

SECURELINK UK LTD. GENERAL TERMS AND CONDITIONS

1 SCOPE AND STRUCTURE

- 1.1 These General Terms and Conditions apply to Customer's procurement and Supplier's provision of Products and/or Services under a Delivery Agreement and shall form an integral part thereof (jointly the "Agreement" as defined in section 2). These General Terms and Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 These General Terms and Conditions consist of general and specific provisions. The general provisions in sections 1-4 and 11-33 apply to all Delivery Agreements, whereas the specific provisions in sections 5-10 will apply only to the specific type of Deliverables and/or Services as further described under each relevant section.
- 1.3 Deviations to these General Terms and Conditions may only be agreed in writing and, if agreed, will be recorded in a deviation document or a Delivery Agreement.
- 1.4 In case of conflict between the different parts of the Agreement, the following order of precedence shall apply: i) the body of the Delivery Agreement, (ii) these General Terms and Conditions, (iii) the appendices to the Delivery Agreement (applying in numerical order/alphabetical order).
- 1.5 In the event of conflict between the general provisions and the specific provisions of these General Terms and Conditions, the specific provisions shall prevail.

2 DEFINITIONS

The following definitions shall have the meanings hereby respectively assigned to them. Additional definitions may be defined in the context of particular provisions of these General Terms and Conditions.

"Acceptance Certificate" means the document signed by both Parties upon successful completion of an Acceptance Test.

"Acceptance Control Period" means a period of time after the delivery of the Deliverables defined in the Delivery Agreement to allow Customer to inspect the Deliverables and verify their compliance with the Agreed Specification in accordance with the agreed Acceptance Test.

"Acceptance Test" means the test(s) or review(s) specified in the Delivery Agreement to be performed to verify that the Deliverables meet the Agreed Specification.

"Additional Services" means such additional services that Customer requests from Supplier within the scope of the MSS but which are not included in the Delivery Agreement and which Supplier is willing and able to provide.

"Agreed Specification(s)" means for

- a) *Products*, the product descriptions published by Product Vendor at the Date of Delivery of the Delivery Agreement, provided that the functionality described in such product descriptions can be obtained without any configuration or other work to be carried out by Supplier;
- b) *Resource Services*, the agreed Consultant Level;
- c) *Project Services*, the SOW;
- d) *Support Services*, the Service Description as set out in the Delivery Agreement; and
- e) *MSS*, the Service Description as set out in the Delivery Agreement.

"Agreement" means the Delivery Agreement entered into by the Parties, and these General Terms and Conditions.

"Confidential Information" shall have the meaning in section 21.

"Consultant" means a (designated) individual engaged by Supplier for the performance of Professional Services.

"Consultant Level" means the adequate and relevant level of competence and experience of a Consultant required for the performance of the Professional Services as specified by the Parties in the Delivery Agreement, or if no such specification exists, as determined by Supplier.

"Customer" means the customer and any Group Company, as specified in the Delivery Agreement.

"Customer Information" shall have the meaning set out in section 4.3.

"Customer Default" shall have the meaning in section 4.11.

"Date of Delivery" means the date of delivery when the Services or Deliverables or a well-defined part thereof or a phase of the implementation of the Project or Services or solution are provided to the Customer as follows for:

- a) *Hardware*, the date when the Hardware has been delivered at the Delivery Site in accordance with the agreed Incoterms 2010;
- b) *Software and certificate of Product Vendor support*, the date when the Software or certificate of Product Vendor support is made available to Customer electronically through download or otherwise;
- c) *Product Vendor professional services or Product Vendor support*, the date when such service is made available for use by, or is provided to, Customer;
- d) *MSS and/or Support Services*, the first date when MSS and/or Support Services according to Agreed Specifications, are available for use by Customer;
- e) *Resource Services*, the first date when Consultant is present at the agreed location (onsite or remote) to start the delivery of the Resource Services; or
- f) *Project Services*, (i) when a successful Acceptance Test has been performed and an Acceptance Certificate has been issued by Customer; (ii) when the Acceptance Control Period specified in the Delivery Agreement expires and Customer has not made a justified complaint in respect of the Deliverables; (iii) for any delivery of corrections or otherwise any Deliverable made after Customer has made a justified complaint, when an Acceptance Certificate has been signed by Customer; (iv) if the Customer starts using the Deliverables in the ordinary course of business or for revenue earning purposes, such being considered as beneficial use; or (v) if no Acceptance Control Period has been agreed in the Delivery Agreement, when Supplier informs Customer in writing that the delivery has been completed.

"Deliverable(s)" means all deliverables and results specified in the Delivery Agreement(s) to be delivered to Customer. For the avoidance of doubt any and all tangible and intangible property including, but not limited to, technical documents, samples, models and other materials as well as all data, standard concepts, tools, know-how and information of whatever nature developed by Supplier prior to the commencement of the Services or independently developed by or on behalf of Supplier during or

upon completion of the performance of Services, including any Intellectual Property Rights, shall not be considered Deliverables unless specified otherwise in the Delivery Agreement.

“Delivery Agreement” means a specific agreement including all appendices thereto and/or Purchase Order entered into between Supplier and Customer governing Supplier’s provision and Customers procurement of Products and/or Services.

“Delivery Site” means the delivery address of the Hardware as specified by Customer in a Delivery Agreement.

“Disclosing Party” shall have the meaning in section 21.

“Force Majeure Event” means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether or not involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction, accident, breakdown of plant or machinery, fire flood, storm or default of third party suppliers or any other third parties.

“Good Industry Practice” means the degree of skill, care, prudence, foresight and practice, which would ordinarily be expected of a skilled and experienced leading supplier of services and products.

“Group Company” means in relation to Supplier or Customer as the case may be, any company and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Supplier or Customer.

“Hardware” means any hardware that Supplier resells from a Product Vendor under the Agreement.

“Intellectual Property Rights” or **“IPR”** means patent, copyright and related rights, registered trademarks, trade secret, trade names and domain names, registered models and designs and database rights, including all applications and rights to apply for and be granted, renewals and extensions of, and rights to claim priority from, such rights.

“Managed (Security) Services” or **“MSS”** means a subscription service consisting of either assessment, operations, detection and/or response services as specified and agreed in the Delivery Agreement.

