

Terms and Conditions

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i2 Conditions

These terms and conditions ("**Conditions**") govern the relationship between N. Harris Computer Corporation, doing business as i2 Group, or any of its affiliates or group companies identified in an applicable Order Form (collectively, the "**Supplier**"), and the individual or entity identified in the applicable Order Form, Statement of Work, or any other entity expressly identified as the purchaser or recipient of the Supplier's offerings (the "**Customer**").

By accepting these Conditions, whether by executing an Order Form, Quote, or Statement of Work (SOW), clicking to accept, accessing or using the Product or Services (each as defined below), or otherwise indicating agreement, the Customer confirms that it has read, understood, and agreed to be legally bound by these Conditions, together with all applicable Documentation (as defined herein), which is hereby incorporated by reference.

Capitalised terms used in these Conditions shall have the meanings set out in §2 (Definitions) or, where not defined therein, shall bear the meaning assigned at their first use within these Conditions or any applicable Documentation.

These Conditions apply to all access to and Use of the Supplier's Products, Services, platforms, websites, applications, and any related features, content, or deliverables provided under an Order Form or SOW.

1. OVERVIEW OF DEPLOYMENT AND LICENSE MODELS

1.1 Deployment Models

The Products and/or Services may be made available via the following deployment models, as specified in the Order Form and relevant Documentation:

1.1.1 On-Premise Deployment

"**On-Premise Deployment**" means the installation and operation of the Product on Customer-controlled infrastructure, as may be described for commercial and deployment reference purposes only. Any software licensing model, including whether perpetual, term-based, or subscription based, is governed exclusively by the applicable EULA and the relevant Order Form. Maintenance and support are not included and must be purchased separately.

1.1.2 SaaS Deployment

"**SaaS Deployment**" means the provision of access to the latest supported Product Version remotely over the internet, hosted by the Supplier or its designated Cloud Service Provider (CSP), on a Subscription basis. Maintenance and Support are mandatory components of the Subscription. The Order Form must specifically state the Product is provided subject to a SaaS Agreement.

1.1.3 Hybrid Deployment

"**Hybrid Deployment**" means a combination of On-Premise Deployment (§1.1.1) and SaaS Deployment (§1.1.2), where separate instances or components of the Product are delivered under each model. Each component of the Hybrid Deployment shall be governed by the terms applicable to its respective deployment model, provided that all software licensing, software access rights, and software use restrictions applicable to any such component are governed exclusively by the applicable EULA.

1.1.4 The terms and conditions applicable to each deployment model are detailed in these Conditions, and the Customer agrees to comply with all specific requirements associated with Customer's chosen deployment model(s) as specified in the Order Form.

1.2 **Software Licensing**

1.2.1 **Any** software provided by the Supplier is licensed, not sold, and is governed exclusively by the applicable End User License Agreement (the "**EULA**"). The EULA governs all matters relating to software licensing, including without limitation the grant of licence rights, permitted use, restrictions, user and concurrency models, activation, audits, subscription terms, renewal, conversion, reinstatement, and termination of licences.

1.2.2 Where software is stated to be subject to a SaaS Agreement, then the SaaS Agreement terms shall also apply allowing access to software via a subscription basis for the service.

1.2.3 Where the Customer is being provided with data or access to data, then additional specific terms related to the data shall apply as specified in the EULA and other Documentation.

1.2.4 Nothing in these Conditions grants, modifies, expands, or restricts any software licence rights or software access rights. All software licensing and software access rights are governed exclusively by the applicable EULA. Sections 1.1, 1.2.1, 1.2.2, and 1.2.3 are provided solely for descriptive and information purposes and do not create, supplement, or modify licence rights.

2. DEFINITIONS

For the purposes of these Conditions, the following terms shall have the meanings assigned to them below. Other defined terms used elsewhere in these Conditions shall have the meanings specified where they first appear.

2.1 "**Access Rights**":

The rights (if any) to access Products or Services other than software, as may be specified in the Order Form and governed by these Conditions. All rights to access, install, or use software are governed exclusively by the applicable EULA.

2.2 "**Account Suspension**":

The temporary pausing of Products and/or Services and/or revocation of the Customer's access to any Product or Service due to non-payment of Fees or Expenses, or any other failure to abide by these Conditions, which remains unremedied for thirty (30) calendar days following written notice. The Customer may, at the Supplier's sole discretion, be responsible for costs or out-of-pocket expenses incurred in reactivating any Products or Services once any outstanding amounts have been fully paid or failures to abide by these Conditions resolved, provided such costs are reasonable and proportionate.

2.3 "**Affiliate(s)**":

Any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means direct or indirect ownership of at least fifty percent (50%) of the voting shares or comparable equity interest in the entity, or the legal power to direct or cause the direction of the general management of the entity.

2.4 "**Authorised User(s)**":

Any individual authorised by the Customer to Use a Product or Service, or otherwise gaining access through the Customer's accounts or systems, provided that any authorisation to access or use software is granted exclusively in accordance with the applicable EULA.

2.5 "**Auto-Renewal**":

2.5.1 The automatic extension of the agreement as specified in the appropriate Order Form or SOW, in accordance with these Conditions for successive Minimum Terms of twelve (12) months, unless the Customer has opted-out in accordance with §9.6 (Auto-Renewal Opt-out), or either Party provides notice of termination subject to §20 (Term, Auto-Renewal, and Termination). Unless otherwise agreed in writing, any automatic renewal of Subscription and Support Services shall be at a price not exceeding ten percent (10%) above the immediately preceding term.

2.5.2 Auto-Renewal commences immediately following the expiration of the Duration or any subsequent renewed Minimum Term.

2.5.3 The Supplier shall provide the Customer with at least sixty (60) calendar days prior written notice before Auto-Renewal will come into effect.

2.5.4 For Public Sector Customers, Auto-Renewal shall only occur upon explicit written agreement explicitly permitting Auto-Renewal, and only to the extent not prohibited by applicable Law, in accordance with the Public Sector specific sections applicable throughout these Conditions.

2.6 "**Availability**":

A type of Service Level associated with SaaS Products, specifying the performance and uptime metrics, as well as how they are measured, in the relevant Documentation.

2.7 "**Background IPRs**":

Intellectual Property Rights created by the Supplier independently, whether before, during, or after the execution of these Conditions, and excludes any jointly developed Deliverables or Foreground IP created during any engagement.

2.8 "**Budget**":

The financial plan or limit for Fees and Expenses agreed under these Conditions as specified in an SOW for a Professional Services project, including One-Off Fees, Recurring Fees, Expenses, and Taxes. All Fees and Expenses exceeding the Budget specified in the SOW or Order Form must be approved in writing by both Parties.

2.9 "**Business Day**":

A calendar day, excluding Saturdays, Sundays, and public holidays in the Supplier location, as specified in the Order Form, unless explicitly stated otherwise in the Order Form.

2.10 "**Business Hours**":

The standard hours during which the Supplier provides support and other services, as may be specified in the Documentation and as localised for the Supplier's jurisdiction specified in the Supplier Address in the Order Form. For notices (including legal notices), any communications received after 4:30pm on a Business Day, will be deemed received the next viable Business Day.

2.11 "**Concurrent User**":

A unit of measurement as defined and governed exclusively under the applicable EULA, whereby a 'Concurrent User' means any individual who accesses the Product at a given point in time, regardless of the number of simultaneous sessions initiated by that individual. The Product may be installed on an unlimited number of machines, servers, or environments; however, the Customer must obtain a corresponding entitlement (Proof of Entitlement (PoE)) for the maximum number of Concurrent Users accessing the Product concurrently.

2.12 "**Confidential Information**":

Any data, facts, knowledge, or insights disclosed by one Party to the other, regardless of the format (written, oral, electronic, or otherwise), that belong to either the Customer or the Supplier and may be reasonably presumed to be kept confidential or private by their nature. This includes,

but is not limited to, Customer Data, Product roadmaps, contractual terms, and any information explicitly marked as "confidential" or understood to be confidential by its nature or context.

For Public Sector Customers, this definition shall not override any applicable transparency, disclosure, or freedom of information obligations imposed by Law.

2.13 "**Cloud Service Provider**" or "**CSP**":

A public cloud service provider, such as, but not limited to, Microsoft Azure, Google Cloud Platform, or AWS, which delivers services over the internet, including virtual IT resources, management tools, and services like information security, data backup, and disaster recovery. CSP providers are listed as Sub-processors in Exhibit C (List of Sub-processors).

2.14 "**Customer Data**":

All data, including Personal Data (defined in §17 (Privacy and Data Processing), provided by or on behalf of the Customer or Processed using the Products or Services. Customer Data shall remain the sole property of the Customer, and the Supplier shall acquire no ownership or rights in it. For the purposes of Data Processing, further definitions apply and are provided in §17.

2.15 "**Customisation**":

Changes to the standard functionality of a Product or Services, including modifications to features, integrations with third-party systems, or bespoke development, as described in an Order Form or SOW.

2.16 "**Deliverable(s)**":

Shall have the meaning prescribed in Exhibit A §1.4.1, for both tangible or intangible outcomes to be provided by the Supplier as part of the Professional Services, as may be further specified in an Order Form or SOW.

2.17 "**Documentation**":

All specifications, manuals, policies, guidelines, and other materials (whether in physical or digital form) made available by the Supplier to the Customer that are intended solely to support the practical, technical, or operational use of the Products and/or Services. This includes, without limitation, installation instructions, system requirements, user guides, operational workflows, branding and publicity guidelines, and other related procedural content. For the avoidance of doubt, Documentation does not form part of, and shall not modify, override, or supplement, the commercial terms agreed between the Parties in the Order Form or in any subsequent written amendments, including but not limited to terms relating to pricing, payment, or contract duration.

2.18 "**Duration**":

The period of time stipulated in the Order Form.

2.19 "**Effective Date**":

The date specified in the Order Form.

2.20 "**Expenses**"

Costs and out-of-pocket expenses incurred by Supplier and/or its representative (including subcontractors) when performing Services, including, without limitation, travel, accommodation, communication, shipping and delivery costs, and subsistence.

2.21 "**Fees**"

Any costs which are payable by the Customer under the Order Form, SOW, or other agreement between the Parties governed by these Conditions. Fees are either One Off Fees or Recurring Fees, and do not include Expenses by default. All Fees are presented exclusive of any Tax. Only the Tax amounts specified in a valid Invoice shall apply.

2.22 "**Incident**":

An unplanned interruption to an IT (Information Technology) system or service or a material reduction in the quality of such systems or services, as may be managed under the Incident management processes outlined in the Documentation.

2.23 "**Invoice**":

A formal written statement for payment issued by the Supplier or an Affiliate to the Customer specifying the current Fees, payment obligations, and any adjustments related to Access Rights, Licenses, Subscriptions, Expenses, or Services (including Professional Services). The Invoice may specify any applicable Tax (unless the Customer has properly provided an exemption certificate—the Supplier is not liable for any failures of the Customer to properly evidence if they are exempt from Tax).

2.24 "**Law**":

Any law, legislation, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives, or requirements of any regulatory body with which the Customer and/or Supplier is bound to comply.

2.25 "**Maintenance and Support**":

2.25.1 Means the provision of technical assistance, error correction, updates, and related services by the Supplier to maintain the operation, availability, and functionality of the Product or Services, as further described in the Documentation or applicable support policy. Maintenance and Support includes:

2.25.1.1 Access to issue reporting and technical troubleshooting resources.

2.25.1.2 Delivery of patches, updates, or minor enhancements to the supported Version of the Product.

2.25.1.3 Commercially reasonable efforts to resolve Incident in accordance with the applicable support tier or service level (if any) agreed in the Order Form.

2.25.2 Unless otherwise specified in the Order Form, Maintenance and Support does not include:

2.25.2.1 Major Version upgrades requiring a separate license or commercial arrangement.

2.25.2.2 Support for Customer-created modifications or third-party integrations not authorised in writing by the Supplier.

2.25.2.3 On-site services, or Professional Services, unless separately agreed in a duly executed SOW between the Parties.

2.26 "**Minimum Term**":

The shortest duration for which the Conditions are in full force and effect, and may not be terminated, subject to §20 (Term, Auto-Renewal, and Termination). Unless stated otherwise in the Order Form, Minimum Term means a period of twelve (12) Months from the Effective Date, or the anniversary of the Effective Date in subsequent renewals, if applicable.

2.27 "**Month**":

A period beginning on the calendar day specified in the Order Form as Effective Date and ending on the day before the corresponding calendar day in the following month. If a corresponding day does not exist in a given calendar month, the Month shall end on the last day of that month.

2.28 "**Monthly**":

Recurring obligations or events occurring once per calendar month, calculated from the Effective Date or the relevant monthly anniversary thereof, as may specified to occur on an agreed day within a calendar month, or by default determined under §2.27 (Month). Where a Monthly obligation begins partway through a calendar month, the first Monthly period shall run from the relevant commencement date to the day preceding the same calendar day in the following month, and each subsequent Monthly period shall follow accordingly.

2.29 "**Order Form**":

A document specifying the Products or Services to be provided under these Conditions, including pricing, quantities, and specific terms. References to an Order Form also include variations such as Quotes (legacy), Order Confirmations (for indirect Channel Partner customers), or fully executed purchase orders duly signed by both the Parties in writing. Excluding, any unilaterally signed purchase orders (or equivalent) issued by the Customer that have not been duly countersigned by the Supplier's binding representative, with all such documents hereby explicitly rejected.

2.30 "**Party**":

The legally recognised individual or entity who enters into these Conditions and is bound by its terms, for which, the term "**Parties**" refers to all such individuals or entities collectively. As specified by default in the Order Form.

2.31 "**Prerequisites**":

The minimum specification for technology requirements, which the Customer must fulfil in order to be able to Use a Product and/or Service. Prerequisites may include, without limitation, networks and connectivity, end-user devices and/or local servers, operating systems, or databases. Such applicable Prerequisites are described in the relevant Documentation. It is the Customer's sole responsibility to ensure compliance with Prerequisites prior to installation or Use.

2.32 "**Product(s)**":

The Supplier's software products purchased by the Customer under the Order Form, including On-Premise (§1.1.1) and SaaS (§1.1.2) offerings, or combinations of both (§1.1.3), and related modules, add-ons, or other software related features all of which are governed exclusively by the applicable EULA. For the avoidance of doubt, the inclusion of software within the definition of 'Products' is solely for the purposes of identifying the commercial offering purchased and does not grant, define, or regulate any software licence or usage rights, which are governed exclusively by the EULA.

2.33 "**Private Sector**"

A privately owned entity that operates for profit and is not classified as Public Sector under §2.35. This includes, but is not limited to:

2.33.1 **Private Business**:

Organisations engaged in commercial, industrial, or professional activities, including:

2.33.1.1 Corporations, limited liability companies (LLCs), partnerships, and sole traders registered under applicable commercial Laws.

2.33.1.2 Privately held businesses that are not government-funded, government-controlled, or subject to public procurement regulations.

2.33.1.3 Private educational institutions that are not publicly funded or subject to public procurement rules.

2.33.1.4 Non-governmental organisations (NGOs) and non-profits, that operate independently of public funding, public sector control, or public procurement oversight.

2.33.2 **Private Consumer**:

Individuals acquiring the Product or Services for personal, non-commercial use, provided they:

2.33.2.1 Are not purchasing on behalf of a business or governmental entity.

2.33.2.2 Are subject to consumer protection laws, including withdrawal and refund rights, which do not apply to Private Businesses (§2.33.1) or Public Sector Customers (§2.35).

2.34 "**Professional Services**":

Specialised services provided by the Supplier, including setup, implementation, training, consultancy, or customisation, as may be described in a duly executed SOW between the Parties, and in accordance with Exhibit A.

2.35 "**Public Sector**"

Any entity that is:

2.35.1 For **United States**:

A federal, state, or local government agency, department, or authority, including but not limited to executive agencies, legislative bodies, judiciary branches, government-owned corporations, and public educational institutions. This includes entities subject to the Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), or other relevant public procurement regulations.

2.35.2 For **United Kingdom**:

A government department, non-departmental public body (NDPB), local authority, regulatory agency, government-owned corporation, or public sector organisation, including entities subject to the UK Public Contracts Regulations 2015, Utilities Contracts Regulations 2016, and Freedom of Information Act 2000 (FOIA).

2.35.3 For **European Union**:

Any national, regional, or local government authority, public institution, agency, or publicly funded organisation within the European Economic Area (EEA), including EU institutions, municipal councils, and bodies governed by public law, subject to EU procurement directives (e.g., Directive 2014/24/EU on public procurement).

2.35.4 For **Canada**:

Any federal, provincial, territorial, or municipal government entity, including departments, agencies, Crown corporations, public health authorities, and publicly funded educational institutions. This includes entities subject to Canadian public procurement laws (e.g. Canadian Free Trade Agreement (CFTA), Comprehensive Economic and Trade Agreement (CETA), Agreement on Internal Trade (AIT)), federal or provincial contracting frameworks, and access to information or privacy legislation (e.g. Access to Information Act, Privacy Act).

2.35.5 For **India**:

Entities subject to the General Financial Rules 2017 (GFR 2017), Public Procurement (Preference to Make in India) Order 2017, Defence Procurement Procedure (DPP), Central Vigilance Commission (CVC) Guidelines, and any state-specific procurement laws applicable to government contracts, public sector undertakings (PSUs), and autonomous government bodies.

2.35.6 For **Australia**:

Entities subject to the Public Governance, Performance and Accountability Act 2013 (PGPA Act), Commonwealth Procurement Rules (CPRs), and applicable state procurement laws.

2.35.7 For **New Zealand**:

Entities subject to the Government Procurement Act 1988, Government Procurement Rules (2021), State Sector Act 1988, and Crown Entities Act 2004.

2.35.8 For **Asia-Pacific (APAC) General**:

Any federal, state, provincial, or municipal government entity, including government-owned or controlled corporations, public universities, regulatory bodies, and other entities governed by national public procurement laws, including, but not limited to, other APAC jurisdictions, including those governed by the WTO Government Procurement Conditions (GPA), Japan's Public Procurement Act, and Singapore's Government Procurement Act.

2.35.9 For all other locations, this definition includes all entities recognised by the competent authorities of such jurisdiction, that are subject to public procurement rules, transparency requirements (such as freedom of information laws or reasonably similar), and special data protection obligations applicable to government bodies within that competent jurisdiction.

2.36 "**Public Sector Customer**":

A Customer that qualifies as a Public Sector entity in accordance with the definition of Public Sector set out in §2.35.

2.37 "**SaaS**" (Software as a Service):

A service in which the Customer accesses the Product remotely over the internet, with the Product being hosted by a CSP and managed by Supplier (Products which are subject to SaaS will be identified in the relevant Documentation).

2.38 "**SDK**" (Software Development Kit):

Typically used by developers and includes tools, libraries, documentation, and code samples that allow developers to build applications that integrate with or extend another piece of software, platform, or service. SDKs contain highly confidential proprietary or pre-release materials and must be treated as strictly confidential; unauthorised use or disclosure may result in legal or contractual liability. SDK availability and use is subject to the Developer Licence (§1.2.2.3) conditions.

2.39 "**Services**":

Refers to activities provided by or on behalf of the Supplier relating to the delivery, hosting, operation, maintenance, support or administration of the Products, including hosting, monitoring, update-related services, support, and any other related services as described in the applicable agreements (such as a SOW) or Documentation. For Public Sector Customers, the Supplier acknowledges that the provision of Services may be subject to additional security, privacy, and procurement requirements under applicable Law. For the avoidance of doubt, any rights to use, access, install, receive updates to, or otherwise exploit software are governed exclusively by the applicable EULA. Services do not grant or modify software licence rights.

