates privacy interests. Confidential Information includes, but is not limited to, any information labeled "Confidential" or "Proprietary," business plans, strategies, forecasts, analyses, financial information, employee information, technology information, trade secrets, products, technical data, specifications, documentation, rules and procedures, methods, contracts, presentations, know-how, product plans, business methods, product functionality, data, customers, markets, competitive analysis, databases, formats, methodologies, applications, developments, inventions, processes, payment, delivery and inspection procedures, designs, drawings, algorithms, formulas or information relating to engineering, marketing, or finance and any other information that the Recipient should reasonably believe to be confidential given the circumstances.

Confidentiality Obligations

11.1 Each party acknowledges that certain information it will receive from the other party may be Confidential Information of the other party. Any party receiving Confidential Information ("Recipient") shall exercise the same degree of care and protection with respect to the Confidential Information of the party disclosing Confidential Information ("Discloser") that it exercises with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Recipient and its personnel may only use Discloser's Confidential Information to the extent necessary to fulfil its obligations under this Contract during the term. Recipient shall be liable for any and all breaches by its personnel. Each party shall inform its employees of the confidentiality obligation and ensure compliance therewith. Personnel shall only have access to Confidential Information according to the need-to-know principle. Upon termination of this Contract, Recipient shall return or destroy all of Discloser's Confidential Information and, upon Discloser's request, certify such return or destruction to Discloser's reasonable satisfaction, unless relevant legislation requires retention.

Exclusions

11.2 The confidentiality obligations will not apply to information that:

11.2.1 is known by the Recipient prior to its receipt.

11.2.2 is now or becomes publicly known by acts not attributable to the Recipient.

11.2.3 is disclosed to Recipient by a third party who has the legal right to make such a disclosure.

11.2.4 is disclosed by the Recipient with Discloser's prior written consent.

11.2.5 is subsequently developed by the Recipient independently of any disclosures made hereunder and without use or access to any of the Discloser's Confidential Information; or is required to be disclosed pursuant to governmental regulation or court order.

Injunctive Relief

11.3 Each party acknowledges that any violation of its obligations relating to Confidential Information would result in damages to the other party that are largely intangible but nonetheless real, and that cannot be fully remedied by an award of damages. Accordingly, any such violation will give the other party the immediate right to a court-ordered injunction or other appropriate order to enforce those obligations. A party's right to injunctive relief is in addition to any other rights and remedies available to such party at law and in equity. The court shall have discretion to award costs in accordance with applicable law.

12. Warranties and Disclaimer

12.1 The Supplier represents and warrants to the Company and the End User that:

12.1.1 it has all necessary power and authority to enter into this Contract and appoint the Company as an authorized reseller of the Offering.

12.1.2 the Offering is free from any liens and encumbrances; and

12.1.3 to the best of its knowledge, including matters of which Supplier should be reasonably aware, the Offerings do not infringe any patent, copyright, trademark, trade secret or other proprietary right.

12.2 The Company represents and warrants that it has all necessary power and authority to enter into this Contract and perform its obligations hereunder.

13. Ownership and risk

13.1 Ownership and risk in the Offering shall - without prejudice to any of the rights or remedies of the Company - pass to the Company and / or the End User on delivery.

14. Indemnity

14.1 The Supplier shall indemnify the Company for all losses and liabilities (including reasonable legal costs and court costs) arising from any third-party claims relating to:

14.1.1 the Supplier's Offerings infringe any patent, copyright, trademark, trade secret or other proprietary right.

14.1.2 the Supplier having breached any representation, warranty or obligation to an End User; or

14.1.3 Supplier having breached any representation, warranty or obligation under this Contract.

14.2 The indemnifying party's obligation to indemnify the indemnified party is contingent upon the indemnified party:

14.2.1 providing the indemnifying party prompt written notice of any claim.

14.2.2 tendering the exclusive control of the defence of any claim to the indemnifying party; and

14.2.3 reasonably cooperating with the indemnifying party in the defence of the claim, at the indemnifying party's sole cost and expense.

14.3 Infringement Remedy. In the event of an infringement claim, Supplier shall, at its expense:

14.3.1 procure the right for each End User to continue using the Offering.

14.3.2 make such alteration, modification or adjustment to the Offering so that they become non-infringing without incurring a material diminution in function; or

14.3.3 replace the Offering at no cost to either the Company or End User with non-infringing substitutes provided that the substitutes do not entail a material diminution in function.