“Party” means each of Customer and Supplier and **“Parties”** means Customer and Supplier jointly.

“Permitted Purpose” shall have the meaning in section 21.

“Products” means any Hardware and/or Software, cloud/SaaS services, professional services and packaged standard support bundles that Supplier resells from Product Vendor, sourced usually via a distributor, and that are ordered by Customer from Supplier.

“Product Vendor” means a company that develops and produces hardware and/or software products, cloud/SaaS services, and supplies services related thereto. Product Vendor shall not be considered as a Subcontractor to Supplier and its personnel shall not be considered as working under the responsibility of the Supplier.

“Professional Services” means either Resource Services and/or Project Services.

“Project Services” means consultation or other services provided by Supplier to Customer under the Agreement and as part of Supplier’s project management with the purpose to deliver a specific project to the Customer as detailed in the Delivery Agreement. Project Services may include the provision of

Deliverables such as, implementation work, written specifications, designs, tests and/or reports.

“Purchase Order” or **“PO”** means a written or electronic request from Customer to purchase Products and/or Services from Supplier, indicating type, quantity and agreed prices for such Products and/or Services and which refers to either a Quotation or an existing Delivery Agreement.

“Quotation” means the Supplier’s written offer (submitted usually in response to a request for quotation by the Customer) to supply Products and/or Services required by the Customer at specific prices, terms of sale/delivery and payment.

“Receiving Party” shall have the meaning in section 21.

“Resource Services” means that Supplier shall supply to Customer, one or several Consultants with the agreed Consultant Level and skill set to perform certain tasks or services under the project management responsibility of the Customer.

“Representative(s)” shall have the meaning in section 21.

“Service Activation Project” means a project which includes activities necessary to start the MSS. These projects shall be specified in a SOW and include instructions from the Supplier to the Customer of any necessary amendments on the Customer platform(s), and/or installation of Supplier’s tools in Customer’s and/or Supplier’s IT environment. It also includes Supplier’s and Customer’s activities to enable Supplier to activate the MSS to the Customer.

“Service De-Activation Project” means a project which includes activities necessary to end the MSS. These projects shall be specified in a SOW and include instructions from the Supplier to the Customer of any necessary amendments on the Customer platform(s), and/or de-installation of Supplier’s tools in Customer’s and/or Supplier’s IT environment. It also includes Supplier’s and Customer’s activities to disable the MSS to the Customer.

“Service Delivery Appliance” or **“SDA”** means a hardware and/or software and/or virtual platform consisting of Supplier’s scripts, configuration and third party’s products that is needed for Supplier to provide MSS to Customer. SDA is Supplier’s tool which is owned/licenced by the Supplier and used in conjunction with the MSS delivery.

“Services” means any Support Services, MSS, Additional Services or Professional Services delivered by Supplier under the Agreement.

“Service Description” means, with regard to Support Services and MSS, the description of the Services to be provided to Customer and which is appended to the Delivery Agreement.

“Statement of Work” or **“SOW”** means the description of the project-specific activities, Deliverables and the time schedule for Supplier’s provision of Project Services or Service Activation and De-Activation Projects which is appended to the Delivery Agreement.

“Software” means any software licenses (including cloud/ SaaS) services that Supplier resells or distributes from Product Vendor under the Agreement.

“Subcontractor(s)” means any third party used by the Supplier (or Customer as the case may be) to provide all or part of the Services. For the purpose of this Agreement, the Product Vendors for Products and Supportive Tools are not considered to be Subcontractors.

“Supplier” means the SecureLink entity that is entering into the Delivery Agreement with the Customer.

“Supplier Materials” shall have the meaning in section 4.10.

“**Support Services**” means support services provided by Supplier to Customer under the Delivery Agreement.

“**Supportive Tools**” means third party software, cloud/SaaS services, hardware and/or other tools owned/licensed and used by the Supplier to deliver the Services to Customer.

“**Time & Material**” means that Supplier will charge Customer based on the time spent by Supplier and the material used to perform the Services. Travelling and accommodation costs, will be charged in accordance with Supplier’s then-current price list or in accordance with the prices agreed in the related Delivery Agreement.

GENERAL PROVISIONS

3 SUPPLIER'S GENERAL OBLIGATIONS

- 3.1 Supplier shall use all reasonable efforts to ensure that the Services and Deliverables meet the Agreed Specifications and that the Services and Deliverables are provided with reasonable care and skill according to the procedures, methods, concepts and standards normally applied by Supplier and in accordance with Good Industry Practice.
- 3.2 All obligations of Supplier mentioned under this Agreement shall be obligations of means and shall never be considered as obligations of result, unless otherwise explicitly stated.
- 3.3 Supplier shall perform its obligations in compliance with all laws and regulations applicable to it in its capacity as provider of Products and Services .
- 3.4 Supplier shall be entitled to engage any Group Company in the provision of all or part of the Services and/or Deliverables under the Agreement. To the extent Supplier engages any Group Company in accordance with the foregoing, Supplier shall remain liable for the performance of such Group Company.
- 3.5 The Supplier shall have the right to make any changes to the Services which are necessary to comply with applicable law or safety requirements and if such change has a material impact on the Services, the Supplier shall notify the Customer in accordance with section 12.

4 CUSTOMER'S GENERAL OBLIGATIONS

- 4.1 Customer shall fulfil the obligations specified in the Agreement and carry out such obligations in a professional and timely manner.
- 4.2 Customer shall pay all charges for Services and Deliverables as set out in the Agreement.
- 4.3 Customer shall provide Supplier with all necessary assistance and co-operation in relation to the Agreement, as well as all necessary access to accurate and complete information, instructions, documentation and assumptions (together the “**Customer Information**”). Customer furthermore acknowledges and agrees that Supplier’s performance of the Agreement depends on the accuracy and completeness of the Customer Information provided before and during the provision of the Services and/or delivery of the Products. Customer further undertakes to notify Supplier, without undue delay, of any change of such Customer Information, and of any other circumstances that may affect Supplier’s obligations or performance of the Services, in particular with respect to the execution, timing, pricing and progress of the Services.
- 4.4 Customer shall provide Supplier with all necessary assistance and access to equipment (including physical access to Customer’s hardware whether at Customer’s premises or at premises of any third party) and software (including any software or hosting services or cloud/SaaS services supplied to Customer by a third party) to the extent necessary or needed for the Supplier’s performance of the Services under the Agreement.