2.40 "**SOW**":

Meaning Statement of Work, this is a document describing Professional Services to be provided by Supplier. A SOW will describe the scope of the Professional Services and may include, without limitation, Deliverables (defined Exhibit A, §1.4.1), acceptance criteria, project plans, milestones, resource requirements, and other relevant information for the fulfilment of the Professional Services. Unless otherwise specified in the SOW, Professional Services shall be provided in accordance with Exhibit A, annexed hereto.

2.41 "**Subscription**":

A right to access and Use the Product and Services in exchange for the payment of Recurring Fees. Products or Services subject to a Subscription will be identified in the relevant Documentation and Order Form, and includes §2.25 (Maintenance and Support). Unless specified otherwise in the Order Form, or agreed between the Parties, all Subscriptions are subject to Auto-Renewal (§20.2), unless expressly excluded in the Order Form.

2.42 "**Supported Version**":

A version of the Product that remains eligible for Maintenance, support, and updates as specified in the relevant Documentation. Older versions may not be covered by Maintenance or support unless otherwise agreed in writing between the Parties. 'Version', used alone, without the capitalised 'Supported' preceding, shall have the meaning specified at §2.48.

2.43 "**Support Hours**":

The designated hours during which the i2 Support Desk is available to be contacted by the Customer for assistance with Incidents or Service requests. The specific Support Hours applicable to the Products or Services are outlined in the relevant Documentation or Service Level Conditions (which may be subject to additional charges for any non-standard enhanced levels, at the Supplier's sole discretion). If not otherwise stated, Support Hours shall be interpreted as standard Business Hours in the Supplier's local jurisdiction.

2.44 "**Target Resolution Time**":

The desired timeframe for resolving an Incident, determined by its assigned priority level, as specified in the Documentation or SLA (subject to any applicable additional charges). This is subject to applicable service tiers and is not a guaranteed response time unless expressly agreed in writing.

2.45 "**Tax**" or "**Taxes**":

Any charge, levy, duty, or fee imposed by a governmental authority, including, but not limited to, value-added tax (VAT), sales tax, goods and services tax (GST), use tax, excise tax, withholding tax, or any other similar or equivalent tax (including any reasonably assumed governing authority charge which the Supplier is legally obliged to collect from its customers in relation to the provision of Products, Services (including any Professional Services). This definition also includes any additional fees (penalties), interest, or surcharges imposed by such government authority collections.

2.46 "**Term**":

This means the period commencing on the Effective Date, and refers collectively to the Duration specified in the Order Form, and any subsequent Auto-Renewals.

2.47 "**Use**" (including "**Used**"/ "**Using**"/ "**Uses**"):

2.48 in relation to software, has the meaning given to it in the applicable EULA. Use of Supplier platforms, portals, services, communities, or other non-software offerings remains subject to these Conditions."**User-Generated Content**" (also "**UGC**"):

Any content created, uploaded, or submitted by users of a platform, including text, images, videos, and audio. UGC is governed by platform-specific terms, including licensing, warranties, and user responsibilities as detailed further in §19.

2.49 "**Version**":

Applies to identify the Product release, based on number presented as a major version (e.g. v3.0, v4.0) and, where applicable, one or more minor versions or updates (e.g. v3.1, v3.2.5) issued under that major version. Unless otherwise stated, references to 'Version' shall refer to the major

version of the Product as specified in the Order Form, and shall include all minor versions, patches, and updates made available by the Supplier in respect of that identified major version.

2.50 "**Workaround**":

A temporary solution provided by the Supplier to mitigate the impact of an Incident while a permanent resolution is being developed.

3. PUBLIC SECTOR COMPLIANCE (IF APPLICABLE)

3.1 Scope of Public Sector Compliance

This Section 3 applies to the Supplier's commercial, operational, and compliance obligations in relation to Products and Services provided to Public Sector Customers. Where a Customer is classified as a Public Sector Customer, the principles and requirement set out in this Section 3 shall apply not only to these Conditions, but also to any other applicable licensing, subscription, or services agreements entered into between the Supplier (or its Affiliates) and such Public Sector Customer, to the extent relevant and unless expressly stated otherwise in such agreement.

For the avoidance of doubt, nothing in this Section 3 modifies, expands, or overrides software licence rights or obligations governed by the applicable EULA or any other expressly negotiated agreement, but shall be read consistently with, and subject to, the applicable contractual hierarchy.

3.2 Applicability to Public Sector Customers

3.2.1 A Customer shall be classified as a Public Sector Customer if it meets the definition set out in §2.35 of these Conditions, including, but not limited to, central or local government departments, ministries, public agencies, non-departmental public bodies, publicly funded research institutions, state-owned enterprises, or any other organisation subject to public procurement laws, statutory obligations, or constitutional limitations.

3.2.2 These Conditions apply to all Customers, including those classified as Public Sector Customers. However, due to the unique legal and operational nature of Public Sector entities, certain provisions may be modified, limited, or overridden by mandatory Laws applicable to such entities, as further detailed throughout these Conditions.

3.3 Jurisdictional Laws and Regulations

Public Sector Customers are subject to various procurement laws and regulations that may impact the fulfilment of these Conditions. Public Sector Customers shall not be required to accept contractual terms that conflict with local procurement obligations. Notable examples include:

3.3.1 **United States**:

The Federal Acquisition Regulation (FAR) governs federal procurement processes, setting standards for acquisition planning, contract formation, and administration. Additional regulations, such as the Defense Federal Acquisition Regulation Supplement (DFARS) and state-specific procurement rules, may also apply to the extent prohibited by Law.

3.3.2 **United Kingdom**:

The Public Contracts Regulations 2015 and the Procurement Act 2023 regulate public procurement, emphasizing transparency, non-discrimination, and value for money. Public Sector Customers subject to these regulations may not be bound by any contractual provisions that conflict with procurement requirements to the extent prohibited by Law.

3.3.3 **European Union**:

The EU Public Procurement Directives, such as Directive 2014/24/EU, establish rules to ensure open and competitive procurement across member states. National procurement laws in individual EU countries may impose additional requirements to the extent permitted by Law.

3.3.4 **Canada**:

Canadian public procurement is governed by a combination of federal and provincial frameworks, including the Contracting Policy of the Government of Canada, the CFTA (Canadian Free Trade Agreement), and international trade agreements such as CETA (Comprehensive Economic and Trade Agreement). Public Sector Customers may also be subject to legislation such as the Access to Information Act and the Privacy Act, and shall not be bound by contractual terms that conflict with applicable procurement laws to the extent prohibited by Law.

3.3.5 **Asia-Pacific** (APAC):

Various jurisdictions have specific public procurement laws, such as Australia's Public Governance, Performance and Accountability Act 2013 and New Zealand's Government Procurement Rules (2021). Other APAC jurisdictions: WTO Government Procurement Agreement (GPA), Japan's Public Procurement Act, and Singapore's Government Procurement Act; all such, shall apply to the extent prohibited by Law.

3.4 **Supremacy of Applicable Public Sector Law**

3.4.1 In the event of any conflict between these Conditions and the applicable Laws governing a Public Sector Customer, the Public Sector's relevant Laws shall prevail to the extent prohibited by such applicable Laws.

3.4.2 Provisions of these Conditions that are considered prohibited or restricted by such Laws shall:

3.4.2.1 Be limited or interpreted to the extent necessary to comply with the Law without requiring further action from the Public Sector Customer or the Supplier.

3.4.2.2 Remain valid and enforceable in all other respects.

3.4.2.3 The Supplier shall not impose any financial penalties, additional charges, or liability on the Public Sector Customer as a result of compliance with applicable Laws.

3.4.2.4 The Supplier acknowledges that liability for Public Sector Customers may be subject to statutory caps or limitations under applicable Law, which shall take precedence over any conflicting liability terms in these Conditions.

3.5 **No Unlawful Commitments by Public Sector Representatives**

3.5.1 Both Parties acknowledge and agree that no officer, employee, or authorised representative of a Public Sector Customer shall be deemed to have accepted or agreed to any provision of these Conditions that conflicts with, or purports to override, the lawful obligations, statutory limitations, or procurement requirements applicable to the Public Sector Customer.

3.5.2 The inclusion of such provisions shall not be construed as a waiver or circumvention of any mandatory legal or regulatory commitments to which the Public Sector Customer is subject.

3.6 **Compliance with Transparency and Ethical Standards**

3.6.1 The Supplier acknowledges that Public Sector Customers may be subject to transparency, anti-corruption, and ethical standards mandated by their jurisdiction.

3.6.2 The Supplier agrees to comply with all applicable standards when engaging with Public Sector Customers, including, but not limited to:

3.6.2.1 Providing information required for public disclosure.

3.6.2.2 Adhering to ethical procurement practices.

3.6.2.3 Avoiding conflicts of interest.

3.6.3 The Supplier shall not require Public Sector Customers to enter into confidentiality agreements that would contravene any mandatory public disclosure obligations imposed by applicable Law.

3.6.4 Nothing in this Section shall require a Public Sector Customer to indemnify the Supplier beyond what is prohibited by Law. Any indemnity obligations shall be construed in accordance with the Public Sector Customer's legal capacity to assume such obligations.

3.7 Audit and Access Rights

3.7.1 Public Sector Customers may have statutory rights to audit the Supplier's performance and compliance. The Supplier shall grant access to relevant records, personnel, and facilities as required by applicable Law, subject to reasonable notice when not prohibited by Law, confidentiality, and security measures.

3.7.2 These Conditions, in particular §10.4 (Audit Rights) shall not grant the Supplier any right to audit, inspect, or access the systems, premises, personnel, or records of a Public Sector Customer, except to the extent expressly required by applicable Law or regulation.

3.7.3 Any such access shall be strictly limited to what is legally mandated and shall be subject to the Public Sector Customer's internal security, confidentiality, and access protocols.

3.7.4 Any such audits shall remain subject to the Supplier's commercially reasonable confidentiality and security protocols, unless otherwise required by Law.

3.8 Public Sector Termination Rights

Notwithstanding any termination provisions in these Conditions, Public Sector Customers may have statutory and discretionary rights to terminate agreements for reasons such as non-appropriation of funds, public interest, or legal non-compliance, without penalty or further liability where such termination is required by Law. Such rights shall be respected in accordance with applicable Laws to the extent permitted by such Laws.

3.9 Governing Law and Dispute Resolution

3.9.1 The governing law and dispute resolution mechanisms applicable to agreements with Public Sector Customers shall be determined in accordance with their jurisdiction's requirements, notwithstanding any contrary provisions in these Conditions.

3.9.2 Where applicable, disputes involving Public Sector Customers shall be resolved in accordance with government dispute resolution procedures, including arbitration or mediation as prescribed by Law.

3.10 Sovereign Immunity

3.10.1 Nothing in these Conditions shall be construed as a waiver of any rights, immunities, or defences to which a Public Sector Customer is entitled under applicable constitutional, statutory, or common law, including sovereign immunity.

3.10.2 The Supplier acknowledges that Public Sector Customers may be restricted from submitting to foreign jurisdictions or arbitration processes not recognised or enforceable under their applicable Laws.

4. PRIVATE SECTOR CUSTOMERS (IF APPLICABLE)

4.1 Applicability to Private Sector Customers

These Conditions apply to all Private Sector Customers as defined in §2.33, that do not fall with the definition of Public Sector, as defined in §2.35, including Private Businesses (§4.2.1) and Private Consumers (§4.2.2). Certain provisions may apply differently depending on whether the Customer is acting as a business or an individual consumer.

4.2 Distinctions Between Private Businesses and Private Consumers

4.2.1 Private Businesses (If applicable)

Private Businesses operate on a commercial or for-profit basis and are subject to commercial contract law rather than consumer protection laws. Accordingly:

4.2.1.1 Contractual Commitments:

Private Businesses are legally bound by these Conditions upon acceptance and do not have statutory rights to withdraw, cancel, or receive refunds, except as explicitly provided by applicable Law, these Conditions, or in the applicable Order Form.

4.2.1.2 Liability Limitations:

Liability terms, disclaimers, and warranties under §21 (Warranty Disclaimer and Limitation of Liability) apply strictly as stated without additional consumer protections.

4.2.1.3 No Cooling-Off Period:

Unless otherwise agreed, Private Businesses expressly waive any statutory cooling-off period, where such waiver is legally effective and not explicitly prohibited by Law.

4.2.1.4 Resale and Transfer Restrictions:

Private Businesses may not resell, sublicense, or transfer the Product or Services unless expressly permitted in writing by the Supplier.

4.2.2 Private Consumers (If applicable)

Private Consumers purchase the Product or Services for personal, non-commercial use and may be entitled to additional protections under consumer protection laws applicable in their jurisdiction, including:

4.2.2.1 **Right to Withdraw (Cooling-Off Period)**

4.2.2.1.1 If required by Law (e.g., under the UK Consumer Contracts Regulations 2013 or EU Directive 2011/83/EU), Private Consumers may have a statutory right to cancel within a specified period (e.g., 14 days) after purchase, unless an exception applies.

4.2.2.1.2 If the Private Consumer Customer consumes the Products and Services, by downloading or utilising, such Customer may not be eligible for refund except where such exclusion is explicitly prohibited by applicable Law.

4.2.2.1.3 If the Product or Services have already been partially accessed or used, deductions may be applied to refunds to the extent not prohibited by Law.

4.2.2.1.4 The Supplier shall provide clear and accessible instructions for exercising the right to withdraw.

4.2.2.2 **Refund and Warranty Rights**

Private Consumers may be entitled to statutory warranties, refunds, or remedies for defective products, as provided under relevant consumer protection legislation (e.g., the UK Consumer Rights Act 2015 or EU Consumer Rights Directive).

4.2.2.3 **Fair Terms and Transparency**

The Supplier shall comply with laws prohibiting unfair contract terms, ensuring that these Conditions are clear, fair, and not misleading.

4.2.2.4 **Governing Law and Dispute Resolution for Private Consumers**

If required by applicable consumer protection laws, Private Consumers may:

4.2.2.4.1 Be entitled to legal protections that override conflicting provisions in these Conditions.

4.2.2.4.2 Bring claims in their home jurisdiction, rather than being bound by the governing law and dispute resolution provisions in §15 (Governing Law).

4.2.2.5 **Exclusions for Private Consumers**

The following provisions shall not apply to Private Consumers, where and to the extent their exclusion is not permitted by applicable Law:

4.2.2.5.1 Any limitations of liability that restrict statutory consumer rights.

4.2.2.5.2 Any automatic renewal terms that do not comply with consumer contract laws.

4.2.2.5.3 Any restrictions on refunds or cancellations that conflict with statutory rights.

5. CHARITABLE AND EDUCATIONAL USE (IF APPLICABLE)

5.1 Where the Customer is a legally recognised charitable organisation, registered non-profit institution, or an accredited educational establishment under applicable Law, special terms may apply to the licensing and use of the Products and/or Services.

5.2 Such use shall be subject to the licensing eligibility criteria, usage restrictions, and associated obligations set out in Exhibit G (Charitable, Educational, and Academic Research Use Terms).

5.3 No such use is permitted unless expressly approved in writing by the Supplier and the Customer has agreed to the terms of Exhibit G in full and the Customer has formally accepted the terms of Exhibit G by signature or other written agreement.

6. ELIGIBILITY REQUIREMENTS

6.1 **Minimum Requirements for Use**

6.1.1 The Products and Services are intended solely for Use by the Customer who meets the eligibility criteria, as may be further specified in the appropriate Documentation (as defined in §2.17) if provided and applicable.

6.1.2 By accessing or Using the Products or Services, the Customer represents and warrants that they:

6.1.2.1 Are at least 18 years of age or the age of majority in their jurisdiction.

6.1.2.2 Have the legal capacity to enter into a binding contract with the Supplier.

6.1.2.3 Will Use the Products and Services in compliance with the Law and these Conditions.

6.2 Use by Minors

6.2.1 The Products and Services are not intended for Use by minors; under the age of 18 or the age of majority in their jurisdiction, as the case may be.

6.2.2 The Customer shall take reasonable steps to ensure that minors do not access the Products or Services and shall not authorise or otherwise permit a minor to access or Use the Products or Services.

6.2.3 The Supplier shall have no liability for any access to or Use of the Products or Services by a minor, where such access occurred as a result of the Customer's failure to implement or maintain reasonable access controls, or where the Customer otherwise permitted or failed to prevent such access in breach of §6.2.2.

6.3 Restrictions on Utilisation

The following individuals or entities are expressly prohibited from using the Products or Services:

6.3.1 Any current or previous individual (active or inactive), that the Customer knows, or reasonably should know, to have been suspended or prohibited by the Supplier from accessing the Products or Services.

6.3.2 Any entity or individual located in, or ordinarily resident in, a country or region subject to applicable trade embargoes, sanctions, or export restrictions, as further detailed in §32 (Export Compliance and Sanctions).

6.3.3 Any individual or entity who intentionally provides false information during registration or knowingly materially breaches the warranties set forth in these Conditions.

6.4 Compliance with Third-Party Terms

6.4.1 The Customer acknowledges and agrees that their Use of certain Products and Services may be subject to additional third-party terms and conditions, including hardware or software usage requirements.

6.4.2 The Customer agrees to comply with such Third-Party Software terms, as defined and further outlined in §26.5 (Third-Party Software).

6.4.3 The Supplier shall ensure that any Third-Party Software terms affecting the Customer's Use are clearly communicated in advance and do not impose undisclosed obligations on the Customer.

6.4.4 Public Sector Customers shall not be required to accept third-party terms that conflict with their statutory obligations or procurement requirements.

6.5 Supplier's Right to Verify Eligibility

6.5.1 The Supplier reserves the right to request evidence of eligibility or compliance with these Conditions at any time. However, such verification shall be conducted reasonably and shall not unduly interfere with the Customer's lawful Use of the Products or Services.

6.5.2 Failure to provide such evidence upon reasonable notice may result in Account Suspension (§2.2) or termination of the Customer's access to the Products and/or Services as detailed in §20.4 (Termination Rights).

6.5.3 The Supplier shall not suspend or terminate access without first providing an opportunity for the Customer to remedy any alleged non-compliance, except where required to do so by Law.

7. HIERARCHY OF CONTRACTUAL ELEMENTS

7.1 Contractual Documents

The contractual relationship between the Supplier and the Customer is governed by the following documents, as applicable (together, the "**Contract Documents**"):

7.1.1.1 the applicable quote, order form, order confirmation or similar purchasing document executed or accepted by the Supplier (the "**Order Form**");

7.1.1.2 these Terms and Conditions ("**Conditions**");

7.1.1.3 the applicable EULA governing the Supplier's software;

7.1.1.4 any additional or supplemental licensing terms expressly incorporated into the EULA;

7.1.1.5 any applicable statement(s) of work ("**SOW**") for Professional Services; and

7.1.1.6 any other document expressly stated in an Order Form or SOW to be contractually binding.

7.2 Order of Precedence

7.2.1 In the event of any inconsistency, ambiguity, or conflict between the Contract Documents, the following order of precedence shall apply, but only in respect of the subject matter to which conflict relates:

7.2.1.1 the Order Form, but solely in respect of commercial particulars expressly stated therein (including pricing, quantities, duration, and scope);

7.2.1.2 the EULA, in respect of all software-related matters;

7.2.1.3 any additional licensing terms incorporated into the EULA, to the extent specified therein;

7.2.1.4 the applicable SOW, but only in respect of Professional Services;

7.2.1.5 these Conditions; and

7.2.1.6 supporting documentation, policies, or guidance, which shall not override binding contractual terms.