14.4 If none of the foregoing is reasonable, then Company or the applicable End User may return the infringing Offering and Supplier shall promptly refund the sum of all payments made by Company and End User hereunder for such Offering, and any service, dependent thereon, within thirty (30) days of such return.

14.5 Claims arising under this Section shall be subject to the applicable statutory limitation periods. The Supplier shall notify the Company promptly if it becomes aware of any actual or potential infringement claim relating to the Offering.

14.6 Supplier's indemnity obligations under this Section 14 and Section 9 shall not be subject to the financial cap set out in clause 15.3. Supplier's indemnity obligations under this Section shall survive termination or expiry of the Contract.

15. Limitation of Liability

15.1 Neither party shall be liable to the other party (whether in contract, tort, misrepresentation or for breach of any duty (including strict liability) or otherwise) under or in connection with this Contract (including the supply or non-supply of the Services) for any:

15.1.1 indirect or consequential loss or damage; or

15.1.2 any loss of future business or future profits.

15.2 Nothing in this Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be excluded or limited.

15.3 Subject to clause 15.2, the maximum aggregate liability of either party arising under or in connection with this Contract (whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed the total value of the relevant Purchase Order or £1,000,000, whichever is greater.

15.4 The limitations in this Section shall not apply to the Supplier's liability arising from:

(i) its indemnity obligations;

(ii) breach of confidentiality;

(iii) data protection and information security obligations;

- (iv) intellectual property infringement; or
- (v) breach of applicable law.

15.5 The parties agree that the limitations and exclusions of liability set out in this Contract are reasonable having regard to the nature of the Offering and the commercial relationship between the parties.

16. Term and Termination

16.1 The Contract shall commence from the Effective Date and will continue in full force and effect until the conclusion of the applicable Purchase Order or until terminated by either party in accordance with the terms herein, whichever is the earlier.

16.2 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.

16.3 The Company may terminate the Contract for a justified cause with immediate effect by notice in writing to the Supplier if at any time:

16.3.1 the Supplier breaches material provisions of the Contract and fails to remedy or cure such breach within a reasonable period of time as set by the Company;

16.3.2 the Supplier breaches Clause 11 (Confidentiality).

16.3.3 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order, or the Supplier applies to enter a voluntary arrangement with its creditors.

16.3.4 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof.

16.3.5 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed.

16.3.6 the Supplier ceases payments or insolvency is established or insolvency proceedings or comparable statutory proceedings are applied for, such proceedings are opened or their opening is rejected for lack of assets.

16.3.7 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters any arrangement or composition with its creditors.

16.4 The Company may terminate any Purchase Order prior to fulfilment, by providing notice to the Supplier and shall be released from any payment obligation in respect of that Purchase Order.

16.5 The Company may terminate its obligations with respect to any Subscription or ongoing Services, without any further obligation to the Supplier, if the applicable End User fails to meet its payment obligations to the Company.

16.6 Upon receipt of a notice of termination for a Subscription or ongoing Services, Supplier may transact directly with such End User, without further payment obligations for the Company.

16.7 The Company may terminate any Contract at any time, with or without reason, upon thirty (30) days' prior written notice to the

Supplier. In the event of termination for convenience, Supplier shall promptly refund to the Company any prepaid but unused fees on a pro rata basis within thirty (30) days of termination.

16.8 Subscriptions, or any other Offering will not renew unless a valid Purchase Order is submitted by the Company.

16.9 Termination of the Contract shall not affect Purchase Orders already delivered, but Company may cancel any unfulfilled Purchase Orders at its discretion without liability.

16.10 Nothing in this clause shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

17. Compliance with Law and Regulations

17.1 The Supplier shall comply with all laws, rules, regulations and/or standards of the country of destination applicable to the goods and services in the Offerings and with the following obligations as set forth in this Article 17, which are essential obligations to the Contract and/or the Purchase Order:

17.1.1 Legal and Ethical Compliance - Company requires its suppliers and contractors to strictly comply with all applicable legal requirements relating to their activities and business environment, including especially those designed to prevent bribery and corruption, and the Supplier agrees to comply therewith.