- 4.5 The Customer will promptly obtain and provide to Supplier all required consents necessary for Supplier to provide the Services. A required consent means any consents or approvals required to give Supplier and its Subcontractors the right or license to access, use, configure, install or modify (including creating derivative works) the hardware, software, cloud/SaaS services and other products that the Customer uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.
- 4.6 Customer shall comply with all applicable laws and regulations with respect to its activities under the Agreement and shall obtain and maintain in force all approvals, consents, licenses, permissions and authorizations that may be necessary or required for the performance, receipt and use of the Services and/or Deliverables as applicable, and for any other activities stipulated in the Delivery Agreement (including but not limited to permission from any third party service provider).
- 4.7 Customer shall ensure that all back-up copies of software, configurations, data, documentations and files are made before delivering such material to Supplier or prior to and/or during the Supplier’s delivery of Services. Customer shall also be solely responsible for restoring such material in the event of loss or damage.
- 4.8 If the Parties have agreed that some or all Services shall be performed at Customer’s premises, Customer shall provide Supplier, any Group Company, employees, agents, Subcontractors and relevant Consultant(s) and any other authorized representative of Supplier sufficient access to any of Customer’s premises and/or locations needed for the performance of the Services, including reasonable working space, any necessary equipment and tools (including software), as well as necessary access to systems which are not included in the Services. The Customer shall also in a timely manner inform and provide the Supplier with any health and safety regulations that apply at its premises prior to Supplier commencing the execution of the Services at the Customer’s premises.
- 4.9 Customer hereby acknowledges and consents that Supplier may record calls made with Supplier’s call centers. Information regarding such recordings will be provided prior to the recording.
- 4.10 Customer shall keep and maintain all materials, equipment, documents and other property of the Supplier (“**Supplier Materials**”) at the Customer’s premises in safe custody at its own risk, maintain the Supplier Material in good condition until returned to the Supplier and Customer shall not dispose of or use the Supplier Materials other than in accordance with the Supplier’s written instructions or authorization and the Agreement. The Customer shall ensure that such material is covered by an insurance policy with sufficient coverage when at its premises.
- 4.11 If the Supplier’s performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation (“**Customer Default**”):
 - a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of its obligations to the Customer to the extent that the Customer Default prevents or delays the Supplier’s performance of any of its obligations;
 - b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier’s failure or delay to perform any of its obligations as set out in this section 4.11; and
 - c) the Customer shall reimburse the Supplier on written demand for any proven and unavoidable costs incurred by the Supplier arising directly from the Customer Default.

SPECIFIC PROVISIONS

The terms under sections 5-10 apply exclusively to the provision of Services and delivery of Deliverables as further specified under each respective section.

5 PROFESSIONAL SERVICES

What is stated in this section 5 shall apply to Consultants performing Professional Services.

- 5.1 If a Consultant becomes unavailable by reason of termination of employment with Supplier, illness, injury or otherwise during the Professional Services, Supplier shall be entitled to replace such Consultant with another Consultant with the same or similar Consultant Level. Supplier shall inform Customer, as soon as reasonably possible, of such unavailability and subsequent change of Consultant.
- 5.2 If Supplier is unable to provide a replacement Consultant with the same or similar Consultant Level within reasonable time, and such failure is of material significance to the performance under the Delivery Agreement, Customer has the right to terminate the applicable part of the Delivery Agreement on written notice, without any right to claim compensation or damages.
- 5.3 If Customer demonstrates, based on well-founded grounds, that a Consultant is not suitable to perform the Professional Services, Customer shall notify Supplier thereof, without undue delay, stating the reason and grounds why the Consultant is considered as unsuitable for the performance of the Professional Services.
- 5.4 If Customer, notwithstanding any corrective measures taken by Supplier, with reasonable cause requires that the Consultant should be replaced Supplier shall, subject to availability and within a reasonable time, provide a suitable replacement Consultant with the same or similar Consultant Level. If Supplier is unable to provide a replacement Consultant with same or similar Consultant Level within a reasonable time, and such failure is of material significance to the Delivery Agreement, Customer has the right to terminate the applicable part of the Delivery Agreement on written notice, without any right to claim compensation or damages.
- 5.5 Supplier shall be responsible for training of Consultants, at Supplier's own cost, in order to provide the Professional Services. Customer shall provide agreed Customer specific training as specified in the Delivery Agreement, if such training is necessary for Supplier in order to perform the Professional Services under the Delivery Agreement.
- 5.6 In the event a penetrations test is ordered by Customer other specific terms will apply in addition to these General Terms and Conditions. Such specific terms will be added in the Delivery Agreement for the penetration tests.

6 RESOURCE SERVICES

What is stated in this section 6 shall apply to Supplier's provision of Resource Services.

- 6.1 Supplier shall in all material respects provide the Resource Services in accordance with the Agreed Specifications and the Delivery Agreement.
- 6.2 The competence and skills of the Consultants shall be in accordance with the agreed Consultant Level (if any) as specified in the Delivery Agreement.
- 6.3 The Consultants shall follow reasonable instructions provided by Customer only in connection with and for the execution of the Resource Services and in accordance with the Delivery Agreement.
- 6.4 The Consultants of Supplier shall never be considered as being an employee of Customer and Customer shall never execute any

powers or give any instructions to the Consultants that are exclusively reserved to the employer.

7 PROJECT SERVICES

What is stated in this section 7 shall apply to Supplier's provision of Project Services.

- 7.1 Supplier shall in all material respects provide the Project Services in accordance with the Agreed Specifications and the Delivery Agreement.