7.3 Supremacy of the EULA for Software Licensing

7.3.1 Notwithstanding any reference in an Order Form or these Conditions to software, access rights or use, the Parties expressly agree that the EULA governs exclusively all matters relating to:

7.3.1.1 the grant, scope, type, duration, suspension, conversion, reinstatement, or termination of software licences;

7.3.1.2 permitted use, restriction on use, and entitlement limits (including Authorised User and Concurrent User models);

7.3.1.3 activation, entitlement management systems, and technical enforcement mechanisms;

7.3.1.4 audits and verification of software licence compliance;

7.3.1.5 subscription renewal, expiry, conversion, and reinstatement; and

7.3.1.6 warranties, indemnities, and limitation of liability insofar as they relate specifically to software.

7.3.2 No provision of these Conditions shall be interpreted to grant, modify, expand, or restrict any software licence rights except as expressly provided in the EULA.

7.4 Scope of Application of these Conditions

7.4.1 These Conditions govern general commercial terms, Professional Services, platform and portal access, privacy and data protection, confidentiality, compliance, marketing, certification programmes, and other non-software offerings.

7.4.2 For the avoidance of doubt, the Conditions do not govern software licensing, except to the extent expressly referenced by, and consistent with, the EULA.

7.5 **Invoices**

7.5.1 Invoices are administrative documents and shall not amend or override the Contract Documents. Invoices shall have contractual effect only in respect of pricing arithmetic, applicable taxes, and charges expressly authorised by an Order Form or SOW.

7.6 Interpretation

7.6.1 Each Contract Document shall be interpreted, where reasonably possible, so as to give effect to all other Contract Documents without conflict. Where this is not possible, this Section 7 shall prevail.

8. ACCESS AND COSTS

8.1 **Access**

For the avoidance of doubt, references in this Section 8 to “access” relate solely to access to non-software services, platforms, or infrastructure. Access to software, and any suspension, restriction, or limitation thereof, is governed exclusively by the applicable EULA.

8.2 **Customer Responsibility for Access**

8.2.1 The Customer is solely responsible for obtaining and maintaining the equipment, internet connection, and other resources necessary to access and Use the Products and Services. The Supplier shall provide clear minimum technical requirements in advance of purchase or contract execution.

8.2.2 The Supplier does not guarantee compatibility with all devices or internet providers and shall not be liable for any limitations or disruptions caused by the Customer’s equipment or connectivity (if applicable) unless such incompatibility arises from a failure to disclose technical prerequisites in advance.

8.3 **Access Costs**

8.3.1 All costs and expenses incurred in accessing and using the Products and Services, including, but not limited to, internet charges, data fees, and hardware expenses, are the sole responsibility of the Customer.

8.3.2 The Supplier shall not reimburse the Customer for any such costs or expenses in §8.2.1. The Customer is responsible for maintaining a suitable technology infrastructure to support the functionality of the Products and/or Services.

8.4 **Service Availability**

8.4.1 The Supplier shall use commercially reasonable efforts to ensure that the Products and Services remain available, but does not guarantee availability in all regions or compatibility with all devices. Additional guarantees may require additional charges to fulfil beyond the standard provided in any provided pricing estimates.

8.4.2 To the extent not prohibited by Law, the Supplier reserves the right to modify or restrict access to the Product and Services in certain jurisdictions to comply with applicable Laws, technical limitations, or other considerations. In such cases, the Supplier shall provide reasonable notice, as feasible and permitted by Law, and ensure that any material restrictions do not unduly affect the Customer’s rights or usage, in accordance with §32 (Export Compliance and Sanctions).

8.5 **Limited Access During Maintenance**

8.5.1 To address technical and infrastructure issues, the Supplier may perform scheduled or emergency maintenance on the Product and Services, which may temporarily limit or suspend access.

8.5.2 Where feasible, the Supplier will provide advance notice of such interruptions but shall not be liable for any inconvenience, loss, or damage arising therefrom.

8.6 **Third-Party Costs**

The Customer acknowledges that using certain Products and Services may involve third-party providers (e.g. telecoms, software licensors). Any such costs are the sole responsibility of the Customer, and the Supplier shall have no liability in respect of them.

8.7 **Additional Features or Services**

8.7.1 Certain Product features or additional services (including Professional Services) offered by the Supplier may be subject to separate fees, as specified in an Order Form or supplementary agreements (such as an SOW).

8.7.2 The Customer's access to such features or services is conditional upon availability, timely payment of applicable Fees, and compliance with any supplementary terms issued by the Supplier.

9. OPT-OUT RIGHTS (IF APPLICABLE)

9.1 **Scope of Opt-Out Rights**

Subject to this §9, the Customer may exercise opt-out rights in respect of certain discretionary features or obligations under these Conditions, including:

9.1.1 Auto-Renewal of the Term (§9.6).

9.1.2 Receipt of marketing communications and non-essential telemetry data processing (§9.7).

9.1.3 Objection to new Sub-processors (§9.8).

9.1.4 Use of the Customer's name and logo for marketing or publicity (§9.9).

9.1.5 Supplier's Community participation and submission of User-Generated Content (§9.10).

9.2 **Method of Exercising Opt-Out**

9.2.1 Opt-out notices must:

9.2.1.1 Be submitted in writing.

9.2.1.2 Identify the relevant opt-out category by the titles provided at §9.6, §9.7, §9.8, §9.9, and/or §9.10.

9.2.1.3 Clearly state the Customer's intention to opt out.

9.2.1.4 Include the subject or heading: "Legal Notice: Opt-Out Request".

9.2.1.5 Comply with §33 (Notices and Communication).

9.2.2 Email is an accepted form of notice, provided that receipt is confirmed in accordance with §33.1 (Form of Notices).

9.3 **Effect of Opt-Out**

9.3.1 An opt-out becomes effective upon written confirmation by the Supplier (including in the form of an email), subject to any processing time, technical limitations, or applicable legal restrictions.

9.3.2 The opt-out does not apply retroactively unless expressly agreed, and does not affect rights or obligations accrued prior to the opt-out becoming effective.

9.3.3 If the Supplier does not confirm the opt-out or raise any objections within twenty (20) Business Days of receiving the Customer's notice, the opt-out shall be deemed effective on the following Business Day, unless delayed due to force majeure or documented legal constraints.

9.4 **Revocation of Opt-Out**

9.4.1 The Customer may revoke an opt-out by providing a further written notice to the Supplier.

9.4.2 The Supplier shall reinstate the Customer's participation or access within a reasonable timeframe, subject to technical feasibility and operational constraints.

9.5 **General Limitations**

9.5.1 Opt-out rights apply only as permitted by Law, technical feasibility, and the terms of these Conditions.

9.5.2 Opting out may restrict access to certain features, services, or operational benefits, and the Supplier shall have no liability for any resulting limitation in functionality.

9.6 Specific Opt-Out: **Auto-Renewal**

9.6.1 The Customer may opt out of Auto-Renewal by providing written notice to the Supplier no later than one hundred and twenty (120) calendar days before the expiry of the then-current Minimum Term, unless otherwise agreed in writing ("**Auto-Renewal Opt-Out Notice**").

9.6.2 The Auto-Renewal Opt-Out Notice must be received on or before one hundred and twenty (120) calendar days prior to the current year's anniversary of the Effective Date ("**Final Opt-out Date**"), and in accordance with §33 (Notices and Communications).

9.6.3 Failure to provide proper notice before the Final Opt-out Date shall result in automatic renewal for a further Minimum Term as described in §2.5 (Auto-Renewal).

9.6.4 If the Customer is a Public Sector Customer (§2.35), Auto-Renewal shall only apply where expressly stated in the Order Form or otherwise confirmed in writing by such Customer.

9.7 Specific Opt-Out: **Marketing Communications and Telemetry**

9.7.1 The Customer may opt-out of:

9.7.1.1 Receiving non-essential marketing, promotional, or product update communications.

9.7.1.2 Participation in non-essential telemetry data collection or analytics (excluding anonymised or aggregated technical data used for security, performance, or compliance purposes).

9.7.2 The Supplier shall implement such opt-outs within a reasonable timeframe after receipt of the written notice.

9.8 Specific Opt-Out: **Objection to New Sub-processors**

9.8.1 If the Customer is subject to the Data Processing terms in §17, the Customer may object to the appointment of a new Sub-processor on reasonable grounds relating to data protection or regulatory risk, by providing written notice within ten (10) calendar days of the Supplier's notice.

9.8.2 If no such objection is received within the ten (10) calendar day objection period, the Customer shall be deemed to have accepted the Sub-processor change.

9.8.3 If a reasonable objection is raised and not resolved through good faith negotiation, the Customer may opt-out by terminating the affected portion of the Product and/or Services with thirty (30) Business Days' written notice, without further liability.

9.9 Specific Opt-Out: **Name and Logo Use**

9.9.1 The Customer may, opt out of the Supplier's future use of the Customer's name, logo or trademarks for marketing or publicity purposes by providing written notice in accordance with §33 (Notice and Communication) to the Supplier.

9.9.2 Upon receipt of a valid opt-out notice:

9.9.2.1 the Supplier shall cease future use of the Customer's name and logo in newly created marketing materials within a reasonable timeframe;

9.9.2.2 the Supplier is not required to withdraw or amend materials already published, distributed, or in active use prior to receipt of the opt-out notice; and

9.9.2.3 the Supplier may continue to make accurate, non-promotional statements of fact that the Customer is or was a customer of the Supplier, including customer listings required for legal, regulatory, investor, or internal reporting purposes.

9.9.3 For Public Sector Customers, any opt-out may take immediate effect where required by applicable law.

9.10 Specific Opt-Out: **UGC Participation**

9.10.1 The Customer may opt-out of contributing User-Generated Content (UGC) to the Supplier's Community at any time by providing written notice to the Supplier, in accordance with §9.2.

9.10.2 Upon receipt of an opt-out notice for UGC, the Supplier shall take reasonable steps to restrict the Customer's ability to submit or contribute new UGC, provided it is technically feasible. The Customer acknowledges that it is solely responsible for the conduct of its Authorised Users.

9.10.3 Exercise of the opt-out from UGC participation shall restrict future contributions but shall not affect any previous contributions already public within the community.

9.10.4 The Customer may revoke its UGC opt-out at any time by providing written notice to the Supplier. The Supplier will reinstate participation in UGC-related activities within a reasonable timeframe, subject to any technical limitations or operational requirements.

10. OWNERSHIP RIGHTS

10.1 **Restrictions**

The Customer shall not, and shall not permit any third party to, Use the Product or Services beyond the granted rights of the applicable EULA and these Conditions, except as required to comply with applicable Law and subject to prior written notice to the Supplier. Prohibited activities are set out in §2.46 (Use) and the applicable EULA.

10.2 **Ownership and Retention of Rights**

10.2.1 All Intellectual Property Rights in the Product and Services, including enhancements, updates, or modifications, remain the exclusive property of the Supplier or its licensors.

10.2.2 The Customer's rights and responsibilities are strictly limited to those granted in these Conditions and the applicable Order Form; no additional rights, title, or interest is transferred or implied.

10.2.3 The Supplier reserves the right to monitor the Customer's Use of the Product and Services to verify compliance. Unauthorised use, or reasonably suspected misuse, may result in immediate Account Suspension or termination of rights under §20.

10.2.4 The Customer's rights are strictly limited to those granted in these Conditions and the applicable Order Form, excluding software access rights, which are governed by the EULA.

10.3 **Audit Rights**

10.3.1 The Supplier may audit the Customer's compliance with these Conditions solely in relation to Professional Services, certification programmes, platform access, or other non-software offerings, upon reasonable prior notice.

10.3.2 All audits, verifications, and compliance assessments relating to software usage, licence entitlements, licence metrics, or other software licence compliance matters are governed exclusively by the applicable EULA.

10.4 **Public Sector Audit Exemption**

For Public Sector Customers (§2.35), §10.4 (Audit Rights) shall not apply to the extent prohibited by Law or as may be mutually agreed in writing between the Parties.

11. FEEDBACK AND IMPROVEMENTS

11.1 The Supplier may use any feedback, suggestions, or recommendations provided by the Customer or its Authorised Users, whether in writing, verbally, or otherwise ("**Feedback**"), for any purpose and without obligation.

11.2 The Customer grants, the Supplier a non-exclusive, perpetual, irrevocable, worldwide, royalty-free licence (with the right to sublicence) to use, reproduce, display, perform, modify, distribute, and otherwise exploit the Feedback for any purpose, including but not limited to the development, improvement, and marketing of the Supplier's Products or Services.

12. THIRD-PARTY MATERIALS

12.1 Third-party software and additional licensing terms, where applicable, are incorporated solely through and in accordance with the EULA. Documentation or references in these Conditions do not independently incorporate third-party licence terms.

12.2 Certain Products or Services may involve or require Third-Party Materials, which are subject to the applicable licence terms or conditions of those third-party providers.

12.3 The Supplier assumes no responsibility for the performance or functionality of Third-Party Materials beyond the specifications provided in the Documentation. The inclusion of such Third-Party Materials shall not be construed as a warranty, endorsement, or guarantee of their performance.

13. U.S. GOVERNMENT RESTRICTED RIGHTS (U.S. ONLY)

13.1 **Applicability**

This §13 applies to all acquisitions of the Product or related Services by or on behalf of the United States Federal Government, including any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other federally funded activity with the U.S. Federal government.

13.2 **Compliance with Federal Regulations**

13.2.1 The Product and related Documentation are "**Commercial Products**" as defined at 48 C.F.R. §2.101, consisting of "**Commercial Computer Software**" and "**Commercial Computer Software Documentation**" as used in 48 C.F.R. §12.212 (for civilian agencies) and 48 C.F.R. §§227.7202-1 through 227.7202-4 (for Department of Defense agencies).

13.2.2 The Product is licensed to U.S. Government end users:

13.2.2.1 Only as Commercial Products.

13.2.2.2 With the rights granted to commercial end users (§2.33 (Private Sector), as applicable) under these Conditions.

13.3 **Limitations and Notices**

13.3.1 Any provisions inconsistent with federal procurement regulations or other federal law are unenforceable against the U.S. Government.

13.3.2 Unpublished rights are reserved under the copyright laws of the United States.

13.3.3 The Customer shall not remove or deface any restricted rights or legal notices appearing in the Product.

13.3.4 These Conditions (including the Order Form and/or applicable SOW) do not grant the Customer any rights to distribute the Product or related materials to the U.S. Government beyond what is expressly provided herein.

14. PROFESSIONAL SERVICES, TRAINING SERVICES, AND CERTIFICATION PROGRAMME

If the Customer engages the Supplier for Training, participation in a Certification Programme, or the provision of Professional Services, such engagements shall be governed as follows:

14.1 Training and Professional Services shall be governed by Exhibit A, unless specified otherwise in the Order Form or applicable SOW.

14.2 The Certification Programme shall be governed by Exhibit D.

15. GOVERNING LAW

15.1 **Law and Jurisdiction**

These Conditions, and any disputes arising out of or in connection with them (including non-contractual claims), shall be governed by and construed in accordance with the laws of the jurisdiction specified in the 'Customer Address' (or equivalent, as may be updated from time to time) on the Order Form ("**Customer Jurisdiction**"), which shall, at all times and as circumstances may change, remain subject to this §15, to ensure that such jurisdiction meets internationally recognised standards for commercial dispute resolution. For transparency, Exhibit F identifies jurisdictions currently assessed by the Supplier as not meeting the minimum standards required under the following §15.1.2.

15.2 **Global Standard for Jurisdictional Assessment**

For the purposes of this §15, whether a Customer Jurisdiction meets internationally recognised standards for commercial dispute resolution shall be assessed using a reasonable and objective standard, taking into account relevant guidance and precedent from globally recognised authorities, including, but not limited to, the Hague Conference on Private International Law, UNCITRAL, and the World Bank Doing Business indicators (or its successor indices since 2021). The assessment may also consider equivalence principles developed in case law such as Schrems II (CJEU, 2020) and other relevant jurisprudence addressing the rule of law, judicial independence, and enforceability of legal rights. The jurisdictions listed in Exhibit F (§2 List of Non-Qualifying Jurisdictions) shall be deemed not to meet these standards unless and until such designation is removed by the Supplier.

15.2.1 The jurisdictional assessment must meet such standards as:

15.2.1.1 An independent and functioning judiciary exists.

15.2.1.2 The legal system supports fair and enforceable resolution of commercial disputes.

15.2.1.3 Permits recognition and enforcement of contractual obligations and foreign judgments.

15.2.1.4 Ensures due process and procedural fairness.

15.2.1.5 Is not subject to international sanctions or embargoes that would materially impede effective dispute resolution.

15.2.2 Where the Customer is a Public Sector entity (including central or local government bodies, agencies, or other public institutions), the governing law and jurisdiction of the Customer Jurisdiction shall apply for compliance with statutory, constitutional, or public policy requirements, except where the criteria in §15.1.2 are not satisfied.

15.2.3 If the Customer Jurisdiction does not meet the standards in §15.1.2, including where it is listed in Exhibit F, the governing law and jurisdiction shall default to those of the Supplier's Address jurisdiction, without regard to conflict of laws principles.

15.2.4 Each Party irrevocably submits to the exclusive jurisdiction and venue of the courts as determined under this §15.

15.3 **Dispute Resolution Before Litigation**

Before initiating any formal legal proceedings, the Parties agree to attempt in good faith to resolve disputes informally within thirty (30) Business Days following written notice of the dispute, unless urgent interim relief is required.

15.4 **Exceptions for Certain Claims**

Notwithstanding the above, claims relating to Intellectual Property Rights or unauthorised disclosure of Confidential Information may be brought in any court of competent jurisdiction, irrespective of the governing law and jurisdiction provisions in this §15.

15.5 **Prescriptive Period Limitations**

Unless otherwise prohibited by Law, any claims arising under these Conditions must be brought within two (2) years of the date the cause of action accrued, unless applicable Law requires a shorter limitation period.

16. CSP AND ADDITIONAL COMPLIANCE (IF APPLICABLE)

16.1 **CSP Compliance**

The applicability of this §16 depends on the Deployment Model selected by the Customer in the Order Form or Documentation, as defined in §1. Certain functionalities in SaaS (§1.1.2) or Hybrid (§1.1.3) deployments may require integration with CSP services. To clarify:

16.1.1 **For On-Premise Deployment**

Where the Product(s) are installed on the Customer's IT infrastructure or devices under a Licence, CSP-related terms do not apply, unless explicitly required by the Order Form or Documentation.

16.1.2 **For SaaS Deployment**

Where the Product(s) are accessed remotely via the internet, hosted and managed by the Supplier or a designated CSP under a Subscription, the following provisions of this section shall apply.

16.1.3 **For Hybrid Deployment**

Where the Product(s) incorporate both On-Premise and SaaS functionalities, CSP-related provisions apply only to the components accessed remotely via the internet, or otherwise use a CSP in the deployment.

16.2 **Compliance with CSP Terms**

16.2.1 For SaaS and Hybrid Deployments, the Customer acknowledges and agrees that their use of CSP services is subject to the CSP's applicable terms and conditions, as identified in Exhibit C.

16.2.2 These CSP terms, which may change periodically, form part of these Conditions to the extent that they govern the use of the CSP services.

16.2.3 The Customer is responsible for reviewing and complying with the latest CSP terms, available on the CSP's official website.

16.2.4 The Supplier will not engage in any form of negotiation with any CSP provider. The terms and conditions of the CSP apply without reservation.