17.1.2 Vigilance Plan – In accordance with the applicable law upon Company's request, the Supplier shall provide an assessment delivered by a qualified body reasonably acceptable to Company, evaluating the Supplier's Corporate Social Responsibility risks. The Supplier undertakes to implement the necessary preventive, corrective and remedial actions and warrants to maintain in place, throughout the term of the Contract and/or the Order(s), risk assessment and prevention improvement plans aiming at preventing serious violations with respect to human rights and fundamental freedoms, health and safety of persons and the protection of the environment.

17.2 Corruption - Company prohibits all unlawful payments and practices and is fully committed to the elimination of corruption in its business transactions. In addition, Company prohibits facilitation payments. The Supplier shall comply with all applicable laws and regulations on corruption, bribery, unlawful business activities and extortion. The Supplier shall never make or approve an unlawful payment to anyone under any circumstances.

17.2.1 The Supplier warrants that it has not directly or indirectly paid any commission, fees or granted any rebates to any third party, employees of Company or Company's customer, or made any gifts, entertainment or any other non-monetary favors or other arrangements in violation of the law. Any breach of this clause shall be a material breach of the Purchase Order / Contract.

17.2.2 Audit Rights - In the event of suspected corruption, the Supplier shall permit Company's authorized accounting representative to inspect the Supplier's accounts and records relating to the services provided or to these Purchasing Terms. The Supplier's

obligation to allow inspection of its accounts and records shall continue for a period of two (2) years after the expiration of the Purchase Order / Contract.

17.2.3 Conflicts of Interest - Company expects the Supplier to identify and avoid situations where there is an actual or potential conflict of interest, and the Supplier agrees to comply therewith. The Supplier must disclose any actual or potential conflict of interest. Company employees are prohibited from accepting kickbacks or bribes of any form.

17.2.4 Gifts and Hospitality – Company’s policy limits its employees’ ability to accept gifts and hospitality. Gifts and hospitality are acceptable only if they are of reasonable, modest and symbolic value, occasional, transparent, and can be reciprocated. Company expects the Supplier to refrain offering gifts and hospitality to Company employees and will refuse all gifts and hospitality that would not correspond to those criteria.

17.2.5 Export control and trade sanctions – In performing its obligations under this Contract, the Supplier shall comply with all applicable export controls, trade sanctions and import laws and regulations in any relevant jurisdiction, including, to the extent applicable: (i) the U.S. Export Administration Regulations (EAR) administered by the U.S. Department of Commerce’s Bureau of Industry and Security (BIS); (ii) European Council Regulation (EC) No 428/2009 (as amended) and any successor legislation; and (iii) economic sanctions laws and regulations administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the European Union, the French Republic, the Office of Financial Sanctions Implementation of His Majesty’s Treasury (OFSI) in the United Kingdom, and the Hong Kong Monetary Authority (HKMA).

The Supplier shall ensure that the Offerings are not supplied, directly or indirectly, in breach of any such laws or regulations and shall obtain all necessary licences, consents and authorisations required for the export, re-export, transfer or provision of the Offerings.

17.2.6 The Supplier represents and warrants that neither itself nor its board of directors nor any of its parent companies, shareholders with a legal or de facto controlling interest (i) is a sanctioned person (i.e., listed by a sanctions authority with jurisdiction over any of the Parties); (ii) is violating any sanctions regulations and orders to the extent that they are applicable to its business, dealing and activities. In the event of a change of situation, the Supplier shall inform Company by written notice without delay and Company may, at its option, suspend and/or terminate the Contract with immediate effect upon written notice to the Supplier. The Supplier agrees that it shall have no claim against the Company for any loss or damage arising directly from any suspension or termination exercised in accordance with this clause.

17.2.7 The Supplier shall be responsible for obtaining any required authorisations for exports or re-exports as defined in such laws, regulations, and orders.

17.2.8 The Supplier shall provide Company, upon the latter’s prior request, with a certificate of compliance confirming acknowledgement of and compliance with the applicable export

control regulations. The Supplier is responsible for the accuracy of the delivered information for all supplied Goods.

17.3 Modern Slavery – The Supplier shall comply with all applicable anti-slavery and human trafficking laws and shall maintain appropriate policies and procedures to ensure that slavery and human trafficking do not occur in its business or supply chains.

17.3.1 The Supplier confirms that it carries out regular, meaningful, and comprehensive due diligence procedures and has internal policies in place to address any suspected human rights abuse in its business and Group where applicable. Any breach of this clause shall be a material breach of the Purchase Order / Contract.