Acceptance

- 7.2 During the Acceptance Control Period, Customer shall conduct applicable delivery inspections and Acceptance Test at its own expense and in consultation with Supplier. Customer can appoint a mutually agreed third-party to participate in the Acceptance Test, and subject always to such third party's compliance with the confidentiality obligations set out in this Agreement.
- 7.3 In the event of an unsuccessful Acceptance Test, Customer shall provide Supplier with a written notice stating the reason(s) that the Acceptance Test was considered unsuccessful, within five (5) working days of the Acceptance Test. Supplier shall perform corrections as soon as reasonably possible after receipt of such Notice of Non-compliance. Customer shall then perform new delivery inspections and Acceptance Test until the Deliverables meet all the requirements specified in the Delivery Agreement.
- 7.4 Customer shall issue an Acceptance Certificate as soon as possible after the Acceptance Test has been successfully completed, and in any event no later than five (5) working days after the Acceptance Test. If Customer fails to issue an Acceptance Certificate within such time, the Deliverables shall be deemed accepted by the Customer at the Date of Delivery and the Supplier shall issue an Acceptance Certificate on the Customer's behalf.
- 7.5 Acceptance Test shall be deemed to have been successfully performed even if the applicable Deliverables suffers from minor non-conformities which are non-essential for the proper operation and maintenance of the concerned Deliverable. The Parties shall record (in writing) any non-conformities together with an estimated time schedule for Supplier to implement the necessary corrective measures.

8 SUPPORT SERVICES

What is stated in this section 8 shall apply to Supplier's provision of Support Services.

- 8.1 Supplier shall in all material respects provide the Support Services in accordance with the service levels set out in the Agreed Specifications.
- 8.2 Customer acknowledges and consents to Supplier sharing relevant support data, including customer data, with the relevant Product Vendor where it is required for Supplier's provision of the Support Services. If such Customer data contains Personal Data, section 23 shall apply.
- 8.3 If Customer has paid for applicable hardware replacement services, Customer shall in case of a defect in any hardware, pack the hardware in suitable packaging for transport, handling and storing in order to prevent any mechanical or atmospheric damage during transport.
- 8.4 Unless otherwise specified in the Delivery Agreement or purchased as part of Professional Services or MSS, Supplier's responsibility and liability for Support Services shall be limited to troubleshooting and making suggestions for corrective measures. Supplier shall not be responsible or liable for making any actual correction and any corrective measures shall be taken by Customer at its own expense.

9 **MANAGED (SECURITY) SERVICES - MSS**

What is stated in this section 9 shall apply for Customer's subscription to and Supplier's provision of MSS.

9.1 Supplier shall in all material aspects provide the MSS in accordance with the Agreed Specifications and the Delivery Agreement starting on the estimated Date of Delivery and such service shall end at the last date of the subscription period of the MSS.

9.2 Unless otherwise agreed in the Delivery Agreement, Supplier shall be entitled to remuneration for the Service Activation and De-Activation Project (described further in section 9.3-9.6). If such remuneration is not agreed upon in the Delivery Agreement, Supplier has the right to charge for such services on a Time and Material basis based on the rates of its then-current Supplier's Professional Services pricelist.

Service Activation Project

9.3 Unless otherwise agreed in the Delivery Agreement, Supplier shall carry out a Service Activation Project for the purpose of activating the agreed MSS. Such Service Activation Project shall be agreed upon in a SOW.

9.4 Once the Service Activation Project has been completed, Supplier shall inform Customer in writing whether the MSS:

- a) can be provided in accordance with the Delivery Agreement, in which case such notification will also be a confirmation of the Date of Delivery;
- b) can be provided, subject to certain conditions being met in relation to Customer's IT infrastructure, in which case the Parties shall meet in order to discuss such conditions and their implementation and any impact on the estimated Date of Delivery;
- c) cannot be provided, in which case the corresponding Delivery Agreement shall terminate with immediate effect and without any right for Customer to claim compensation or damages. Supplier shall however always be entitled to remuneration for the Service Activation Project, whether or not the MSS requested by the Customer can be delivered as initially intended.

Service De-Activation Project

9.5 Unless otherwise agreed in the Delivery Agreement, Supplier shall at the end of the subscription period carry out a Service De-Activation Project for the purpose of deactivating the agreed MSS. Such Service De-Activation Project shall be agreed upon in a SOW.

9.6 Customer acknowledges and consents to the removal of and as the case may be, return to Supplier, the standard use cases, scripts, service appliances and, if applicable, SDA, Supportive Tools, platforms and other tools (all which are Supplier's or a third party's ownership and proprietary IPR) that has been implemented in the Customer IT environment/search heads will be removed by Supplier, during the Service De-activation Project.

9.7 Supplier shall upon Customer's request return the customer data.

Additional Services

9.8 During the term of the Agreement, Customer may request Supplier to perform Additional Services. Any service not specifically listed in the Service Description or a SOW shall be considered Additional Services.

9.9 The provision of, and the charges to be paid by Customer for Additional Services will be determined in accordance with the change procedure set forth in section 12.

9.10 The Parties acknowledge and agree that Additional Services to be performed by Supplier shall not be subject to the service levels set out in the Agreed Specifications unless specifically agreed in an amendment to the Delivery Agreement.

Customer's obligations

In addition to what is set forth in section 4 above, the following also applies for MSS.

9.11 Unless otherwise agreed in the Delivery Agreement, Customer shall in a timely manner:

- a) allow Supplier to install Supplier's SDA in accordance with Supplier's suggested design;
- b) review documentation and issue decisions in connection with the Service Activation Project;
- c) provide Supplier with correct and required information regarding Customer's IT conditions and circumstances;
- d) be responsible for faults and defects in Customer's IT environment (both hardware and software) and use reasonable endeavors to correct such faults and defects in Customer's IT environment;
- e) allocate sufficient resources and employees, who are qualified and competent for the purpose, to perform its obligations; and
- f) be responsible for the control and administration of access rights in relation to all users of Customer's IT environment and the customer data, including but not limited to giving Supplier access to such IT environment through the Customer's network.

10 **DELIVERY OF PRODUCTS**

What is stated in this section 10 shall apply to Supplier's provision of Products.

10.1 All Products are sold/licensed exclusively pursuant to the end user terms and conditions/end user license agreement governing the use of, and warranty applicable to, the Products agreed between Customer and the respective Product Vendor.

10.2 When placing a Purchase Order to Supplier for the purchase/license of Products, Customer therefore acknowledges and accepts that its purchase/license and use of the Products will be governed by the applicable end user terms and conditions/end user license agreement, which implies the existence of a direct contractual relationship between Customer and Product Vendor.

10.3 Customer shall indemnify Supplier against all liabilities, costs, expenses, damages and losses, suffered or incurred by Supplier due to Customer's breach of any end user terms and conditions / end user license agreement or other applicable terms and conditions of a Product Vendor.