16.3 **Supplier's Responsibilities and CSP Security**

16.3.1 The Supplier maintains reasonable security, privacy, and operational standards in managing CSP services.

16.3.2 Due to the fact that the Supplier has no direct control over, or material bargaining power with, the CSPs in question, which operate under standardised, non-negotiable terms imposed on all service integrators and downstream users, the Supplier does not control, and shall not be liable for, any security breaches, data loss, service interruptions, or CSP policy changes implemented by the CSP.

16.4 **CSP Service Limitations and Availability Risks**

16.4.1 If applicable, the Customer acknowledges that cloud-based services may experience performance variations, service disruptions, or other limitations beyond the Supplier's control.

16.4.2 The Supplier makes no warranties regarding uninterrupted availability of CSP services and shall not be responsible for any loss or damages arising from CSP-related issues.

16.5 **Changes to CSP Providers**

16.5.1 The Supplier reserves the right to modify, replace, or add CSP providers to ensure service continuity and operational efficiency.

16.5.2 The Supplier will provide reasonable notice of any material change in CSP provider, service scope, or configuration of the Product(s).

16.5.3 Where such change involves the appointment of a new Sub-processor for the processing of Personal Data, the Customer may object on reasonable grounds in accordance with §9.8 (Specific Opt-Out: Objection to New Sub-processors) and §17 (Privacy and Data Processing).

16.6 **Integration and Assistance with CSP Services**

16.6.1 The Supplier shall not be liable for any loss of functionality, degraded performance, or incompatibility issues resulting from CSP changes, third-party updates, or external infrastructure modifications.

16.6.2 The Supplier will provide reasonable support for CSP-related issues affecting the Product(s) under an active Subscription. However, the Supplier is not responsible for resolving disputes between the Customer and any CSP nor for enforcing the CSP's obligations to the Customer.

16.6.3 The standard pricing is based on the standard CSP practices provided in this §16, and any additional assurances required by the Customer will require adjustment to the pricing to allow for the additional responsibilities beyond the standard.

17. PRIVACY AND DATA PROCESSING

17.1 Unless explicitly stated in the Order Form that privacy and data processing are subject to a separate Data Processing Agreement (**DPA**), this §17 shall operate as the default mechanism to ensure data privacy compliance, recognising the increasing mobility of data subjects across jurisdictions.

17.2 This section outlines the roles, responsibilities, and obligations of the Parties regarding the collection, Processing (defined below), and protection of Personal Data (defined below), ensuring compliance with applicable data protection laws across jurisdictions.

17.3 All other terms (as may be based on equivalence within the jurisdiction) in this section have the meanings assigned to them under the applicable Data Protection Laws (defined below) unless otherwise specified.

17.4 In the event of any conflict between the definitions herein, and the definitions applied in the relevant Data Protection Laws, the definitions in the Data Protection Laws shall prevail.

17.5 **Data Processing Specific Definitions**

17.5.1 "**Data Protection Laws**":

All applicable data protection and privacy laws, including the General Data Protection Regulation ("**GDPR**"), UK GDPR, California Consumer Privacy Act ("**CCPA**"), and other regional, federal, or state laws or regulations relevant to the competent jurisdictions (§15.1.2) where Customer Data is Processed.

17.5.2 "**Controller**":

Means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

17.5.3 "**Processor**":

Means the natural or legal person, public authority, agency or other body which, alone or jointly with others performs any operation or set of operations on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

17.5.4 "**Personal Data**":

Means any information relating to a Data Subject (defined below), relating to an identifiable natural person who can be recognised, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

17.5.5 "**Processing**" or "**Process**":

Means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

17.5.6 "**Data Subject**":

An identified or identifiable natural person to whom the Personal Data relates.

17.5.7 "**Sub-processor**":

Any third party appointed by the Supplier, as a 'Processor', involved in the Processing of Personal Data on behalf of the Customer, as 'Controller'.

17.5.8 "**Standard Contractual Clauses**" (or "**SCCs**"):

The standard clauses adopted by the European Commission or UK Information Commissioner's Office for international data transfers.

17.6 **Roles and Responsibilities**

17.6.1 **Customer Role and Responsibilities**

17.6.1.1 The Customer acts as the data Controller.

17.6.1.2 The Customer determines the purposes and means of processing Customer provided Personal Data.

17.6.1.3 The Customer acknowledges that the Processing of Personal Data may be required to perform the Services outlined in these Conditions.

17.6.1.4 The Customer shall assist the Supplier, as far as possible, in fulfilling the obligations to respond to requests from Data Subjects, including requests for access, rectification, erasure, restriction, data portability, and objection.

17.6.1.5 The Customer warrants that:

17.6.1.5.1 All Customer provided Personal Data shared with the Supplier complies with applicable Data Protection Laws.

17.6.1.5.2 Necessary consents and notices have been obtained and provided to Data Subjects for the collection, Processing, and transfer (including internationally) of Personal Data, where applicable.

17.6.1.5.3 Any changes to lawful bases or consents will be promptly communicated to the Supplier.

17.6.2 **Supplier Role and Responsibilities**

17.6.2.1 The Supplier acts as the Processor.

17.6.2.2 The Supplier acknowledges that the Processing of Personal Data shall be solely as instructed by the Customer unless otherwise agreed under these Conditions as required to provide the Products and Services.

17.6.2.3 The Supplier may process Customer Data for legal or regulatory compliance, and reserves the right to notify the Customer if any instructions infringe applicable Data Protection Laws.

17.6.2.4 The Supplier shall:

17.6.2.4.1 Process Personal Data only on documented instructions from the Customer and as set forth in these Conditions.

17.6.2.4.2 Ensure its employees are subject to confidentiality obligations.

17.6.2.4.3 Not use the Personal Data for any purpose other than as instructed by the Customer.

17.6.3 The Parties acknowledge their respective obligations under applicable Data Protection Laws, including but not limited to:

17.6.3.1 UK General Data Protection Regulation (UK GDPR).

17.6.3.2 EU General Data Protection Regulation (EU GDPR).

17.6.3.3 United States laws:

17.6.3.3.1 Shall include the California Consumer Privacy Act (CCPA) and state equivalents.

17.6.3.3.2 Where a US State lacks an applicable legal framework for privacy and data protection, the Parties agree to adopt the roles, responsibilities, and principles outlined in the CCPA to ensure appropriate understanding and compliance.

17.6.3.4 APAC regulations, such as the Australian Privacy Act 1988, Singapore's PDPA, and Japan's APPI.

17.6.3.5 Due to the inexorable nature of GDPR (or UK GDPR), all instances involving a UK or EU citizens shall comply with GDPR.

17.7 **Collection and Processing of Customer provided Personal Data**

The Supplier may collect and process Customer provided data, including Personal Data, for the following purposes:

17.7.1 Delivering, maintaining, and improving the Products and Services.

17.7.2 Complying with legal and contractual obligations.

17.7.3 Anonymising and aggregating data for analytics, product improvement, and feature development, provided such use does not identify the Customer or any individual Data Subject.

17.8 **Data Security**

As appropriate to the territory, in accordance with §15 (Governing Law), the Supplier shall implement and maintain appropriate technical and organisational measures, including encryption, access controls, and regular security assessments, as required by GDPR Articles 32-34 and similar provisions under other applicable Data Protection Laws, to protect Customer data, including Personal Data, against unauthorised access, loss, or disclosure.

17.9 **Sub-processors and Third-Party Disclosures**

17.9.1 Customer provides a general consent for Supplier to engage onward Sub-processors in the Processing of Personal Data without Customer's prior consent, provided that Supplier has entered into an agreement with the Sub-processor containing data protection obligations that are as restrictive as the obligations under this §17 (Privacy and Data Processing), to the extent applicable to the services provided by the Sub-processor.

17.9.2 Within ten (10) Business Days of receiving a notification from Supplier to Customer of any changes in its use of Sub-processors during the Term, Customer shall notify Supplier of any objections to such additional or different Sub-processors.

17.9.3 The Customer's rights to object to the appointment of a new Sub-processor are governed by §9.8 (Specific Opt-Out: Objection to New Sub-processors). The Supplier shall use reasonable efforts to address the objection in good faith and may, at its discretion, propose an alternative arrangement.

17.9.4 Customer acknowledges and agrees that Supplier may engage such Sub-processors as Supplier determines are reasonably appropriate for the Processing of Personal Data under these Conditions, in accordance with §17.9.2.

17.9.5 Customer hereby consents to the processing of Personal Data by, and the disclosure and transfer of Personal Data to, the Sub-processors listed on Exhibit C.

17.9.6 Disclosure of Customer Data to third parties is limited to:

17.9.6.1 Compliance with legal obligations, such as court orders or regulatory requirements.

17.9.6.2 Preventing fraud, security threats, or unlawful activity.

17.9.6.3 Explicit Customer authorisation.

17.10 **International Data Transfers**

Transfers of Personal Data outside the EEA, UK, US or other jurisdictions will comply with applicable Data Protection Laws, including use of SCCs or other approved mechanisms.

17.11 **Data Subject Rights**

17.11.1 The Supplier shall assist the Customer in responding to Data Subject requests within the timeframe required under applicable Data Protection Laws.

17.11.2 Where requests are excessive, repetitive, or unfounded, the Supplier may charge reasonable administrative costs or may reject the request unless prohibited by Law (including Data Protection Laws).

17.12 **Duration and Data Retention**

17.12.1 The Supplier will retain Customer Data, including Personal Data, only as long as necessary to fulfil the purposes of these Conditions or comply with legal obligations under the applicable Data Protection Laws.

17.12.2 Upon termination, Customer Data and Personal Data will be securely deleted or anonymised unless retention is required by Law or mutually agreed.

17.12.3 The Processing shall continue for the Term of the agreement between the Parties under these Conditions, unless otherwise specified in the Order Form.

17.13 **Breach Notification**

In the event of a Personal Data Breach, the Supplier shall notify the Customer without undue delay, providing:

17.13.1 A description of the breach and its likely impact.

17.13.2 Categories and volume of affected data.

17.13.3 Actions taken to mitigate harm and prevent recurrence.

17.14 **Audits and Compliance**

The Supplier shall:

17.14.1 Provide documentation or third-party certifications demonstrating compliance.

17.14.2 Allow Customer-initiated audits upon 30 calendar days' notice, provided that no audit under this Section grants any right to audit software usage, software licence entitlements, or licence compliance, all of which are governed exclusively by the applicable EULA.

17.14.3 Cooperate with audits, provided confidentiality and normal business operations are preserved.

17.15 **Data Processing Indemnification**

Subject to §4, each Party shall indemnify the other for claims, liabilities, damages, or costs arising directly from its respective failure to comply with Data Protection Laws.

17.16 **Survival**

The obligations under this §17 shall survive termination or expiration of these Conditions as necessary to comply with applicable laws or enforceable commitments.

18. CONFIDENTIALITY

18.1 Purpose and Scope

18.1.1 In connection with these Conditions, either Party may disclose ("**Discloser**") or make available to the other Party ("**Recipient**") certain information, in any form.

18.1.2 For the purposes of these Conditions, "**Confidential Information**" means any information, regardless of format or medium, that is disclosed or made available by or on behalf of the Discloser to the Recipient and that:

18.1.2.1 Is marked or identified as confidential at the time of disclosure.

18.1.2.2 Is disclosed in circumstances that would reasonably indicate confidentiality.

18.1.2.3 Would, by its nature, be understood by a reasonable person to be confidential.

18.1.3 Confidential Information includes, without limitation:

18.1.3.1 Business plans, strategies, forecasts, and financial information.

18.1.3.2 Software, source code, product designs, technical documentation, and system architecture.

18.1.3.3 Customer lists, supplier information, pricing, proposals, and commercial arrangements.

18.1.3.4 Employee, contractor, or personnel data (excluding Personal Data governed separately under §17).

18.1.3.5 Proprietary methodologies, specifications, algorithms, and know-how.

18.1.3.6 Any information the Discloser receives from third parties which is subject to an obligation of confidentiality.

18.1.4 This §18 applies to all Confidential Information disclosed in written, oral, visual, electronic, or any other form, and whether disclosed directly or indirectly, intentionally or unintentionally.

18.1.5 Confidential Information does not include any information that the Recipient can demonstrate:

18.1.5.1 Was already lawfully known to it without restriction prior to disclosure by the Discloser.

18.1.5.2 Was lawfully disclosed to it by a third party without breach of any confidentiality obligation.

18.1.5.3 Is or becomes publicly available through no fault of the Recipient.

18.1.5.4 Was independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

18.2 Permitted Use of Confidential Information

18.2.1 The Recipient shall only use the Discloser's Confidential Information to the extent necessary for the performance of its obligations or exercise of its rights under these Conditions, and for no other purpose.

18.2.2 The Customer may use the Supplier's Confidential Information solely for its internal business purposes in connection with use of the Product and/or Services as permitted by these Conditions.

18.2.3 The Supplier may use the Customer's Confidential Information solely for its internal business purposes, including to deliver, install, support, maintain, or improve the Product or Services, and as otherwise permitted under these Conditions, including improvements

based on usage data or Feedback that does not disclose Personal Data unless permitted under §17.

18.3 **Protection of Confidential Information**

18.3.1 The Recipient shall apply at least the same level of care in protecting the Discloser's Confidential Information as it applies to its own confidential information of a similar nature, and in any event shall use no less than reasonable efforts to:

18.3.1.1 Prevent unauthorised access, reproduction, use, or disclosure.

18.3.1.2 Maintain the confidentiality, integrity, and security of the Confidential Information.

18.3.1.3 Implement industry standard safeguards appropriate to the nature of the Confidential Information

18.3.2 The Recipient acknowledges that all Confidential Information remains the exclusive property of the Discloser (and/or its licensors or Affiliates), and is of significant commercial value.

18.3.3 No licence or transfer of intellectual property or other proprietary rights is granted by disclosure of Confidential Information.

18.4 **Permitted Disclosures and Exceptions**

18.4.1 The Recipient may disclose the Discloser's Confidential Information to its employees, Affiliates, professional advisors, or subcontractors only to the extent necessary to perform its obligations or exercise its rights under these Conditions, provided that:

18.4.1.1 Such recipients are bound by written confidentiality obligations no less protective than those set out in this §18.

18.4.1.2 The Recipient remains fully liable for any unauthorised use or disclosure by such recipients.

18.4.2 If the Recipient is legally required to disclose Confidential Information under applicable Law, regulation, or a court or regulatory authority order, it shall:

18.4.2.1 Promptly notify the Discloser in writing (to the extent permitted by Law).

18.4.2.2 Cooperate with the Discloser in seeking a protective order or other appropriate remedy.

18.4.2.3 Disclose only the minimum amount of Confidential Information required to comply with such legal obligation.

18.5 **Notification of Breach**

18.5.1 The Recipient shall promptly notify the Discloser upon becoming aware of any actual or suspected unauthorised use or disclosure of the Discloser's Confidential Information.

18.5.2 The Recipient shall cooperate fully with the Discloser to mitigate the effects of such breach and to prevent recurrence.

18.5.3 Where such breach involves Personal Data, the requirements set out in §17.13 (Breach Notification) shall also apply.

18.6 **Return or Destruction**

Upon written request by the Discloser, the Recipient shall:

18.6.1 Return or destroy all Confidential Information of the Discloser in its possession or control, including all copies and extracts; and

18.6.2 Confirm in writing that such return or destruction has occurred, save that the Recipient may retain copies for legal, regulatory, or archival purposes in accordance with its standard backup policies, provided such retained copies remain subject to this §18 and remain securely stored and inaccessible for any use other than legal, regulatory, or disaster recovery purposes.

18.7 **Survival**

The obligations set out in this §18 shall survive the termination or expiry of these Conditions for a period of five (5) years, or such longer period if the Confidential Information constitutes a trade secret or is subject to a longer preservation requirement under applicable Law, or as may be required by applicable regulatory authority obligation.

19. USER-GENERATED CONTENT (IF APPLICABLE)

19.1 **UGC Specific Definitions**

19.1.1 "**Authorised Participant**"

Any individual to whom the Customer has granted access to the Product and/or Services, either directly or indirectly, including but not limited to employees, contractors, agents, or other permitted users. Authorised Participants must comply with these Conditions, and the Customer remains responsible for their conduct.

19.1.2 "**Community**"

The collective body of users, including Customers and their Authorised Participants, who access, interact with, or contribute to the Supplier's platform or online environment who access, interact with, or contribute to the Supplier's platform or online environment, including forums, shared content repositories, methodologies, collaborative workspaces, and other interactive features for exchanging ideas and expertise relating to the Product and/or Services.

19.2 **Opt-Out of UGC and Community Contributions**

The Customer may opt out of contributing UGC or other shared information to the Community at any time by providing written notice to the Supplier in accordance with §9 (Opt-Out Rights).

19.3 **Community Collaboration**

19.3.1 The Product and/or Services may include a Community feature designed to facilitate collaboration, feedback sharing, and the exchange of know-how among users.

19.3.2 Participation in the Community is strictly limited to Authorised Participants who are authorised by contributing Customers.

19.3.3 **Voluntary Contributions**

19.3.3.1 All UGC is contributed to the Community on a voluntarily basis and at the sole discretion of the contributing user and Customer. Customers may opt-out of being part of such Community know-how contributions by notifying the Supplier in writing as per §9.10.

19.3.3.2 The contributing user assumes sole responsibility for the accuracy, legality, and appropriateness of any UGC.

19.3.4 **Liability Disclaimer**

19.3.4.1 The Supplier disclaims all liability arising from the sharing, use, or reliance on UGC by Authorised Participants.

19.3.4.2 Such liability rests solely with the contributing or utilising user.

19.3.5 **No Monitoring Obligation**

The Supplier provides such Community as a platform only, and assumes no responsibility to monitor, validate, or moderate UGC within the Community, nor does it guarantee the accuracy or usefulness of such exchanges.

19.4 **Licence to Use UGC**

By submitting UGC, the Customer and Authorised Participants grant the Supplier a perpetual, worldwide, royalty-free, irrevocable, non-exclusive licence to use, reproduce, distribute, modify, adapt, publicly perform, publicly display, sublicence, and create derivative works of such UGC, in any form or medium, for purposes related to the operation, improvement, and development of the Product and/or Services.

19.5 **Ownership of UGC**

19.5.1 The Customer and Authorised Participants retain all ownership rights to their UGC, subject to the licence granted in §19.4 for such UGC.

19.5.2 The Customer, on its own behalf and on behalf of its Authorised Participants, represents and warrants that they have all necessary rights to grant such a licence and that the use of their UGC or Shared Information does not infringe any third-party rights.

19.6 **Prohibited Content**

UGC must not:

19.6.1 Be unlawful, defamatory, obscene, pornographic, offensive, or otherwise objectionable.

19.6.2 Infringe third-party Intellectual Property Rights, privacy rights, or other legal rights.

19.6.3 Contain viruses, malware, or other harmful components.

19.6.4 Promote illegal activities, violence, discrimination, or hate speech.

19.6.5 Violate applicable laws, regulations, or the terms of these Conditions.

19.6.6 Otherwise creates a risk of reputational harm to the Supplier or other users.

19.7 **Indemnification for UGC**

Subject to §4, the Customer, on its own behalf and on behalf of its Authorised Participants, agrees to indemnify, defend, and hold harmless the Supplier and its Affiliates against any claims, damages, or expenses (including reasonable legal fees and costs arising from such claims) arising from their UGC, including but not limited to Intellectual Property Rights infringement or violations of privacy rights.