17.4 The Supplier undertakes to comply with all applicable minimum wage and employment laws in the jurisdictions in which it operates, including the National Minimum Wage Act 1998 and associated regulations (as amended). Furthermore, the Supplier undertakes to require subcontractors engaged by it to comply with such laws.

17.5. Should the Company be held liable for the violation of one of the regulations of a relevant minimum wage law by the Supplier or a subcontractor engaged by him, the Supplier shall indemnify the Company on demand against all losses, liabilities, fines, penalties, costs and expenses (including reasonable legal costs).

18. General

18.1 Notices – Any notice under this Contract shall be in writing and shall be deemed duly given:

(a) if delivered personally, at the time of delivery;

(b) if sent by pre-paid first class post or courier, at 9.00 a.m. on the second Business Day after posting; or

(c) if sent by email to the address specified in the relevant Purchase Order (or such other address as notified in writing), at the time of transmission, provided that no delivery failure notification is received.

18.2 Modifications – The Contract may not be modified except by an agreement in writing duly executed by representatives of either party.

18.3 Headings – Section headings are shown herein for convenience only and shall not affect the meaning or interpretation hereof.

18.4 Force Majeure – Neither party shall be liable for the failure to perform its obligations under this Contract due to events beyond such party’s reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God or acts in compliance with any applicable law, regulation or order of any court or governmental body. If Supplier’s inability to perform due to force majeure continues for more than thirty (30) days, Company may terminate the Contract or any affected Purchase Order without liability.

18.5 Waiver and Severability

18.5.1 The failure by a party to exercise any right hereunder will not operate as a waiver of such party's right to exercise such right or any other right in the future. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement specified therein. If any provision of this Contract is or becomes void or unenforceable in whole or in part, the validity or enforceability of the remaining provisions shall not be affected thereby. The invalid, illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. The same shall apply to any omission in this Contract.

18.5.2 Each party shall comply with all applicable laws, rules, and regulations in the performance of its obligations under this Contract, including any applicable import and export control regulations and data protection laws.

18.6 Independent Contractors - The relationship of the parties will be independent contractors, and neither party will have the authority to enter into Contracts on behalf of the other party.

18.7 Assignment

18.7.1 The Contract may not be assigned or otherwise transferred, and the duties hereunder may not be delegated by either party unless expressly permitted in the previous provision (in particular in relation to Company Affiliates or its End Users) or without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. Supplier may not assign or subcontract performance of material obligations without Company's prior written consent. All provisions hereof shall be binding upon either party's successors or assigns.

18.7.2 Any Change in Control of a party will not be considered an assignment of this Contract, for which the other party's prior written consent is required. "Change in Control" means any of the following: (i) a public offering of securities on a recognized exchange; (ii) any purchase or sale of securities held by employees or angel investors; (iii) any purchase or sale of securities held by private equity or venture capital firms; or (iv) a sale of all or substantially all of the assets of seller, whether in a single transaction or a series of transactions, a merger, consolidation, or any other transaction or arrangement the effect of which is that fifty percent (50%) or more of the total voting power entitled to vote in the election of the board of directors is held by a person or persons other than the shareholders of the acquired Supplier who, individually or as a group, held fifty percent (50%) or more of such voting power immediately prior to such event.

18.8 Third Party Rights - Unless otherwise provided herein, the Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

18.9 Governing Law and Jurisdiction – This Contract shall be governed by and construed in accordance with the laws of England and Wales, without regard to rules on conflict of laws. The United Nations

Convention on the International Sale of Goods will not apply to this Contract or any Purchase Order issued hereunder.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Contract, including any question regarding its existence, validity, formation or termination.

18.10 Entire Agreement – These Purchasing Terms set forth the entire agreement of the parties regarding the subject matter hereof and supersede all prior agreements and understandings. These Purchasing Terms may only be modified by a written amendment signed by a duly authorised representative of each party. Any preprinted or click-through terms presented by Supplier (e.g. on a website, Quotation, or invoice) will not apply. Each party acknowledges that it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract.

Signed for and on behalf of Company

Signature: _____
Name: _____
Title: _____
Date: _____

Signed for and on behalf of Supplier

Signature: _____
Name: _____
Title: _____
Date: _____