10.4 Unless otherwise agreed in the Delivery Agreement, Supplier shall deliver;

- a) Hardware in accordance with Incoterms® 2010 DDP for domestic deliveries only. In case of cross-border deliveries, Supplier arranges for shipment and Customer shall compensate Supplier for its costs in connection with the transportation;
- b) Software and Product Vendor's support certificate electronically through download or otherwise; and
- c) Product Vendor's professional services as separately agreed between Customer and Product Vendor.

10.5 Risk of loss passes to the Customer on the Date of Delivery unless otherwise agreed in relevant Delivery Agreement.

10.6 Title to the Products shall pass to Customer once paid for in full. Customer undertakes to take proper care of the Products and keeping all original packaging and manuals until full payment has been made.

10.7 Upon Customer's receipt of the Hardware at the Delivery Site, Customer shall inspect the Hardware for visible damage and

visible deficiencies and without undue delay report any such damage or deficiencies (with photo and a written description) to Supplier. Customer shall also immediately inform the freight carrier at the time of delivery of Products if the packaging/wrapping is damaged and follow such freight carrier's instructions how to handle such complaint.

- 10.8 In case of Customer's cancellation of a Delivery Agreement and/or return of Products from a Delivery Agreement, Customer will not be granted any refund unless the Product Vendor and/or the distributor approve such refund.
- 10.9 When Supplier provides Services in relation to the Products such Services shall be governed by the specific provision in these General Terms and Conditions, as applicable, and also as specified in relevant Delivery Agreement.

GENERAL PROVISIONS CONTINUED

Sections 11-33 apply, together with sections 1-4, to all Delivery Agreements.

11 DELAY

- 11.1 Supplier shall use reasonable endeavors to meet the agreed time schedule for the provision of the Services and the agreed delivery date for the delivery of the Products. However the Parties agree that, unless otherwise expressly agreed in the Delivery Agreement, any dates are estimates only. In the event the Supplier expects any delay in the provision of the Services or the delivery of the Products, it shall inform the Customer on the measures taken or proposed to mitigate such delay to the maximum extent possible. Notwithstanding the above, Supplier shall never be liable for any delay that is caused by a Product Vendor in the delivery of the Products, the occurrence of a Force Majeure Event or a Customer Default.
- 11.2 In case of a delay of delivery of Products for more than thirty (30) days, Customer may request to cancel the part of the Delivery Agreement relating to such Product to which the delay refers, provided that the delay is caused by Supplier and due to circumstances under its control. This cancellation right applies only if Supplier can cancel its purchase order on the same terms with the Product Vendor or the distributor of the Product as applicable.

12 CHANGES IN SUPPLIER'S SCOPE OF WORK

- 12.1 Customer may request a change to Supplier's scope of work after a Delivery Agreement has been concluded. Such change shall be governed by the change control mechanism as specified in this section 12.
- 12.2 If Supplier determines that any additional work needs to be performed or if Supplier's scope of work needs to be adjusted after a Delivery Agreement has been concluded, Supplier shall inform the Customer's authorized representative promptly. Supplier shall not carry out any additional work or make any adjustments to its scope of work without the approval of the Customer's authorized representative to such additional work or adjustments in accordance with section 12.3.
- 12.3 Change requests pursuant to sections 12.1 and 12.2 above shall be made in writing using a change request form delivered by the requesting Party to the authorized representative of the other Party.
- 12.4 Where a request for change is made by the Customer, the Supplier shall within seven (7) days of receipt of the change request inform the Customer in writing of any change to the Agreed Specification, any increase or decrease in costs and any change to the estimated time schedule or inform the Customer that such requested change is not possible or unreasonable to execute. The Customer shall inform the Supplier in writing within seven (7) days of receipt of such written notice if the Customer wishes the requested change

to be made and in such case the Supplier shall update the Agreed Specification(s).

13 USE OF SUBCONTRACTORS

- 13.1 Unless prohibited by applicable law, Supplier shall have the right to engage Subcontractors in its performance of the Agreement. Upon Customer's request, Supplier shall inform Customer in writing of such Subcontractors that Supplier uses or intends to use in Supplier's provision of Services and/or supply of Deliverables to Customer, as applicable.
- 13.2 Each Party shall be liable for the performance, and any acts and omissions of its Subcontractors.

14 PRICE

Unless otherwise stated in the Delivery Agreement, the following shall apply.

- 14.1 All prices are exclusive of value-added tax and other taxes, or duties levied on the provision of Services and/or Deliverables under the Agreement, which shall be payable by the Customer. In case of cross-border delivery, additional charges such as to compensate transport, custom duties and other levies related to the import and export of Products shall apply.

Professional Services

- 14.2 In addition to the payment of the applicable fees, Customer shall reimburse Supplier for all agreed actual, reasonable travel costs and expenses including, but not limited to, airfares, hotels and allowance incurred by Supplier in performance of the Professional Services. Such costs, expenses materials shall be invoiced by Supplier at cost.
- 14.3 Unless otherwise agreed in Delivery Agreement Supplier is entitled to adjust the fees for Professional Services once a year. Supplier shall give the Customer advance written notice of such price adjustment.

15 INVOICING AND PAYMENT TERMS

Unless otherwise agreed in the Delivery Agreement the following shall apply.

- 15.1 Payment of fees shall be made by the Customer to Supplier in full within thirty (30) days from the date of invoice.
- 15.2 The fees shall be invoiced by Supplier in accordance with the agreed payment terms in the Delivery Agreement. In the absence of such payment terms invoicing can occur as of receipt of the Purchase Order or according to the Quotation.
- 15.3 Fees for subscription or usage of Software, Support Services and/or Product Vendor support services shall be invoiced, in full and in advance, for the entire time period that such subscription Software, Support Services and/or Product Vendor support services are to be provided as set out in the Delivery Agreement.
- 15.4 Customer shall provide Supplier with the information required for submitting invoices to Customer electronically, if the Parties agree on electronic invoicing.
- 15.5 If Customer is in delay with any payment pursuant to the Agreement, Supplier shall be entitled to charge interest, at the higher of (i) the legal interest rate applicable in the country of Supplier, or (ii) 8 % per year. If Customer doesn't pay any undisputed invoice(s), after having received a notification stating so, Supplier shall be entitled to suspend (part of) the Services until full payment of all outstanding amounts and recover duly evidenced actual costs of recovery.
- 15.6 The right to charge interest and suspend the Services shall not limit Supplier's other rights and remedies under the Agreement.