19.8 **No Endorsement or Responsibility**

19.8.1 The Supplier does not endorse or assume responsibility for the accuracy, quality, or reliability of UGC.

19.8.2 The Supplier disclaims any duty to monitor or validate such content and shall not be liable for any consequences arising from reliance on or use of UGC.

19.9 **Monitoring and Removal**

The Supplier reserves the right, but is not obligated, to monitor, review, or remove UGC that it determines, at its reasonable discretion, violates these Conditions or applicable Laws.

19.10 **Survival**

The provisions of this §19 shall survive the termination or expiration of these Conditions, ensuring that the Supplier retains its licence to UGC submitted prior to such termination.

20. TERM, AUTO-RENEWAL, AND TERMINATION

20.1 Commencement and Duration

20.1.1 These Conditions shall commence on the Effective Date and shall remain in force for the Term (§2.45 (Term)).

20.1.2 Where no Duration is specified in the applicable Order Form, SOW, or otherwise agreed, these Conditions shall remain in force for a default Minimum Term of twelve (12) months from the Effective Date. Thereafter, the Parties agree to renew automatically on each anniversary in accordance with §20.2.

20.1.3 To reduce administration and ensure uninterrupted access to services, the Subscription and Support Services in this Order Form will renew automatically at the end of each Minimum Term for a further twelve (12) months, unless the Customer provides written notice of non-renewal at least one hundred and twenty (120) calendar days before the renewal date, in accordance with §20.2.

20.1.4 The price for the renewed term shall not exceed ten percent (10%) above the price for the immediately preceding term, unless otherwise agreed in writing by the Parties.

20.2 Auto-Renewal

20.2.1 Unless otherwise stated in the Order Form, upon expiry of the Duration, and subject to the Customer providing written notice of non-renewal in accordance with §9.6, these Conditions shall automatically renew for successive periods of twelve (12) months (each an Auto-Renewal).

20.2.2 Each Auto-Renewal shall commence on the day immediately following the then current Effective Date anniversary, and continue for a subsequent Minimum Term, unless specified otherwise in the Order Form.

20.2.3 Where the Order Form specifies a multi-year Duration (e.g., 24, 36, or 60 months), the Conditions shall remain in effect for the full stated Duration, and thereafter renew automatically on an annual Minimum Term basis.

20.2.4 For the avoidance of doubt, Auto-Renewal shall apply at the end of the initial Duration and each subsequent Minimum Term unless properly terminated under §20.4.

20.3 Notice of Non-Renewal (Opt-Out)

Non-renewal notice shall be in accordance with §9.6 (Specific Opt-Out: Auto-Renewal), unless specified otherwise in the Order Form or applicable SOW.

20.4 Termination Rights

20.4.1 Termination For Convenience

Either Party may terminate these Conditions by providing a valid Notice in accordance with §33 (Notices and Communications). Early termination for convenience is permitted within an active Term, but is subject to §29 (Refund Policy).

20.4.2 Termination for Cause

Either Party may terminate these Conditions immediately upon written notice if the other Party:

20.4.2.1 Materially breaches any provision of the Conditions and fails to cure such breach within thirty (30) calendar days of the written notice provided in accordance with §33.

20.4.2.2 Becomes insolvent or subject to administration, liquidation, or analogous proceedings.

20.4.3 **Termination by Supplier (Special Grounds)**

The Supplier may terminate these Conditions or suspend access to the Products or Services immediately upon written notice, and may terminate if the Customer otherwise breaches these Conditions, or if required to do so by applicable Law or court/authority order.

20.5 **Software Licence Exclusion**

Any termination, expiry, or non-renewal right set out in these Conditions applies solely to services, subscriptions, or offerings other than software licences. Software licences may be terminated, expired, converted, reinstated, or otherwise affected only in accordance with the applicable EULA.

20.6 **Effects of Termination**

Upon the termination for any reason, on the effective date of such termination:

20.6.1 All unpaid Fees and Expenses accrued up to the effective termination date shall become immediately due and payable.

20.6.2 Provisions intended to survive shall remain in effect, including but not limited to: §10 (Access Rights and Audit Rights), §17 (Privacy and Data Processing), §18 (Confidentiality), §19 (User-Generated Content), §21 (Warranty Disclaimer and Limitation of Liability), §22 (Indemnification).

20.7 **Customer Data Handling for Termination**

20.7.1 Upon written request within thirty (30) calendar days of the termination date, the Supplier shall make available to the Customer a copy of Customer Data held.

20.7.2 Thereafter, the Supplier shall, subject to applicable Laws and retention policies, delete or return such Customer Data. Any retained data shall remain protected under §17 and §18.

20.7.3 Such deletion shall be confirmed in writing upon written request.

20.8 **Transition Support**

If requested by the Customer in writing before the termination date, the Supplier may (at its sole discretion, and subject to availability) provide reasonable transition assistance. Such services shall:

20.8.1 Be subject to a separate SOW.

20.8.2 Be chargeable at the prevailing rates, unless otherwise agreed in writing between the Parties.

21. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

21.1 **Software-Related Claims**

Where a claim arises from or relates to software or its use, the warranties, indemnities, exclusions, and liability limitations set out in the applicable EULA shall apply exclusively. The provisions of these Conditions apply only to matters not governed by the EULA. For the avoidance of doubt,

21.2 **Warranty Disclaimer**

21.2.1 **"As-Is" Basis**

21.2.1.1 Unless the Supplier has provided '*made to order*' Professional Services under a valid SOW, the Products are considered '*off the shelf*' (standard), and therefore, may not fulfil the Customer's exact requirements. As such, the standard Products and

Services are provided on an '*as-is*' and '*as-available*' basis, and it is the Customer's responsibility to determine if they are suitable for their specific purposes.

21.2.1.2 To the fullest extent not prohibited by Law, the Supplier expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from trade usage, course of dealing, or course of performance.

21.2.2 **No Guarantee of Performance**

The Supplier does not warrant that the Products or Services will be uninterrupted, error-free, secure, or free from defects, nor does it guarantee that any defects will be corrected. Planned maintenance windows or emergency interruptions may occur and shall not constitute a breach, provided that such events are handled in accordance with §8 (Access and Costs).

21.2.3 **Third-Party Materials**

The Supplier makes no warranties or representations regarding any Third-Party Materials or services integrated with or accessed through the Products or Services.

21.3 **Limitation of Liability**

21.3.1 **Exclusion of Certain Damages**

To the fullest extent permitted by applicable Law, the Supplier shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, goodwill, or business interruption, arising out of or in connection with these Conditions, the Products, or the Services, even if the Supplier has been advised of the possibility of such damages.

21.3.2 **Cap on Liability**

The Supplier's total cumulative liability under these Conditions, regardless of the cause of action, shall not exceed the total fees paid by the Customer to the Supplier for the Products and Services under these Conditions during the twelve (12) months preceding the claim.

21.3.3 **Allocation of Risk**

21.3.3.1 The Parties acknowledge and agree that the limitations of liability set forth in this §21 are an essential basis of the bargain and reflect an equitable allocation of risk between the Parties to ensure lower costs for both Parties.

21.3.3.2 All fees and expenses have been costed at the industry standard allocation for fee-to-risk allocation, and the Supplier reserves the right to make adjustments to the fees and expense if disproportionate risk is required by the Customer, as duly executed by the Parties in writing separately.

21.4 **Exclusions from Limitation**

The limitations of liability set forth in §21.2 shall not apply to:

21.4.1 Liability arising from the Supplier's gross negligence, wilful misconduct, or fraud.

21.4.2 Claims for death or personal injury caused by the Supplier's negligence.

21.4.3 Any other liability that cannot be excluded or limited by applicable Law.

21.5 **Private Consumer Rights Exceptions** (If Applicable):

21.5.1 Nothing in these Conditions shall exclude or limit the Supplier's liability to the extent such exclusion or limitation is prohibited by applicable Law to Private Consumers (§2.33.2). This includes, without limitation:

21.5.1.1 Liability for death or personal injury caused by the Supplier's negligence (such as, for illustration, negligence under the Unfair Contract Terms Act 1977 in the United Kingdom).

21.5.1.2 Liability for fraud or fraudulent misrepresentation.

21.5.1.3 Liability arising under any applicable consumer protection or product liability legislation (such as, for illustration, under section 7 of the Consumer Protection Act 1987).

21.5.1.4 Liability that cannot lawfully be excluded under applicable statutory or regulatory provisions under Law.

21.5.2 If the Customer is a Private Consumer (as specified at §2.33.2, and as otherwise defined under applicable Law as the prevailing definition), these Conditions shall not affect any mandatory rights afforded to them that cannot be excluded or limited by contract.

21.6 **Customer Indemnity**

Subject to §4, the Customer shall indemnify, defend, and hold harmless the Supplier and its Affiliates against any third-party claims, liabilities, damages, or expenses (including reasonable legal fees) arising from:

21.6.1 The Customer's breach of these Conditions.

21.6.2 Misuse of the Products or Services.

21.6.3 The Customer's violation of applicable Laws, including Intellectual Property Rights or Data Protection Laws.

21.7 **SaaS Contracts (with a CSP involved) (If Applicable)**

Specifically for SaaS deployments (in part or in full), the CSP is responsible, as outlined in §16 for:

21.7.1 Their information security measures.

21.7.2 Service levels and associated credits.

21.7.3 Business continuity and disaster recovery plans.

21.7.4 Data backup and restoration tools.

21.7.5 Returning Customer Data on contract termination or expiry.

21.8 **Force Majeure for Liability**

The Supplier shall not be liable for any failure or delay in performance of its obligations under these Conditions caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labour disputes, government actions, or internet or utility outages. Performance obligations shall be suspended for the duration of the Force Majeure event, as further detailed in §30 (Force Majeure).

21.9 **Public Sector Exceptions (If Applicable)**

21.9.1 If the Customer is a Public Sector entity (as defined in §2.35), then the disclaimers, limitations, and indemnity provisions set out in this §21 shall apply to the extent prohibited by applicable public sector, constitutional, procurement, or financial legislation or regulations in the Customer Jurisdiction.

21.9.2 Nothing in this §21 shall exclude or limit either Party's liability to the extent that such exclusion or limitation is not permitted under applicable Law governing public sector entities, including but not limited to public finance restrictions, procurement statutes, or administrative law.

21.9.3 To the extent that the Customer is legally restricted from providing indemnities, assuming liability beyond statutory limits, or agreeing to damages waivers, such provisions shall be deemed modified to the maximum extent permitted by the applicable legal framework.

21.9.4 No provision of this §21 shall be construed as a waiver of sovereign immunity unless explicitly and lawfully waived in writing by the Customer in accordance with its governing Laws.

21.9.5 Where the Customer is subject to national or regional procurement frameworks (such as the US FAR/DFARS, EU Public Contracts Directives, the UK Public Contracts Regulations 2015, or local government acquisition regulations in APAC jurisdictions), the Parties agree that such frameworks shall take precedence over any conflicting provisions in this §21, but only to the extent prohibited by applicable Law.

21.9.6 In the event of any conflict between the terms of this §21 and applicable laws governing public sector contracting, the conflicting provisions shall be interpreted to give effect to the Parties' intentions to the fullest extent permitted by Law, and all remaining provisions shall remain in full force and effect.

21.9.7 Where mandatory public procurement laws or public sector frameworks apply, such requirements shall take precedence over conflicting terms in this §21, but only to the extent strictly required by applicable law or regulation. This includes, without limitation (including successive frameworks):

21.9.7.1 The UK frameworks such as G-Cloud, NHS procurement policies, and the Crown Commercial Service (CCS).

21.9.7.2 The European Union procurement directives (including Directive 2014/24/EU and national implementations such as Germany's VgV or France's Code de la Commande Publique).

21.9.7.3 The United States Federal Acquisition Regulation (FAR) and agency-specific supplements (e.g. DFARS, HHSAR).

21.9.7.4 State-level procurement statutes in the US (e.g. California Public Contract Code).

21.9.7.5 APAC-region frameworks such as the Australian Commonwealth Procurement Rules, Singapore's Government Procurement Regulations, and Japan's Act on Contracts Involving Government Subsidies.

21.9.7.6 Such precedence shall not affect the validity or enforceability of the remaining provisions of this §21, which shall remain in full force and effect to the extent permitted by applicable Law.

21.10 **Survival**

The provisions of this §21 shall survive the termination or expiration of these Conditions, ensuring that the limitations and disclaimers of liability related to the Products and Services continue to apply.

22. INDEMNIFICATION

22.1 **Indemnification by the Customer**

The Customer agrees to indemnify, defend, and hold harmless the Supplier, its Affiliates, and their respective officers, directors, employees, agents, and contractors (the "**Supplier Indemnitees**") from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable legal fees, arising out of or related to:

22.1.1 The Customer's or its Authorised Users' breach of these Conditions, including violations of Access Rights (§2.1) or Use (§2.46), excluding any software use or licence compliance matters, which are governed exclusively by the applicable EULA.

22.1.2 Any claims arising from Customer Data, including allegations of Intellectual Property Rights infringement, privacy violations, or misuse of data.

22.1.3 The Customer's or its Authorised Users' negligent acts, omissions, or wilful misconduct in connection with their use of the Products or Services.

22.1.4 Any violation of applicable Laws, rules, or regulations by the Customer or its Authorised Users.

22.2 **Public Sector Exception** (If Applicable)

22.2.1 Notwithstanding any other provision in this §22, where the Customer is a Public Sector entity (§2.35), the indemnification obligations set out in §22.1 shall not apply to the extent that such obligations are prohibited by Law.

22.2.2 In such cases, the Customer shall instead be responsible for cooperating in good faith to resolve any third-party claims arising under §22.1, and shall use reasonable efforts, within its legal and policy constraints, to mitigate any harm or loss suffered by the Supplier Indemnitees.

22.2.3 This §22.2 shall not relieve the Customer of liability for any proven breaches of these Conditions or unlawful acts, and nothing in this §22 shall be interpreted to waive or limit the Supplier's rights or remedies under applicable Law or in equity.

22.3 **Indemnification by the Supplier**

The Supplier agrees to indemnify, defend, and hold harmless the Customer, its Affiliates, and their respective officers, directors, employees, agents, and contractors (the "**Customer Indemnitees**") from and against all direct claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees), all of which can be demonstrated as being directly arising out of:

22.3.1 Infringement of a third party's Intellectual Property Rights caused by the Supplier's provision of the Products or Services, provided that the Products or Services were used in accordance with these Conditions and the applicable Documentation.

22.3.2 The Supplier's gross negligence, wilful misconduct, or fraudulent acts or omissions.

22.3.3 A breach of applicable Data Protection Laws directly attributable to the Supplier's Processing activities as Processor (as defined in §17).

22.4 **Indemnification Process**

22.4.1 **Notification**

The indemnified Party (the "**Indemnitee**") shall promptly notify the indemnifying Party (the "**Indemnitor**") in writing of any claim for which indemnification is sought. Failure to provide timely notice shall not relieve the Indemnitor of its obligations under this §22, except to the extent that such delay prejudices the Indemnitor's ability to defend the claim.

22.4.2 **Control of Defence**

The Indemnitor shall have sole control over the defence and settlement of the claim, provided that any settlement which imposes a financial liability, reputational harm, or

non-monetary obligation on the Indemnitee shall require the Indemnitee's prior written consent, such consent not to be unreasonably withheld or delayed.

22.4.3 **Cooperation**

The Indemnitee shall cooperate with the Indemnitor in defending the claim and provide all reasonably requested information and assistance.

22.5 **Exclusions**

The Supplier's indemnification obligations under §22 shall not apply to claims arising from:

22.5.1 Use of the Products or Services in combination with third-party products, services, or systems not expressly approved in the Documentation.

22.5.2 Modifications to the Products or Services not made or authorised in writing by the Supplier.

22.5.3 Use of the Products or Services outside the scope permitted under these Conditions or the Documentation.

22.6 **Sole Remedy**

The indemnification obligations in this §22 constitute the Indemnitee's sole and exclusive remedy for third-party claims covered by this section, except to the extent otherwise provided by applicable Law or where equitable relief (such as an injunction) is separately available.

23. RISK OF LOSS

23.1 **Responsibility for Risk**

The Customer assumes all risk of loss, theft, or damage to the Products or any Customer Data resulting from:

23.1.1 The Customer's failure to comply with the Prerequisites outlined in the Documentation.

23.1.2 Use of the Products in a manner not authorised by these Conditions or inconsistent with the Documentation.

23.1.3 Unauthorised access to or misuse of the Products by the Customer, its Authorised Users, or third parties acting on the Customer's behalf.

23.1.4 Events beyond the Supplier's control, including, but not limited to, cyberattacks, hardware malfunctions, or other incidents of Force Majeure as defined in §30.

23.2 **Digital Products and Services**

For SaaS and other digital Products or Services, the Supplier shall not be responsible for loss of Customer Data unless such loss is directly caused by the Supplier's gross negligence or wilful misconduct. The Supplier shall not be liable for:

23.2.1 Losses resulting from the Customer's failure to maintain proper backups of Customer Data, except where backup services are explicitly provided by the Supplier under the terms of these Conditions.

23.2.2 Losses arising from third-party systems or integrations, including CSP services, not operated or controlled by the Supplier, as further detailed in §16 (CSP and Additional Compliance).

23.3 **Delivery of Products**

23.3.1 In the case of physical Products, risk of loss or damage passes to the Customer upon delivery to the Customer's designated location, unless otherwise specified in the Order Form or Documentation.

23.3.2 The Customer shall inspect all Products upon delivery and notify the Supplier in writing of any defects within ten (10) Business Days. Failure to do so may limit the Customer's entitlement to warranty remedies under §21 (Warranty Disclaimer and Limitation of Liability).

23.4 **Supplier's Limited Liability**

The Supplier's liability for any loss or damage arising under this §23 is limited to:

23.4.1 Repair or replacement of defective Products if notified within the applicable warranty period.

23.4.2 Reimbursement of reasonable costs directly related to the loss or damage, subject to the limitations of liability outlined in §21 (Warranty Disclaimer and Limitation of Liability).

23.4.3 **Risk Mitigation Measures**

The Customer shall implement reasonable and appropriate technical, administrative, and organisational measures to mitigate risks associated with the use of the Products and Services, including but not limited to:

23.4.3.1 Deploying and maintaining current anti-malware software, firewalls, and access control systems.

23.4.3.2 Ensuring that only Authorised Users are granted access in accordance with the Access Rights defined under these Conditions.

23.4.3.3 Performing regular and complete backups of Customer Data unless such functionality is expressly provided and managed by the Supplier under the applicable Subscription or Order Form.

23.5 **Force Majeure Events**

The Supplier shall not be liable for any loss or damage to the Products or Services resulting from Force Majeure events as defined in §30, including, but not limited to, natural disasters, internet outages, or other events outside the Supplier's reasonable control.

24. MARKETING AND PUBLICITY

24.1 **Standard Marketing Use**

Subject to §24.2 and §9.9 (Opt-Out Rights), the Customer grants the Supplier a non-exclusive, worldwide, royalty-free Licence to use the Customer's name,logo and trademarks for the purposes of:

a) identifying the Customer as a customer or user of the Supplier's Products and/or Services;

b) inclusion in customer lists, proposals, sales presentations, investor materials, websites, and similar marketing or promotional materials; and

c) factual case studies, press releases, or reference statements,

provided that such use:

i. is factual and non-misleading;

ii. does not imply endorsement, partnership, or sponsorship; and

iii. is consistent with reasonable brand usage guidelines made available by the Customer.

24.2 **No Endorsement**

Nothing in this §24 permits the Supplier to represent that the Customer endorses the Supplier or its Products or Services, unless expressly agreed in writing by the Customer.

24.3 **Public Sector and Regulated Customers**

24.3.1 Where the Customer is a Public Sector Customer (§2.35) or is otherwise subject to mandatory legal or regulatory restrictions concerning publicity or brand use, the Supplier's rights under this §24 shall apply only to the extent permitted by applicable law, and may require prior written approval where such approval is legally required.

25. UPDATES AND CHANGES TO THE CONDITIONS

25.1 **Right to Modify**

The Supplier reserves the right to update or modify these Conditions, including any incorporated Documentation, policies, or referenced terms, where such changes are reasonably necessary to reflect:

25.1.1 Changes in applicable Law, regulation, or industry standards.

25.1.2 Enhancements or modifications to the Products or Services.

25.1.3 Adjustments to the Supplier's operational, business, or security practices.

25.2 **Notification of Changes**

25.2.1 The Supplier shall provide the Customer with reasonable advance notice of material changes to these Conditions. Notice may be provided through:

25.2.1.1 Direct communication, including email, support tickets, or in-product notifications.

25.2.1.2 Updates published on the Supplier's website or other accessible customer portal.

25.2.2 Material changes shall not take effect earlier than thirty (30) calendar days from the date of notice, except where required by Law or to address urgent legal, regulatory, or security matters.

25.3 **Customer's Acceptance of Changes**

25.3.1 Continued use of the Products or Services after changes take effect constitutes the Customer's acceptance of the revised terms.

25.3.2 If the Customer does not accept the changes, it must notify the Supplier in writing within the notice period. In such case, the Customer must ease all use of the Product and/or Services and may terminate the Conditions subject to §20.4.1 (Termination for Convenience) and §29 (Refund Policy) accordingly.

25.4 **Non-Material Changes**

Non-material changes, such as minor clarifications or updates to references and URLs, may be made by the Supplier without advance notice to the Customer. These updates shall take effect upon publication.

25.5 **Documentation Updates**

25.5.1 The Supplier may update the Documentation periodically to reflect improvements, updates, or best practices associated with the Products or Services.

25.5.2 Updated Documentation shall be binding on the Customer unless the updates materially alter the core obligations, use limitations, or compliance responsibilities of the Customer. In such case, the provisions of §25.2 (Notification of Changes) shall apply.

25.6 **Conflict with Previous Versions**

In the event of a conflict between these Conditions and any previous versions, the most recent version shall prevail.

25.7 **Survival of Terms**

Any provisions of these Conditions which, by their nature, are intended to survive updates or changes shall remain in full force and effect, including but not limited to: §21 (Warranty Disclaimer and Limitation of Liability), §22 (Indemnification), and §23 (Risk of Loss).

25.8 **Public Sector and Regulated Customers** (If Applicable)

Where the Customer is a Public Sector entity or subject to sector-specific regulatory frameworks, changes to these Conditions that materially affect data handling, pricing, access rights, or audit obligations shall not take effect without the Customer's written consent, to the extent required by applicable Law or procurement rules.

26. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

26.1 **Supplier Ownership**

26.1.1 The Supplier, its Affiliates, and licensors retain all right, title, and interest in and to the Products, Services, and Documentation, including all associated Intellectual Property Rights.

26.1.2 No ownership rights or other interest in the Products, Services, or associated Intellectual Property Rights are transferred to the Customer, except for the limited rights expressly granted under §2.1 (Access Rights).

26.2 **Customer Ownership of Data**

26.2.1 The Customer retains all right, title, and interest in and to the Customer Data.

26.2.2 The Supplier shall only process Customer Data as necessary to deliver the Products and Services, or as otherwise agreed under these Conditions and in accordance with §17 (Privacy and Data Processing).

26.3 **Feedback**

If the Customer or its Authorised Users provide the Supplier with Feedback, this shall be subject to §11 (Feedback and Improvements).

26.4 **Reservation of Rights**

Except as expressly provided in the applicable EULA, no licence or other rights, express or implied, are granted to the Customer under any Intellectual Property Rights owned or controlled by the Supplier, its Affiliates, or licensors.

26.5 **Third-Party Software**

26.5.1 Certain Products or Services may include or require the use of software, codes, libraries, or tools not developed by the Supplier, but used with, embedded in, or required by the Products or Services, which includes open source or commercially licensed components and is governed by the relevant third-party licence terms ("**Third-Party Software**").

26.5.2 Such software shall be subject to separate end user licence terms, including open source or commercial Licence terms, provided by the third-party supplier. No rights are granted beyond those expressly permitted by such Third-Party Software licences.

26.5.3 The Supplier makes no representations or warranties regarding Third-Party Software and disclaims liability for any claims arising from its use. This reflects the standard risk allocation for such components. Any requests for enhanced assurances or liability terms may be rejected or subject to additional fees to reflect the increased risk.

26.6 **Supplier's Background IPRs**

26.6.1 The Supplier retains all rights to its Background IPRs, including Intellectual Property Rights created independently of these Conditions.

26.6.2 Enhancements, updates, or derivative works developed by the Supplier in the course of performance, whether or not based on Customer input, shall remain the exclusive property of the Supplier.

26.7 **Ownership of Customisations**

26.7.1 Where the Supplier agrees in writing to transfer ownership of any Customisations or Deliverables, such transfer shall be conditional on full payment and subject to a separate written agreement signed by both Parties, which may include carve-outs for Supplier Background IPRs and reuse rights.

26.7.2 Unless explicitly agreed otherwise in writing, any Customisations developed for the Customer as part of any Professional Services shall be owned by the Supplier and licensed to the Customer under the same terms as the underlying Products, unless otherwise specified in the Order Form or applicable SOW.

26.8 **Survival**

The provisions of this §26 shall survive the termination or expiration of these Conditions to ensure the continued protection of the Supplier's Intellectual Property Rights and the Customer's ownership of Customer Data.

27. THIRD-PARTY SERVICES AND TERMS

27.1 **Integration with Third-Party Services**

The Products or Services may interoperate, connect with, or rely upon third-party services (including software libraries, APIs, hosting infrastructure, communications platforms, identity providers, or analytics tools) that are not under the control of the Supplier (collectively, "**Third-Party Services**"). The Customer acknowledges that:

27.1.1 Such Third-Party Services are subject to their own terms and conditions, including applicable End User Licence Agreement (EULAs).

27.1.2 The Supplier makes no representations or warranties regarding Third-Party Services and assumes no responsibility for their availability, performance, security, or compliance with applicable Laws.

27.2 **Customer Responsibility for Third-Party Services**

27.2.1 The Customer is solely responsible for reviewing, understanding, and complying with the terms governing the Use of Third-Party Services integrated with the Products.

27.2.2 Any issues arising from the Customer's use of such services shall be resolved directly between the Customer and the third-party provider. The Supplier shall not be responsible for any support, updates, or obligations relating to such Third-Party Services, unless explicitly agreed in an Order Form or SOW.

27.3 **Changes to Third-Party Services**

27.3.1 The Supplier reserves the right to update, modify, or discontinue integrations with Third-Party Services at any time.

27.3.2 Where practicable, the Supplier will provide reasonable advance notice of any material change in functionality resulting from third-party integration updates that may adversely affect the Customer's use of the Products.

27.3.3 The Supplier shall not be liable for any interruptions, errors, or limitations resulting from modifications to Third-Party Services.

27.4 **Third-Party Software Licence Requirements**

27.4.1 Certain Products or Services may require the Customer to enter into a separate licence agreement with the third-party owner of Third-Party Software.

27.4.2 The Customer's failure to comply with such requirements may result in limitations or suspension of the Customer's non-software access rights under these Conditions, excluding any software licence or software access rights governed by the EULA.

27.5 **No Endorsement or Liability**

27.5.1 The inclusion of Third-Party Services in or alongside the Products does not imply endorsement by the Supplier.

27.5.2 The Supplier disclaims all liability for any loss, damage, or claims arising from the use of Third-Party Services.

27.5.3 The Supplier does not guarantee the continued availability of any specific integration or compatibility with any Third-Party Service.

27.6 **Indemnification for Third-Party Use**

Subject to §4, the Customer agrees to indemnify and hold the Supplier harmless from any claims, damages, or losses arising from the Customer's breach of third-party terms or improper use of Third-Party Services. This indemnity shall not apply where the claim arises from Supplier's gross negligence, wilful misconduct, or failure to disclose known required third-party dependencies.

27.7 **Survival**

The provisions of this §27 shall survive the termination or expiration of these Conditions to the extent necessary to address obligations related to Third-Party Services.

27.8 **Third-party Software**

27.8.1 Third-party software and additional licensing terms, where applicable, are incorporated solely through and in accordance with the End User Licence Agreement. Documentation or references in these Conditions do not independently incorporate third-party licence terms.

28. PAYMENT TERMS AND TAXES

28.1 **Payment Obligations**

28.1.1 The Customer agrees to pay all Fees and Expenses as specified in the applicable Order Form, Invoice, or SOW in accordance with these Conditions.

28.1.2 Payment shall be made in the currency and via the method indicated in the Order Form or Invoice, without deduction, set-off, or withholding, except as required by Law and in accordance with §28.6.3.

28.1.3 If the Customer has provided a payment method authorising the Supplier or its designated payment processor to charge the Customer's payment method for all Fees and Expenses due, the Customer agrees to keep account and payment information current, complete, and accurate.

28.2 **Payment Terms**

28.2.1 Due Date:

Unless otherwise specified in the Order Form or Invoice, all payments are due within thirty (30) calendar days from the Invoice issue date (NET 30).

28.2.2 Late Payments:

28.2.2.1 Late payments may incur interest at the lesser of one and a half percent (1.5%) per month or the highest rate permitted by Law, calculated from the due date until payment is received.

28.2.2.2 The Supplier reserves the right to suspend Access Rights or Services under §2.2 (Account Suspension) until overdue amounts are paid in full.

28.3 **Recurring Fees and Adjustments**

28.3.1 Recurring Fees for Subscriptions or other Services are payable in advance for each billing cycle as specified in the Order Form.

28.3.2 For agreements subject to Auto-Renewal, Fees for the Auto-Renewal will be billed in accordance with the agreed payment method unless otherwise agreed in writing between the Parties.

28.3.3 Unless otherwise specified in the Order Form, the Supplier may adjust recurring Fees annually at the end of the then-current Duration or Auto-Renewal, upon providing the Customer with at least ninety (90) days' written notice. Adjusted Fees shall apply beginning with the next billing cycle following the notice period.

28.3.4 The Supplier reserves the right to increase Fees for Auto-Renewal agreements by a percentage increase in the applicable local consumer price index over the preceding twelve (12) months, plus a percentage mark-up determined at the Supplier's discretion.

28.4 **Suspension and Debt Recovery for Non-Payment**

28.4.1 If Fees and Expenses remain unpaid for thirty (30) days beyond the due date, they may accrue interest at 0.049% per overdue day (annual rate of 17.89%) or the maximum permitted by Law, whichever is higher.

28.4.2 If Fees and Expenses remain unpaid for sixty (60) days beyond the due date, the Supplier may suspend the Customer's non-software access rights and cease providing Services. For the avoidance of doubt, this shall not suspend or affect any software licences except as permitted under the applicable EULA. The Supplier may issue a warning notice, and if payment is not received within the specified period, the Supplier may suspend all access without further notice.

28.4.3 In jurisdictions where statutory rights to recover interest and debt recovery costs apply, including but not limited to the Late Payment of Commercial Debts (Interest) Act 1998 (UK), Directive 2011/7/EU (EU), and Uniform Commercial Code (UCC §2-709 and §2-710) (US), or the Federal Prompt Payment Act (US public sector), the Supplier may claim such rights in addition to contractual remedies. Where no statutory right exists, interest shall accrue at the rate specified in §28.2.2 or the maximum permitted by applicable Law, whichever is higher.

28.5 **Expenses**

28.5.1 The Customer shall reimburse the Supplier for reasonable out-of-pocket Expenses incurred in connection with the provision of Professional Services, as specified in the applicable Order Form or the applicable SOW.

28.5.2 Such Expenses may include, but are not limited to, travel, accommodation, subsistence, and communication costs, and are subject to the applicable Order Form, SOW, and any expense policies referenced in Exhibit A.

28.6 **Taxes**

28.6.1 Customer Responsibility:

28.6.1.1 All Fees and Expenses are exclusive of Taxes unless otherwise stated.

28.6.1.2 The Customer is responsible for paying all applicable Taxes related to the Products and Services, including, but not limited to, VAT, sales tax, GST, use tax, excise tax, and withholding tax.

28.6.2 Tax Exemption:

28.6.2.1 If the Customer claims a tax exemption, they must provide valid exemption documentation to the Supplier before the applicable payment due date.

28.6.2.2 Failure to provide valid exemption documentation prior to Supplier actioning for payment, may result in additional administrative fees to correct for this failure.

28.6.3 Withholding Taxes:

28.6.3.1 If applicable Law requires the Customer to withhold Taxes, the Customer shall gross up the payment to ensure that the Supplier receives the full amount owed, net of any withholding.

28.6.3.2 This obligation does not apply to interest on late or deferred payments.

28.6.4 Unless explicitly stated in the Invoice, the Customer is solely responsible for paying all Taxes directly to their local tax authority.

28.7 **Disputed Invoices**

28.7.1 The Customer must notify the Supplier in writing of any disputed Invoice within ten (10) Business Days of receipt, specifying the nature of the dispute.

28.7.2 The undisputed portion of the Invoice shall be paid in accordance with this §28. The Parties shall work in good faith to resolve the dispute promptly.

28.8 **Additional Charges for Usage-Based Services**

28.8.1 If the Customer exceeds the agreed disk storage space or CSP resource limits for any cloud-based applications, the Supplier may charge for excess usage in accordance with its then-current Fees.

28.8.2 Recurring Fees for SaaS solutions based on CSP resources assume specific usage levels. The Supplier may charge the Customer for any additional CSP resources required.

28.9 **Refunds**

Except as expressly provided in these Conditions or required by Law, all payments made under these Conditions are final and non-refundable, and in accordance with §29 (Refund Policy).

28.10 **Survival**

The provisions of this §28 shall survive the termination or expiration of these Conditions to the extent necessary to address payment obligations incurred prior to such termination.

29. REFUND POLICY

29.1 A Private Consumer Customer (§2.33.2) has the right to withdraw from the purchase of Products and/or Services within fourteen (14) calendar Days of the Effective Date, without giving any reason. Unless prohibited by applicable Law, this right of withdrawal shall not apply once the Private Consumer Customer has begun the download of, accessed, or otherwise used the Product or Service, where the Customer hereby acknowledges that such use forfeits their withdrawal right in accordance with applicable consumer protection Laws.

29.2 Private Sector Business Customers (§2.33.1) and Public Sector Customers (§2.35) are not entitled to the withdrawal period described in §29.1, as such cooling-off rights apply only to Private Consumers (§2.33.2) under applicable consumer protection Laws. Nothing in this section shall be interpreted as extending consumer rights to Customers not qualifying as Private Consumers.

29.3 Unless otherwise provided by Law or by a particular offer detailed explicitly in the Order Form, all purchases are final and non-refundable.

29.4 The right to refund does not extend to Products or Services that have been consumed through download or used by the Customer in anyway, except as explicitly required by Law.

29.5 For more information or to initiate a refund request, please contact i2 Group's Support team identified in the Documentation.

29.6 Nothing in this §29 shall affect the Customer's statutory rights under applicable Law, and any other rights that cannot be lawfully excluded, or as expressly stated in these Conditions.

29.7 If the Supplier exercises its right to terminate these Conditions for convenience under §20.4.1 during an active Term, the Customer shall be entitled to a pro-rata refund of any prepaid Fees corresponding to the unused portion of the Term following the effective date of termination, provided:

29.7.1 The Customer has complied with all payment obligations due up to the termination date.

29.7.2 The refund excludes any amounts attributable to one-time charges, usage-based services, or Services that have already been fully delivered or consumed.

For the avoidance of doubt, this Section 29.7 shall not apply to License Fees, subscription fees, reinstatement fees or other Software-related fees governed by the applicable EULA unless expressly stated otherwise in the applicable Order Form.

29.8 Any eligible refund under §29 shall be processed within thirty (30) calendar days of the effective termination date, to the original method of payment or another method agreed in writing.

30. FORCE MAJEURE

30.1 Definition of Force Majeure

For the purposes of these Conditions, "**Force Majeure**" refers to any event or circumstance beyond a Party's reasonable control that prevents or materially delays the performance of its obligations under these Conditions. Such events include, but are not limited to:

30.1.1 Acts of God, natural disasters, earthquakes, hurricanes, floods, wildfires, or pandemics.

30.1.2 War (declared or undeclared), armed conflict, terrorism, civil unrest, or riot.

30.1.3 Governmental actions, restrictions, laws, regulations, sanctions, embargoes, or orders.

30.1.4 Labour disputes, strikes, lockouts, or other industrial disturbances (excluding those affecting only the affected Party's workforce).

30.1.5 Cyberattacks, denial-of-service attacks, or other systemic internet or IT disruptions not reasonably preventable by the affected Party.

30.1.6 Failures of utilities, telecommunications, or transport networks outside the affected Party's reasonable control.

30.2 Effect of Force Majeure

If a Force Majeure event prevents a Party from performing its obligations:

30.2.1 The affected Party shall not be considered in breach of these Conditions, nor liable for any delay or non-performance, provided that:

30.2.1.1 It promptly notifies the other Party in writing of the Force Majeure event, including its expected duration and impact.

30.2.1.2 It uses commercially reasonable efforts to mitigate the effects of the event.

30.2.2 The time for performance shall be extended by the duration of the Force Majeure event.

30.3 **Exclusions**

Force Majeure does not relieve either Party of its payment obligations under these Conditions, unless the Force Majeure event directly and demonstrably prevents the Customer from making payment through all available reasonable means.

30.4 **Termination for Extended Force Majeure**

30.4.1 If a Force Majeure event continues for more than thirty (30) consecutive calendar days and materially frustrates the performance of these Conditions, either Party may terminate these Conditions by giving written notice, setting out the grounds for termination, in accordance with §20.

30.4.2 Upon such termination, the Customer shall pay all accrued Fees and Expenses up to the effective date.

30.4.3 Each Party shall be released from further obligations under these Conditions, except for those expressly stated to survive termination.

30.5 **No Liability for Third-Party Failures**

The Supplier shall not be liable for performance failures of Third-Party Services, CSPs, or other third-party vendors where such failures arise from a Force Majeure event affecting those third parties, as further described in §27.

30.6 **Duty to Mitigate**

Each Party shall use reasonable commercial efforts to:

30.6.1 Attempt Workarounds to the Force Majeure event.

30.6.2 Resume performance of its obligations as soon as reasonably practicable.

30.7 **Survival**

The provisions of this §30 shall survive termination to the extent necessary to deal with the ongoing consequences of the Force Majeure event.

31. EQUITABLE REMEDIES

31.1 **Acknowledgement of Irreparable Harm**

The Customer acknowledges and agrees that any actual or threatened breach of the provisions of these Conditions relating to Confidential Information (§17), Intellectual Property Rights (§26), or Use restrictions (§2.46), excluding software use which is governed and enforced exclusively under the applicable EULA, may cause irreparable harm to the Supplier, for which monetary damages alone may be an insufficient remedy.

31.2 **Right to Equitable Relief**

In the event of such breach or threatened breach, the Supplier shall be entitled, without the requirement to post bond or other security (to the extent permitted by Law), to seek equitable remedies including temporary, preliminary, or permanent injunctive relief, in addition to any other legal or equitable remedies available.