- 15.7 The Customer shall pay all amounts due under the Agreement in full without any set off, counterclaim, deduction or withholding except as required by law.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 Each Party shall remain the owner of any IPR held by such Party prior to the date of the Agreement and of any IPR developed thereafter by such Party independently of the Agreement, or in case of third party IPR, in the respective third party. The foregoing shall also apply for any tools, templates, know-how, data and/or methods used by the Supplier to perform the Services. Unless otherwise specifically set out to the contrary, nothing in the Agreement shall be construed to grant a Party any right, by license or otherwise, to the IPR of the other Party.

16.2 All IPR resulting from or otherwise deriving (directly or indirectly) from the Supplier's provision of Services under the Agreement shall exclusively vest in and remain the property of Supplier. Supplier grants Customer, who accepts, a non-exclusive, personal, non-transferable and non-sublicensable right to use the relevant Supplier IPR for the sole purpose of using the relevant Services for the purposes as outlined in the Agreement and solely during the term of the Agreement. In the event it has been agreed in a Delivery Agreement that Supplier shall deliver certain Deliverables as part of the Services, the Parties agree that all title, right and interest in such Deliverables shall to the maximum extent permitted by law be transferred and assigned to the Customer, unless otherwise explicitly agreed between the Parties, and the fee to be paid by Customer for such transfer shall be considered as included in the price for delivering the Services. Such transfer of rights shall however not prevent Supplier to deliver similar or identical deliverables to other parties without any restriction, subject to compliance with its confidentiality obligations under this Agreement.

16.3 Customer grants Supplier a non-exclusive, world-wide, fully paid-up right to use, modify and reproduce any Customer IPR exclusively for the provision of the Services and/or Deliverables, without any right to divulge this IPR to a third party unless for the provision of the Services and/or Deliverables by a Subcontractor to Customer as set out in the Delivery Agreement.

16.4 For avoidance of doubt, title to all IPR in or related to Products shall remain vested in the respective Product Vendor and shall not be included in Supplier's license granted pursuant to section 16.2. All usage of the Products shall be subject to the applicable end user terms and conditions/end user license agreement defined by the relevant Product Vendors.

16.5 Supplier shall be entitled to use, for its own benefit and for the benefit of other customers/third parties, all knowledge, know-how and skills used and/or acquired when performing the Services in future assignments to other customers, subject to compliance with its confidentiality obligations under this Agreement.

17 IPR INDEMNITY

17.1 If a third party claims that the Services or Deliverables provided by Supplier under this Agreement infringes that party's patent, registered trademark or copyright, Supplier will defend Customer against that claim at its expense, and will pay all costs, damages, and attorney's fees that a court finally awards or as agreed in a settlement approved by Supplier, provided that Customer: (i) promptly notifies Supplier in writing of the claim; (ii) allows Supplier to control, and cooperates with Supplier in, the defense and any related settlement negotiations, and (iii) does not make any admission of liability with regard to the claim.

17.2 If, as a result of any binding settlement or a final determination by a court of competent jurisdiction, the Services or Deliverables are held to infringe any third party rights and the use of the Services or Deliverables is enjoined, or if Supplier reasonably determines that any of the Services or Deliverables may become subject to a

claim of infringement, Supplier shall be entitled at its sole discretion;

- a) procure for Customer the right to continued use;
- b) replace or modify the Services or Deliverables so that they cease to infringe the third party rights; or
- c) if neither of the foregoing is possible on reasonable commercial terms, refund Customer the amount paid under the Agreement for the infringing Services or Deliverables.

17.3 Supplier shall not be obliged to defend or indemnify Customer if any claim of infringement results from:

- a) Customer's unauthorized modifications to and combinations of the Services or Deliverables;
- b) Customer's use of the Services or Deliverables in breach of the Agreed Specifications and/or the Agreement; or
- c) Software or Hardware from Product Vendors alone whether or not provided by Supplier, as opposed to the infringement resulting from a combination or modification made by Supplier.

17.4 The Customer will indemnify, defend and hold Supplier, its Group Companies, and Subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent, trademark and copyright infringement) made against Supplier, alleged to have occurred as a result of the Customer's failure to provide any required consents. Supplier will be relieved of the performance of any obligations that may be affected by the Customer's failure to promptly obtain and provide any required consent to Supplier.

18 WARRANTY

18.1 Supplier warrants that it will perform each Service in accordance with Good Industry Practice and according to the Agreed Specifications. Customer shall provide timely written notice to Supplier of any failure to comply with this warranty, in order that Supplier may take remediation measures.

18.2 For recurring Services, such as Support Services or MSS, the warranty shall apply for as long as the Services are being rendered. For non-recurring Services, the warranty for each Deliverable shall commence on the Date of Delivery of such Deliverables and last for thirty (30) days, unless expressly agreed otherwise in a Delivery Agreement. Supplier shall, within a reasonable and mutually agreed timeframe, remedy any material non-fulfillment of the Services or the Deliverables with the Agreed Specification.

18.3 If such non-fulfillment cannot reasonably be remedied, Supplier will provide the Customer a discount or refund for the amounts paid for such relevant part of the Services or Deliverables. This represents the entire extent of Supplier's liability for non-fulfillment of the Services or Deliverables.

18.4 Supplier shall however not be liable, and its obligations under sections 18.1-18.3 shall not apply for the Services or Deliverables, where the non-fulfillment is due to or related to, respectively:

- a) incorrect, inappropriate or excessive use of any Deliverables by Customer;
- b) any modification to Deliverables by the Customer;
- c) incorrect information provided by Customer to Supplier for the provision of the Services or Deliverables;
- d) changes in Customer's IT environment (including but not limited to set-up or configuration changes) that might have had an impact on Supplier's Services or Deliverables; or
- e) where the Supplier is not (solely) liable for such non-fulfillment of the Services or Deliverables.