31.3 **No Limitation of Remedies**

The availability of equitable relief under this §31 shall not limit the Supplier's right to pursue any other legal remedies, including but not limited to claims for damages, specific performance, or contractual termination, under these Conditions or applicable Law.

31.4 **Survival**

The rights and obligations in this §31 shall survive termination or expiry of these Conditions, including for breaches that occur after such termination.

31.5 **Customer Liability**

Subject to §4, the Customer shall indemnify and hold the Supplier harmless from any loss, damage, liability, or cost (including reasonable legal fees) resulting from a breach of its obligations under §17 (Confidentiality), §26 (Ownership and Intellectual Property Rights), or §2.46 (Use), without prejudice to any equitable remedies available to the Supplier.

31.6 **Non-Exclusivity**

The remedies set out in this §31 are cumulative and non-exclusive, and may be exercised independently or in combination with any other rights or remedies available at Law or in equity.

32. EXPORT COMPLIANCE AND SANCTIONS

32.1 Compliance with Export Laws

32.1.1 The Products, Services, and related technology provided under these Conditions may be subject to export control laws, sanctions regimes, and other applicable restrictions under the laws and regulations of the United States, the United Kingdom, the European Union, and other relevant jurisdictions (collectively, "**Export Laws**").

32.1.2 The Customer agrees to comply fully with all applicable Export Laws in connection with its access to and use of the Products and Services.

32.2 **Restrictions on Use and Access**

The Customer represents and warrants that it, its Affiliates, and Authorised Users:

32.2.1 Are not located in, established in, or ordinarily resident in a jurisdiction subject to comprehensive trade sanctions or embargoes, including but not limited to those imposed by the United Nations, United States, United Kingdom, or European Union.

32.2.2 Are not listed on, or owned or controlled by any person listed on, any applicable government restricted party lists, including without limitation:

32.2.2.1 The U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List (SDN List); maintained by: Office of Foreign Assets Control (OFAC), U.S. Department of the Treasury.

32.2.2.2 The U.S. Department of Commerce Denied Persons List; maintained by: Bureau of Industry and Security (BIS), U.S. Department of Commerce.

32.2.2.3 The UK Sanctions List; maintained by: UK Office of Financial Sanctions Implementation (OFSI), HM Treasury.

32.2.2.4 The EU Consolidated Financial Sanctions List; maintained by: European External Action Service (EEAS).

32.2.3 Will not use the Products or Services for any prohibited or unlawful purposes under Export Laws, including in connection with the development, manufacture, or use of nuclear, chemical, or biological weapons, or missile technology.

32.2.4 Will not export, re-export, transfer, or grant access to the Products or Services to any jurisdiction or person restricted under Export Laws without obtaining all required authorisations from the relevant governmental authorities and prior written consent from the Supplier.

32.3 **Supplier's Right to Suspend or Terminate**

The Supplier reserves the right to suspend or terminate the Customer's access to the Products or Services without liability if it reasonably believes the Customer is in breach of this §32 or is the subject of any sanctions or restrictions under applicable Export Laws.

32.4 **Customer Obligations**

The Customer shall:

32.4.1 Promptly notify the Supplier if it or any of its Authorised Users become subject to any export-related restrictions or sanctions that could impact compliance with these Conditions.

32.4.2 Subject to §4, indemnify, defend, and hold harmless the Supplier and its Affiliates from and against any losses, liabilities, penalties, fines, or expenses (including legal fees) arising from the Customer's or its Authorised Users' violation of Export Laws.

32.5 **Survival**

The obligations set out in this §32 shall survive termination or expiry of these Conditions to the extent necessary to ensure compliance with applicable Export Laws.

33. NOTICES AND COMMUNICATION

33.1 **Form of Notices**

33.1.1 All notices, requests, consents, or other communications required or permitted under these Conditions (collectively, "**Notices**") shall be in writing and delivered by one of the following methods:

33.1.1.1 Personal delivery.

33.1.1.2 Courier service with proof of delivery.

33.1.1.3 Certified or registered mail, postage prepaid, with return receipt requested.

33.1.1.4 Electronic mail (email), provided that the email includes a confirmation of receipt.

33.1.2 Notices relating to legal matters, including but not limited to those concerning Privacy and Data Processing, Termination, Indemnification, or Equitable Relief, must be delivered by personal service, courier with proof of delivery, or certified/registered post. Delivery by email is not permitted for such notices under any circumstances.

33.2 **Address for Notices**

The Addresses provided in the Order Form as applicable to the Supplier and Customer shall be used as the chosen location to address all such notices, unless otherwise agreed by the Parties in accordance with §33.4.

33.3 **Deemed Received**

Notices shall be deemed received:

33.3.1 On the date of delivery, if delivered personally or by courier.

33.3.2 On the fifth (5th) Business Day after mailing, if sent by certified or registered mail.

33.3.3 On the date of successful transmission, if sent by email during the recipient's localised Business Hours (based on their designated address on the Order Form, unless updated in accordance with §33.4), or on the next Business Day if sent outside of Business Hours.

33.4 **Updates to Contact Information**

33.4.1 Supplier and Customer Contact Information may be subsequently updated by written notice to the other Party from time to time.

33.4.2 Each Party is responsible for providing the other Party with updated contact information as necessary to ensure proper receipt of Notices.

33.4.3 Failure to update Contact Information may result in the Notice being deemed undeliverable, without fault to the notifying Party. Failure to update Contact Information shall not invalidate otherwise properly delivered Notices made in reliance on the last known address on file.

33.5 **Routine Communications**

Routine communications, such as operational updates or general inquiries related to the Products or Services, may be sent via email or other electronic means and do not require formal notice under this §33.

33.6 **Opt-out Notices**

Opt-out notices under §9 must comply with the requirements in this §33, and email notices are subject to confirmation of receipt.

33.7 **Legal Notices Identification**

Notices related to termination, material breach, indemnification claims, or other legal matters must be explicitly identified as 'Legal Notice' and comply with the formal requirements outlined in this §33.

33.8 **Language of Notices**

All Notices must be in the English language, and in accordance with §34.10.1.

33.9 **Supplier Platform/Portal**

The Supplier may implement a secure customer portal or ticketing system to manage Notices related to service support, downtime notifications, and routine operational matters. Use of such a platform for these purposes shall not replace the formal notice methods required under this §33.

33.10 **Survival**

The obligations set forth in this §33 shall survive the termination or expiration of these Conditions to the extent necessary to ensure effective communication of post-termination obligations.

34. MISCELLANEOUS PROVISIONS

34.1 **Entire Conditions**

34.1.1 These Conditions, including the Order Form, Documentation, SOWs, and any incorporated policies or terms, constitutes the entire agreement between the Parties with respect to its subject matter.

34.1.2 It supersedes all prior agreements, understandings, or representations, whether oral or written, relating to the same. Each Party acknowledges that it has not relied on any statement or representation not expressly set out in these Conditions.

34.2 **Amendments**

34.2.1 The Supplier reserves the right to modify these Conditions, including the Documentation, in accordance with §25 (Updates and Changes to the Conditions).

34.2.2 Material changes will be communicated to the Customer through reasonable means, including notices within the Products or Services.

34.2.3 Continued use of the Products or Services after such changes take effect constitutes acceptance of the revised Conditions.

34.2.4 Otherwise, these Conditions may not be amended or modified except by a written instrument signed by duly authorised representatives of both Parties.

34.3 **Waiver**

34.3.1 Failure or delay by either Party to enforce any term or condition of these Conditions shall not constitute a waiver of that term or condition, nor shall it affect the Party's right to enforce it later.

34.3.2 Any waiver must be in writing and signed by the Party granting the waiver.

34.4 **Severability**

34.4.1 If any provision of these Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

34.4.2 The Parties agree to negotiate in good faith to replace the invalid provision with a valid and enforceable provision that most closely achieves the original intent.

34.5 **Assignment**

34.5.1 Neither Party may assign or transfer any of its rights in these Conditions, in whole or in part, without the prior written consent of the other Party.

34.5.2 Any attempted assignment in violation of this provision shall be null and void.

34.5.3 Notwithstanding the above, either Party may assign these Conditions in their entirety to an Affiliate or as part of a merger, acquisition, or sale of substantially all assets, provided that the assigning Party provides written notice to the other.

34.6 **Independent Contractors**

34.6.1 The Parties are independent contractors, and nothing in these Conditions shall create any agency, partnership, joint venture, or employment relationship between them.

34.6.2 Neither Party has authority to bind or obligate the other Party without prior written consent of the other Party.

34.7 **No Third-Party Beneficiaries**

34.7.1 These Conditions are intended solely for the benefit of the Parties and their respective successors and permitted assigns.

34.7.2 No other person or entity shall have any rights or remedies under these Conditions.

34.7.3 For the avoidance of doubt, to the extent prohibited by Law, the Contracts (Rights of Third Parties) Act 1999 of the United Kingdom shall not apply to these Conditions.

34.7.4 Similar third-party rights exclusions shall apply under equivalent statutes or doctrines in other jurisdictions, unless expressly agreed otherwise in writing.

34.8 **Survival of Obligations**

Any provisions of these Conditions that by their nature are intended to survive termination or expiration, shall survive such termination or expiration.

34.9 **Facsimile Counterparts and E-Signatures**

34.9.1 These Conditions may be executed with the Order Form in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

34.9.2 Signatures delivered electronically or via facsimile shall be deemed binding for all purposes.

34.10 **Language and Interpretation**

34.10.1 In the event of discrepancies between any potential transcriptions/translations of these Conditions or any communications between the Parties, the English language version shall prevail.

34.10.2 Section titles and headings are for convenience only and shall not affect the meaning or interpretation of these Conditions.

35. ALTERNATIVE TERMS

35.1 Precedence of Supplier's Conditions

35.1.1 The Supplier's Conditions, as incorporated by reference in the Order Form, or applicable SOW, shall apply exclusively between the Parties.

35.1.2 Any additional or conflicting terms proposed by the Customer, whether in a purchase order, acknowledgement, or other communication, shall have no effect and are expressly rejected, notwithstanding any contrary language therein, unless expressly agreed and signed in writing by an authorised representative of the Supplier.

35.1.3 The commencement of performance, including delivery of software or provision of services, shall not be deemed acceptance of any unilateral Customer terms.

35.2 Legacy Terms and Conditions

If the Supplier (or its Affiliate) and the Customer (or its Affiliate) have any existing agreements in place prior to the Effective Date ("**Legacy Conditions**") concerning products or services similar to the Products or Services under these Conditions, then, as of the Effective Date:

35.2.1 The Parties agree that these Conditions shall supersede and replace such Legacy Conditions in their entirety, unless otherwise expressly agreed in writing.

35.2.2 Each Party represents that it is authorised to act on behalf of its relevant Affiliate(s) with respect to such replacement.

Exhibit A

Professional Services Terms

1. APPLICABILITY OF THIS EXHIBIT

1.1 This Exhibit A applies to all Statements of Work ("**SOW(s)**") agreed between the Supplier and the Customer for the provision of Professional Services.

1.2 The specific project description, objectives, scope of work, Deliverables (defined below), milestones, fees, payment arrangements, acceptance criteria, and project assumptions shall be as specified in the applicable SOW.

1.3 In the event of conflict between this Exhibit A and the main body of the Conditions, this Exhibit A shall prevail in respect of the Professional Services only.

1.4 For the purposes of this Exhibit A, the following term shall have the meaning set out below:

1.4.1 "**Deliverable(s)**" means the specific outputs, work products, documentation, configurations, reports, software components, training materials, or other items to be created, developed, or provided by the Supplier as part of the Professional Services, as described in the applicable SOW. Deliverables shall:

1.4.1.1 Be provided solely for the Customer's internal business Use.

1.4.1.2 Not be shared with third parties without the Supplier's prior written consent.

1.4.1.3 Be subject to acceptance procedures and revision limits as set out in this Exhibit A.

1.4.1.4 Be licensed to the Customer on a non-exclusive, non-transferable basis, subject to full payment of applicable fees.

1.4.2 For the avoidance of doubt, this licence does not apply to any software, binaries, or software components, which are governed exclusively by the applicable EULA.

1.4.3 Unless otherwise specified in this Exhibit A, or as specified in the SOW, capitalised terms not defined in this Exhibit A shall have the meanings given in the Conditions.

2. SUPPLIER'S OBLIGATIONS

2.1 The Supplier shall perform the Professional Services with reasonable skill, care and diligence, and in accordance with generally accepted industry standards.

2.2 The Supplier shall assign suitably qualified personnel to deliver the Professional Services and reserves the right to subcontract provided that it remains liable for subcontractor performance.

2.3 The Supplier shall comply with all Laws applicable to the delivery of the Professional Services.

3. CUSTOMER OBLIGATIONS

The Customer shall:

3.1 Cooperate fully and in good faith with the Supplier, providing timely decisions, instructions, information, approvals and access to personnel, premises, equipment, systems, and data, as reasonably required for the Professional Services being performed.

3.2 Ensure its infrastructure and technical environment meet the Supplier's specified minimum requirements.

3.3 Obtain and maintain all third-party software, i2 Group Licences, other Licences, consents, and authorisations necessary for the Supplier to perform the Professional Services.

3.4 Ensure that data provided by the Customer is accurate, complete, and lawful.

3.5 Provide such other support as may be reasonably necessary for the timely performance of the Professional Services.

3.6 Acknowledge that timely delivery of the Professional Services is contingent upon the validity of assumptions set out in the applicable SOW, including data accuracy, availability of internal resources, compatibility of infrastructure, and third-party cooperation. Any deviation from these assumptions may result in a Change Form being required.

4. PROJECT MANAGEMENT, CHANGE CONTROL, AND DELAYS

4.1 The Customer and Supplier shall each appoint a project owner responsible for day-to-day oversight and coordination of the Professional Services.

4.2 The project owner(s) shall meet or otherwise communicate at agreed intervals to review progress against the project schedule.

4.3 Unless otherwise specified in writing (including in the form of an email notice), the Party's project owner will be the Party's contact as specified in the Order Form.

4.4 Any changes to the SOW (including scope, deliverables, assumptions, milestones, timetable, fees, or resource requirements) shall only take effect once agreed in writing by both Parties in the form of a Change Form (or an equivalent to the sample form provided herein).

4.5 Any additional or conflicting terms proposed by the Customer, whether in a purchase order, acknowledgement, or other communication, shall have no effect and are expressly rejected, unless expressly agreed and signed in writing by an authorised representative of the Supplier.

4.6 Where a delay arises due to the Customer's acts or omissions (including, but not exhaustively, any failure to provide information, infrastructure, approvals, or cooperation), the Supplier shall be entitled to:

4.6.1 An extension of time.

4.6.2 Reimbursement of additional costs reasonably incurred as a result of the delay.

5. DELIVERABLES AND ACCEPTANCE

5.1 Deliverables will be described in the applicable SOW.

5.2 Unless otherwise specified in the SOW:

5.2.1 The Supplier will present Deliverables for acceptance upon completion of the relevant milestones, or completion of the scope of the Professional Services. The User Acceptance Testing (UAT) phase shall commence immediately upon the initial delivery of the applicable Deliverables, and acceptance shall be deemed where no specific written feedback is provided within the timeframes established in §5.2.2.

5.2.2 The Customer shall notify the Supplier in writing within ten (10) Business Days of delivery if any Deliverables fail to materially conform to the SOW, specifying the reasons for non-acceptance.

5.2.3 In the absence of such written notification, the Deliverables shall be deemed accepted following expiry of the ten (10) Business Day period.

5.2.4 The Supplier shall have a reasonable period to rectify any notified deficiencies and re-submit the Deliverables for acceptance.

5.2.5 The Supplier will accommodate up to two (2) rounds of revisions for each Deliverable.

5.2.6 Any additional revisions beyond the second (2nd) round may be subject to additional charges, to be agreed in writing between the Parties.

5.3 Deliverables may only be used in accordance with §1.4.1 Deliverables definition or as otherwise agreed by the Supplier in writing.

6. ON-PREMISE INSTALLATION (IF APPLICABLE)

6.1 The Customer is responsible for ensuring that all infrastructure, including hardware, software, operating systems, and network configurations, meets Supplier's pre-installation requirements as communicated in writing.

6.2 The Customer shall provide Supplier with secure access to all systems, facilities, and third-party licences required for installation.

6.3 If Supplier is unable to complete installation due to Customer infrastructure deficiencies or access restrictions:

6.3.1 The Supplier may charge for additional time and expenses incurred.

6.3.2 Any agreed project schedule shall be adjusted accordingly.

6.4 The Customer shall be responsible for conducting User Acceptance Testing post-installation. The Supplier will address any reported issues within the ten (10) Business Day notification period.

6.5 If no issues are reported by the Customer within ten (10) Business Days following installation, the installation shall be deemed accepted.

7. TRAINING (IF APPLICABLE)

7.1 Scope of Training

7.1.1 If applicable, the Supplier may provide training services related to the use, configuration, or implementation of the Product or Services ("**Training**").

7.1.2 All Training shall be considered as a Professional Service and will be subject to such applicable terms herein unless specified otherwise in an applicable SOW, which shall specify the scope, format, duration, and fees for such Training to be valid.

7.1.3 Where Training is specified in the SOW:

7.1.3.1 The Customer shall provide appropriate facilities for on-premise Training or ensure access to conferencing platforms for online Training.

7.1.3.2 The Supplier may charge separately for travel, accommodation, and subsistence related to onsite Training, subject to the Customer's prior written approval as specified in the applicable SOW.

7.1.3.3 The Supplier grants the Customer a non-exclusive, non-transferable licence to use all Training materials solely for internal purposes.

7.1.3.4 The Customer shall not record or distribute Training sessions or materials without the Supplier's prior written consent.

7.2 General Training Provisions

7.2.1 Delivery Method

Training may be delivered in person, virtually, or via self-paced materials, as agreed in the applicable SOW.

7.2.2 Participants

Training is intended solely for the Customer's Authorised Users, with duly allocated licences and access, and may not be recorded, reproduced, or shared without the

Supplier's prior written consent, for which the Supplier reserves the right to charge additional fees for such additional distribution, as may be detailed in the applicable SOW.

7.2.3 **Customisation**

Unless otherwise agreed in the SOW, Training shall be provided in a standard format based on the Supplier's training materials. Any customisation or tailored Training may be subject to additional fees.

7.2.4 **Prerequisites**

The Customer is responsible for ensuring that attendees meet any prerequisite technical knowledge, system access, or software requirements necessary to participate in the Training.

7.2.5 **Attendance and Rescheduling**

7.2.5.1 If a Training session is cancelled or rescheduled by the Customer, the Supplier reserves the right to charge cancellation or rescheduling fees, as follows, unless otherwise specified in the applicable SOW:

7.2.5.1.1 Cancellation within seventy-two (72) hours of the scheduled session:

100% of the total session cost.

7.2.5.1.2 Cancellation within seven (7) calendar days but more than seventy-two (72) hours:

Up to 100% of the total session cost, depending on the resources committed.

7.2.5.1.3 Cancellation within fourteen (14) calendar days but more than seven (7) days:

Up to 50% of the total session cost.

7.2.5.2 These fees may include the costs of all committed resources and any reasonable out-of-pocket expenses incurred by the Supplier.

7.2.6 **No Certification or Guarantees**

7.2.6.1 Training is provided for knowledge transfer purposes only and does not constitute an official certification programme unless expressly stated in the applicable SOW or Order Form.

7.2.6.2 The Supplier makes no guarantees regarding the Customer's ability to achieve specific business outcomes, compliance, or proficiency following Training.