18.5 Supplier does not provide any warranty or guarantee in relation to the Products, their quality, fitness for purpose or otherwise, other than the Product warranty and support terms given by the

Product Vendor in the applicable end user terms and conditions/end user license agreement.

- 18.6 The above warranties cannot be construed as an implied warranty by Supplier that Supplier's Services or Deliverables will render Customer's systems, environment or data immune against hacking, cyber-attacks, malicious code and/or other forms of cyber security breaches.

19 LIMITATIONS OF LIABILITY

- 19.1 Subject to the limitations set out in the Agreement, each Party shall be liable for damages caused by negligent acts or omissions by its own personnel and its Subcontractors.

- 19.2 To the maximum extent permitted by law:

a) neither Party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of use or damage or corruption to software or data, loss of profits, anticipated savings, goodwill or business opportunity, loss of reputation, third party claims or for any indirect or consequential loss or damage arising under or in connection with the Agreement; and,

b) Unless otherwise explicitly agreed in the Delivery Agreement, Supplier's total liability to Customer in respect of any direct damages arising under or in connection with a Delivery Agreement, shall be limited to the higher of (i) 125 % of the fees paid or to be paid by Customer under said Delivery Agreement (in case of recurring Services, the liability shall be equal to 125 % of all fees paid by Customer in the last twelve (12) months before the event giving rise to the liability occurred) and (ii) GBP five hundred thousand (500,000).

This limitation of liability shall apply regardless of the number of events, the nature of, or the period of time that has elapsed between, the different events giving rise to the liability.

- 19.3 Nothing in the Agreement shall limit or exclude either Party's liability for:

- a) death or personal injury;
- b) fraud or fraudulent misrepresentation;
- c) damages caused by willful misconduct or gross negligence; and
- d) any other liability, which cannot be limited or excluded by applicable law.

- 19.4 Customer loses its right to claim damages, if such claim is not made within three (3) months after the Customer became aware, or reasonably should have become aware, of the event giving rise to the claim and, in any event, no later than twelve (12) months after the Date of Delivery.

- 19.5 If the Parties, in a Delivery Agreement, have agreed upon a penalty for Supplier's delay or service credits for breach of agreed service levels, the Customer is entitled to such penalty/service credits according to the Delivery Agreement. However, the Customer is not entitled to any additional damages or other compensation due to such delay or deviation from the agreed service levels, other than in the event of willful misconduct or gross negligence.

- 19.6 Each Party shall take all reasonable measures in order to mitigate its loss and to limit the damage.

20 FORCE MAJEURE

- 20.1 Neither Party shall be liable to the other Party for non-performance or delay in the performance of any of its obligations (or that of its Subcontractors) caused by a Force Majeure Event.

- 20.2 Upon the occurrence of a Force Majeure Event, the affected Party shall immediately notify, in writing, the other Party with as much

detail as possible. If the Force Majeure Event continues or is expected to continue for more than one (1) month, either Party shall have the right to terminate the affected Delivery Agreement, without limiting its other rights or remedies.

21 CONFIDENTIALITY

- 21.1 The Parties agree that all proprietary and confidential information provided or exchanged between them concerning the supply of Products or the provision of Services pursuant to this Agreement (the "**Permitted Purpose**") shall be considered and treated as confidential. For the purpose of the Agreement "**Confidential Information**" means all information relating to the Permitted Purpose which is disclosed directly or indirectly by the disclosing party or its Representatives ("**Disclosing Party**") to the receiving party or its Representatives ("**Receiving Party**") in the frame of the Agreement and includes all confidential or proprietary information that is, or reasonably could be, identified as being of a proprietary or confidential nature, but excludes any information referred to in section 21.3.

- 21.2 The Parties acknowledge that either Party may be a Disclosing Party or Receiving Party under the Agreement.

- 21.3 Confidential Information shall not include any information:

- a) which is publicly available at the time of disclosure or later becomes part of the public domain through no breach of the Agreement by the Receiving Party;
- b) which was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party;
- c) was independently disclosed to it by a third party entitled to disclose the same;
- d) which can be shown to have been independently developed by the Receiving Party without any reference to any Confidential Information of the Disclosing Party; or
- e) the use or disclosure of which has been authorized in writing by the Disclosing Party prior to the intended use or disclosure of such Confidential Information.

- 21.4 The Receiving Party shall keep Confidential Information confidential and shall not use, exploit, copy, reproduce, reduce to writing or record, store, or refer to Confidential Information for any other purpose than for the Permitted Purpose, and shall not directly or indirectly disclose or make available any Confidential Information in whole or part to any person except as expressly permitted by, and in accordance with the Agreement. However, obligations of confidentiality in this section 21 shall not prevent Customer from using the Service(s) in its ordinary course of business, whether the Deliverables contain Confidential Information or not.

- 21.5 The obligations of confidentiality in this section 21 shall not prevent either Customer or Supplier from disclosing such Confidential Information where it is required to do so under applicable law, or by order of a court or governmental body of authority of competent jurisdiction, or by any mandatory requirement of a regulatory authority or by the rules of any recognized stock exchange. If legally possible and applicable, the recipient of such order shall notify the other Party to allow a reasonable opportunity to seek protective order or equivalent or to appeal, and to extent reasonably possible, make effort to protect any sensitive information.

- 21.6 The Receiving Party may disclose Confidential Information only to those of its Group Companies, officers, employees, Subcontractors, Product Vendors or financial, legal or other advisers, who need to know such Confidential Information for carrying out the Permitted Purpose ("**Representative(s)**") or for audit purposes. The Receiving Party shall ensure that its Representatives are informed of the confidential nature of the Confidential Information prior to such disclosure and shall procure that those Representatives comply with the undertakings in this section 21 as if they were the Receiving Party. The Receiving Party

shall be liable for the acts and omissions of its Representatives in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.

- 21.7 At the request and sole discretion of the Disclosing Party, the Receiving Party shall, within thirty (30) days from receipt of such request, erase from its system, to the extent that it is able to do so, and return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and hardware provided to the Receiving Party as Confidential Information or, to the extent not possible or if the Disclosing Party so requests, certify destruction of the same.
- 21.8 The obligations under the Agreement with respect to Confidential Information shall remain in force for a period of five (5) years from the date of expiration or termination of the Agreement.

22 AUDITS

- 22.1 If the right to perform audits for a specific purpose or Services is granted to the Customer in a Delivery Agreement, the audit shall be performed in accordance with the following provisions.
- 22.2 Subject to the Customer giving the Supplier at least thirty (30) days' notice in writing, the Customer shall, at its own cost and expense, be entitled to perform agreed audits during regular business hours. Such audits must be performed in a manner that does not interrupt Supplier's normal business operations and may be carried out by Customer or a mutually agreed third-party auditor provided that such third-party auditor has entered into confidentiality undertakings reasonably acceptable to Supplier.
- 22.3 The Customer must submit to Supplier a detailed audit plan at least two (2) weeks in advance of the proposed audit date describing the proposed scope, duration and start date of the audit.
- 22.4 The Customer, or the mutually agreed third-party auditor, will not get access to any of the Supplier's other customers' Confidential Information or personal data and shall always be accompanied by a member of the personnel of Supplier when conducting onsite audits. Supplier shall not be obliged to share any information about its margins or internal cost structure.
- 22.5 The audit right set out above only applies to the Supplier and does not give Customer any audit rights in respect of third parties, such as Product Vendors or Supportive Tools providers.

23 PERSONAL DATA PROTECTION

- 23.1 In connection with the supply of Services and Deliverables, Supplier may from time to time process personal data. Such processing is performed only when necessary to fulfill Supplier's contractual obligations towards Customer, and upon request and according to the written instructions of Customer.
- 23.2 With respect to Supplier's processing of personal data in the frame of a Delivery Agreement the Parties shall conclude and enter into a data processing agreement, in compliance with article 28 of the GDPR, regulating all aspects of the processing activities to be carried out by Supplier, as well as the specifications of the purpose of processing, the type of personal data, and the categories of data subjects, etc.
- 23.3 Supplier shall ensure that all technical and organizational measures are taken to protect the personal data in accordance with the requirements of the GDPR and the applicable national privacy authorities.

24 TERMINATION

- 24.1 The term of the Agreement and provisions regarding termination are set forth in the respective Delivery Agreement.
- 24.2 Unless otherwise specified in a Delivery Agreement, either Party shall be entitled to immediately terminate the Agreement in the event the other Party commits a material breach of the

Agreement and (if such breach is remediable) does not remedy such breach within thirty (30) days of receiving a written notice thereof from the other Party.

- 24.3 The Supplier may terminate the Agreement with immediate effect if the Customer fails to pay any amount due under the Agreement within seven (7) days from the date of notification from the Supplier that the amount due has not been paid on the due date for payment.
- 24.4 Notice of termination shall be made in writing and shall be sent by courier to the other Party or by registered mail with acknowledgement of receipt to the address set out in the respective Delivery Agreement. The reason for termination shall be clearly stated.
- 24.5 In case of early (i) termination for convenience or (ii) termination resulting from a situation contemplated in sections 5.2 and 5.4, Customer shall, unless otherwise specified in the Delivery Agreement, pay for all work already performed by Supplier prior to the date of termination and any costs and expenses that the Supplier has incurred prior to the date of termination or is committed to pay to a third party in relation to the Services. For fixed term recurring Services, such as Support Services or MSS, the non-consumed part of the Services, whether prepaid or still outstanding, shall remain fully due and payable in case of early termination by the Customer.

Consequences of termination

- 24.6 In case of termination by Supplier as a result of material breach by Customer, Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and any unpaid interest. In respect of Services performed that have not yet been invoiced, Supplier shall be entitled to submit an invoice, which shall be payable by Customer immediately upon receipt.
- 24.7 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

25 ASSIGNMENT

- 25.1 Neither Party may assign its rights or obligations under the Agreement without the prior written approval of the other Party, which shall not be unreasonably withheld. Notwithstanding the aforesaid, Parties shall be entitled to assign the Agreement or any of their obligations thereunder (in whole or in part) to any Group Company without prejudice to Product Vendor's terms and conditions/ end user license agreements.

26 PUBLICITY

Either Party does not have the right to use the other Party's trademarks, service marks, trade names, logos or other signs or identification symbols or to otherwise make a public announcement or other publications, advertising or business campaigns or to refer to the Agreement without the prior written approval of the other party.

27 WAIVER

No failure or delay on the part of the Parties in exercising any right or remedy under the Agreement, or in enforcing its terms and conditions, shall operate as a waiver; nor will any single or partial exercise of any such right or remedy preclude any other further exercise thereof or of any other right or remedy. No provision of the Agreement may be waived except in writing signed by the Party granting such waiver.

28 ENTIRE AGREEMENT

- 28.1 The Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject hereof and replaces and supersedes all prior oral or written communications or understandings.

- 28.2 The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not specified in the Agreement.

29 SEVERABILITY

If any portion of the Agreement is held to be unenforceable or invalid, the unenforceable or invalid portion shall be construed in accordance with applicable law to the greatest extent possible to reflect the original intent of the Parties, and the remainder of the provisions of the Agreement shall remain in full force and effect.

30 AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS AND CHANGES TO THE AGREEMENT

- 30.1 These General Terms and Conditions may be amended by Supplier from time to time. Amendments will become effective only in relation to agreements entered into after the amended version of these General Terms and Conditions is posted on the Supplier's website or is communicated to Customer in any other form.
- 30.2 Changes to the Agreement shall be made in writing and be duly signed by authorised representatives of the Parties.

31 DISPUTES

- 31.1 Any dispute, controversy or claim arising out of or in connection with the Agreement, including any question regarding the breach, existence, validity or termination thereof ("**Dispute**") shall be determined as provided in this section 31.
- 31.2 Any Dispute shall promptly and in good faith be negotiated with a view to finding an amicable solution.
- 31.3 In the event such amicable solution or settlement cannot be reached, the Dispute shall be referred to and finally resolved by the competent courts of London.

32 APPLICABLE LAW

The Agreement and all matters arising out of or in connection therewith shall be governed by and construed in accordance with the laws of England and Wales.

33 SURVIVING CLAUSES

- 33.1 The Parties' rights and obligations under the following sections shall survive the expiration, termination or cancellation of the Agreement: section 16 (Intellectual Property Rights), section 19 (Limitation of Liability), section 21 (Confidentiality), section 31 (Disputes) and section 32 (Applicable Law).