7.2.6.3 Certification programmes must be purchased separately and are subject to the Certification Programme requirements in Exhibit D.

7.3 **Disclaimers**

7.3.1 Training is provided on an "*as-is*" basis, without warranties or guarantees of uninterrupted availability.

7.3.2 The Supplier shall not be responsible for any errors, misinterpretations, or misuse of information presented during Training sessions.

7.3.3 The Supplier's liability in relation to Training shall be subject to the limitations of liability set out in the Conditions in accordance with §21 (Warranty Disclaimer and Limitation of Liability) of the Conditions.

8. SUPPORT SERVICES (IF APPLICABLE)

8.1 Where post-implementation support is included in the SOW, the Support will be provided remotely during Business Hours for the Supplier unless otherwise agreed.

8.2 Additional support services outside of scope may be made available subject to a separate agreement. All such additional services will require additional fees and are subject to availability.

9. FEES, EXPENSES, AND PAYMENT

9.1 Fees shall be set out in the SOW.

9.2 Unless expressly stated otherwise:

9.2.1 Supplier may invoice as specified in the applicable SOW, or as the case may be, on the completion of milestones as scheduled in the SOW.

9.2.2 Expenses incurred in delivering the Professional Services (including travel, accommodation, subsistence, and third-party costs) shall, upon written agreement between the Parties, be recoverable provided they are reasonably and properly incurred. Expenses (including travel, accommodation, and living costs) may include an administrative uplift of up to five percent (5%) of the cost as agreed in the applicable SOW.

9.2.3 All invoices are payable within thirty (30) calendar days of the invoice date.

9.3 Late payments will entitle the Supplier to:

9.3.1 Suspend all Services, Professional Services, and Product access and use.

9.3.2 Charge interest in accordance with the Conditions §28.4.3.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights in Supplier software, tools, methodologies, know-how, and any materials used or made available for the Training, shall remain the exclusive property of Supplier or its licensors.

10.2 Subject to payment of all applicable fees, Supplier grants to Customer a non-exclusive, non-transferable, royalty-free licence to Use the Deliverables solely for internal business purposes, unless specified otherwise in the applicable SOW.

10.3 No source code is provided unless expressly agreed in writing by the Supplier. For the avoidance of doubt, nothing in the Deliverables or Services shall be interpreted as a transfer or licensing of source code or other proprietary tooling used in the creation of Deliverables.

11. DATA PROTECTION

11.1 Each Party shall comply with applicable Data Protection Laws established in the Conditions §17 (Privacy and Data Processing).

11.2 Where Supplier processes personal data on behalf of the Customer, the Parties shall comply with §17, or may enter into a duly executed separate data processing agreement consistent with applicable Laws.

12. WARRANTIES

12.1 Supplier warrants that:

12.1.1 Deliverables will conform in all material respects to the SOW requirements.

12.1.2 Supplier does not warrant that Deliverables will be error-free or uninterrupted.

12.1.3 All other warranties, conditions, or terms implied by Law are excluded to the fullest extent not prohibited by Law.

13. PROFESSIONAL SERVICES LIMITATION OF LIABILITY

13.1 To the fullest extent not prohibited by Law, the Supplier's total aggregate liability to the Customer arising out of or in connection with any Professional Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the total fees actually paid by the Customer to the Supplier under such SOW.

13.2 Under no circumstances shall the Supplier be liable to the Customer for any:

13.2.1 Loss of profits.

13.2.2 Loss of revenue.

13.2.3 Loss or corruption of data.

13.2.4 Loss of business opportunity.

13.2.5 Loss of anticipated savings.

13.2.6 Indirect, special, incidental, punitive or consequential loss or damage arising out of or in connection with this SOW, whether or not foreseeable, and whether or not the Supplier was advised of the possibility of such losses.

13.3 Nothing in the SOW shall limit or exclude the Supplier's liability for:

13.3.1 Death or personal injury caused by its negligence.

13.3.2 Fraud or fraudulent misrepresentation.

13.3.3 Any other liability that cannot be lawfully limited or excluded under applicable Law.

14. TERMINATION (PROFESSIONAL SERVICES-SPECIFIC)

14.1 Either Party may terminate the Professional Services under an SOW:

14.1.1 For material breach not remedied within thirty (30) calendar days of notice.

14.1.2 Where permitted under the Conditions.

14.1.3 By written agreement.

14.2 Upon termination:

14.2.1 The Customer shall pay all fees for Professional Services performed up to the effective date of termination.

14.2.2 Licences granted for Deliverables shall terminate immediately.

14.2.3 Customer shall return or destroy all Supplier Confidential Information and Deliverables.

15. PROFESSIONAL SERVICES DISPUTE RESOLUTION

15.1 The Parties shall attempt in good faith to resolve any dispute arising under this Exhibit A or the Professional Services between the project owners.

15.2 If the dispute is not resolved within twenty (20) Business Days, the Parties shall escalate the matter to senior representatives for resolution.

15.3 If unresolved, either Party may initiate proceedings in accordance with §15 (Governing Law) in the Conditions.

16. AUDIT AND COMPLIANCE

The Supplier reserves the right to audit the Customer's Use of any deliverables or materials provided as part of the Professional Services, in accordance with Conditions §10.4 (Audit Rights), to ensure compliance with the Conditions.

17. OPEN SOURCE SOFTWARE (IF APPLICABLE)

17.1 This section applies only to any open source software included in the definition of Prerequisites ("OSS"). OSS that the Supplier may install, update, access, or otherwise use on behalf of the Customer under this SOW is licensed and distributed by the respective OSS distributors and/or copyright or other rights holders under their own applicable Licence terms.

17.2 The Supplier is not a licensee, licensor, or distributor of such OSS, and performs any associated work solely on behalf of the Customer.

17.3 Notwithstanding anything to the contrary in the Agreement or the SOW:

17.3.1 The Supplier makes no express or implied warranties or representations with respect to any OSS.

17.3.2 No indemnities shall apply in relation to OSS.

17.3.3 The Supplier grants no express or implied patent or other Licences in respect of any OSS.

17.3.4 The Supplier shall have no liability for any loss or damages arising out of the Customer's use of OSS.

17.4 Any modification to, or creation of derivative works from, any OSS is outside the scope of the SOW.

18. CHANGE FORM

The following shall be the default format that the Parties shall use to perform a change to the Professional Services. The Change Form shall refer to the SOW and Order Form to be effective. The Parties shall agree and duly execute a Change Form (as below, or equivalent) to make any adjustments or modifications to the SOW.

Change Form:

Project Name: .....
Supplier Owner: .....
Customer Owner: .....
Change Form Date: .....

SAMPLE

This Change Form represents a formal amendment to the original scope of work outlined in the Statement of Work (SOW) **annexed to this Change Form as ANNEX 1**. This Change Form, once duly completed and executed shall be incorporated into the SOW, thereby constituting a legally binding amendment.

1. **Description of the Change:**

   [Please provide a detailed description of the change being requested, including the reason for the change, the impact on the project, the proposed solution, and any associated costs or timelines.]

2. **Current State:**

   [Please provide a description of the current state of the project, including the project scope, timeline, and budget.]

SAMPLE

3. **Proposed State:**

   [Please provide a description of the proposed state of the project, including the revised project scope, timeline, and budget.]

4. **Impact Analysis:**

   [Please provide a detailed analysis of the impact of the proposed change on the project, including any changes to the project scope, timeline, or budget, and any associated risks or issues.]

5. **Adjustments:**

   [Please specify any additional resources, including and additional Fees or Expenses, or other requirements to achieve the change.]

6. **Approval:**

   [Please indicate whether the change request has been approved or denied, and provide the reason for the decision.]

7. **Signature:**

   The Parties have read and agree to the terms and conditions in this Change Form.

   By signing below, the undersigned represents and warrants that they have the authority to enter into this Change Form on behalf of their respective organisations, and that their signatures constitute a binding and enforceable agreement effective on the Change Form Date.

SAMPLE
INVALID SIGNATORY BLOCK

For and on behalf of **Customer**		For and on behalf of **Supplier**	
Signed:	.....	Signed:	.....
Name:	.....	Name:	.....
Title:	.....	Title:	.....

Exhibit B

List of Sub-processors and applicable CSPs

THE FOLLOWING SUB-PROCESSORS AND/OR CSPS APPLY:

- Amazon Web Services EMEA SARL, ("AWS Europe") - AWS Service Terms: available at https://aws.amazon.com/service-terms/, as accessible on 29th May 2025.

Exhibit C

CERTIFICATION PROGRAMME (IF APPLICABLE)

1. SCOPE OF THE CERTIFICATION PROGRAMME

1.1 If applicable, the Supplier may provide training and certification services (the "**Certification Programme**") that allow individuals ("**Certified Individual(s)**") to obtain recognition of their skills in using the Supplier's software.

1.2 The Certification Programme is a paid service between the Customer and the Supplier, subject to these Conditions, the applicable Order Form, and any additional terms set out in the Certification Programme documentation as may be provided during the Certification Programme.

1.3 Upon successful completion of the Certification Programme, Certified Individuals may display their certification, including the Supplier's certification badge and logo, strictly in accordance with the Certification Usage and Branding Guide (to be available via Supplier portal or upon request from the Supplier).

1.4 Certification is granted to individuals, not organisations, and is non-transferable.

1.5 The Supplier reserves the right, at its sole discretion, to modify, withdraw, or update the Certification Programme, including certification requirements, validity periods, and renewal conditions.

2. SOFTWARE LICENSING FOR TRAINING AND CERTIFICATION

2.1 Existing Licensing Requirement:

Participation in the Certification Programme does not grant the Customer or Certified Individual any right to use the Supplier's software beyond the terms of an existing valid Software License Agreement.

2.2 Customer-Provided Licensing:

The Customer is responsible for ensuring that any software used during training and certification is properly licensed under an active agreement with the Supplier.

2.3 Training Use Licensing (If Applicable):

2.3.1 Where the Supplier provides limited access to software for training purposes:

2.3.1.1 Access is time-limited to the designated training period and terminates immediately upon completion of training.

2.3.1.2 The software may only be used in a non-commercial training environment.

2.3.1.3 This training access is provided on a temporary, evaluation-only basis, and shall not be construed as a commercial License or right to Use the software for production or operational activities.

2.3.1.4 Any breach of these conditions may result in immediate revocation of certification and potential legal action for unauthorised software use.

2.3.1.5 Restrictions on Software Use:

The Customer and Certified Individuals must not:

2.3.1.5.1 Use the Supplier's software provided for training for commercial, operational, or production purposes.

2.3.1.5.2 Copy, distribute, modify, or reverse-engineer any software used during training.

2.3.1.5.3 Grant access to the training software to unauthorised third parties.

3. AUDIT RIGHTS:

To the extent not prohibited by Law, the Supplier reserves the right to audit software usage during certification training, subject to reasonable prior notice and limited to verifying compliance with the Certification Programme licensing conditions.

4. CERTIFICATION USAGE AND BRANDING

4.1 Permitted Use:

Certified Individuals may publicly display their certification (e.g., LinkedIn, resumes, company websites) only in accordance with the Certification Usage and Branding Guide.

4.2 Prohibited Use:

Certified Individuals and Customers must not:

4.2.1 Modify, alter, or misuse the Supplier's certification logo without written approval.

4.2.2 Use certification to imply partnership, endorsement, or affiliation with the Supplier.

4.2.3 Display the certification logo in a misleading, defamatory, or unlawful manner.

5. REVOCATION OF CERTIFICATION

The Supplier may revoke certification at any time if:

5.1 The Certified Individual or Customer violates the Conditions or any applicable Order Form.

5.2 Certification was obtained fraudulently.

5.3 The Certification Programme is discontinued or replaced.

5.4 The Supplier reserves the right to immediately revoke certification and pursue injunctive or legal remedies in the event of continued misuse after written notice.

6. COMMERCIAL TERMS

6.1 Fees:

Certification fees are payable as set out in the Order Form and must be paid in full before access to the Certification Programme is granted.

6.2 No Refunds:

Certification fees are final and non-refundable, except where explicitly agreed in writing by the Supplier.

7. CERTIFICATION VALIDITY AND RENEWAL

7.1 Certifications are valid for three (3) years from the date of issuance, as specified in the applicable Certification Programme documentation.

7.2 Certified Individuals must recertify before expiry to maintain active certification status.

7.3 Expiration and Grace Period:

7.3.1 If a certification is not renewed before expiry, it will become inactive.

7.3.2 A six-month grace period ("**Grace Period**") is provided, during which the Certified Individual may recertify without retaking the full certification exam.

7.3.3 During the Grace Period, the certification shall be treated as suspended. The Certified Individual must not represent certification status as active or current unless and until renewal is completed.

7.3.4 After the Grace Period, the individual must restart the certification process, including completing full training and examination requirements.

8. RECERTIFICATION OPTIONS

Certified Individuals may renew their certification using one of the following methods:

8.1 **Option 1**: Renewal Exam (Primary Method)

8.1.1 Certified Individuals may take a recertification exam to demonstrate continued proficiency.

8.1.2 The renewal exam will be shorter and updated, focusing on new features, best practices, and software updates.

8.1.3 The exam must be completed before certification expiry.

8.1.4 Fee: The renewal exam is offered at a discounted rate. Please consult with the appointed i2 Group contact or '*Raise a ticket*' via: https://i2group.com/support.

8.2 **Option 2**: Continuing Education Credits ("**CEUs**")

8.2.1 Certified Individuals may earn CEUs in place of a renewal exam.

8.2.2 CEUs must be obtained within the certification validity period.

8.2.3 A minimum of 20 CEUs is required for recertification.

8.2.4 CEUs may be earned through the following activities:

8.2.4.1 i2 Advanced Training Course = 10 CEUs per course

8.2.4.2 i2 Online Module = 5 CEUs per module

8.2.4.3 Industry Event Speaker (i2 software) = 5 CEUs per event

8.2.4.4 Published Article/Case Study = 5 CEUs per publication

8.2.4.5 Hands-on Lab Training (i2 Sandbox) = 5 CEUs per lab

8.2.4.6 i2 User Conference Attendance = 10 CEUs per event

8.2.5 CEU Submission:

Certified Individuals must submit proof of completed CEUs through the Certification Portal, subject to the Supplier's approval.

8.3 **Option 3**: Recertification Workshop

8.3.1 Certified Individuals may attend a Recertification Workshop, which includes live training, hands-on exercises, and an assessment.

8.3.2 Successful completion of the workshop automatically renews certification.

8.4 Recertification Fees and Process

8.4.1 Recertification Fees:

8.4.1.1 Renewal Exam Fee:

50% of the full certification exam price.

8.4.1.2 CEU Processing Fee:

£50 per recertification cycle.

8.4.1.3 Recertification Workshop Fee:

Varies by location and format, subject to quotation.

8.4.2 Renewal Process:

8.4.2.1 Certified Individuals will receive renewal reminders three (3) months before expiry.

8.4.2.2 Individuals must select and complete their recertification method before expiry.

8.4.2.3 Upon recertification, the validity is extended for another three (3) years.

9. CERTIFICATION PROGRAMME - LIMITATION OF LIABILITY AND DISCLAIMERS

9.1 This Certification Programme is a commercial training and recognition service and does not constitute formal academic, government, or ISO-accredited certification unless explicitly stated.

9.2 No Warranty or Guarantee:

9.2.1 The Supplier makes no guarantees regarding:

9.2.1.1 The acceptance of certification by third parties.

9.2.1.2 The effectiveness of certification in achieving business or career objectives.

9.3 Certification Programme Limitation of Liability:

9.3.1 The Supplier's total liability under the Certification Programme is limited to the fees paid by the Customer for certification.

9.3.2 The Supplier is not liable for:

9.3.2.1 Loss of business, revenue, or opportunities related to certification.

9.3.2.2 Any misuse of the certification logo by the Customer or Certified Individual.

9.4 Certification Programme Indemnification:

Subject to §4 of the Conditions, the Customer agrees to indemnify and hold the Supplier harmless from claims arising from:

9.4.1 Misuse of software during training, certification, or recertification.

9.4.2 Unauthorised display of Supplier's certification branding.

9.4.3 False representations made regarding certification status.

Exhibit D

TEMPLATE
SDK DEVELOPMENT PROJECT – BUSINESS CASE DOCUMENT
(To be completed and submitted for each Developer License request)

1. PROJECT OVERVIEW

Project Title	[Enter descriptive title for the unique development project]
Project Reference (if applicable)	[Optional: internal reference or ID]
Project Description	[Provide a high-level summary of the SDK development work and its purpose]
Intended Use	[Describe how the plug-in or tool will interact with i2 Analyst's Notebook; specify features used]
Internal Business Purpose	[Explain the internal benefit or operational purpose of the development]
Is the project non-commercial?	☐ Yes
	☐ No (if "No", provide details of the Commercial Use Justification below)
Commercial Use Justification (if applicable)	[Provide details if any form of commercial deployment is planned]

2. TECHNICAL SCOPE

Development Team Members	[List names and roles of individuals who will have access to the SDK]
Development Environment(s)	[Describe the infrastructure used for SDK deployment (e.g., dev machines, VMs)]
Number of Developer Machines	[Enter number]
Third-Party Tools or Libraries	[List any third-party components used during development, including open source]
Estimated Start Date	[DD/MM/YYYY]
Estimated Completion Date	[DD/MM/YYYY]

3. COMPLIANCE ACKNOWLEDGEMENTS

Statement	**Confirmation**
The SDK will be used only for internal development and non-commercial testing purposes.	☐ Confirmed
No reverse engineering or extraction of underlying IP will be attempted.	☐ Confirmed
Access to the SDK will be limited to the named development team and devices.	☐ Confirmed
The Customer has read, understood, and accepts the terms of §1.2.2.3 of the Conditions and the restrictions therein.	☐ Confirmed
The Customer will maintain secure handling and storage of the SDK.	☐ Confirmed

4. APPROVALS

Customer Declaration

I confirm that the information above is accurate, and the development project complies with the applicable Developer License terms:

Customer Entity Name:	
Authorized Contact Name:	
Role/Title:	
Email:	
Date:	
Signature:	

5. SUPPLIER REVIEW AND DECISION

Supplier Review and Decision (For Supplier Internal Use Only)

Reviewed By	[Name]
Date Received	[DD/MM/YYYY]
Approved	☐ Yes
	☐ No
	☐ Requires Clarification
Reviewer Comments	[Optional – add clarifications or restrictions]
Supplier Authorized Signatory	
Date of Decision	[DD/MM/YYYY]

Exhibit E

Non-Qualifying Jurisdictions for Governing Law and Dispute Resolution

1. PURPOSE AND SCOPE

1.1 This Exhibit forms part of the Conditions and supports the application of §15 (Governing Law) in the Conditions by identifying jurisdictions that at the time of drafting do not meet the minimum standards of legal adequacy, enforceability, and judicial independence required under §15.1.2 of the Conditions for the purposes of determining an acceptable Customer Jurisdiction.

1.2 The jurisdictions listed below are considered by the Supplier to present one or more of the following risks:

1.2.1 Lack of an independent and functioning judiciary.

1.2.2 Inability to enforce contractual rights or foreign judgments.

1.2.3 Absence of due process or procedural fairness.

1.2.4 Significant international sanctions, embargoes, or restrictions on trade and legal enforceability, including those issued under UK, EU, US (OFAC/EAR), or UN regimes.

1.3 The list at §2 of this Exhibit E, is a non-exhaustive list, and is provided for transparency and risk management purposes only and may be amended by the Supplier from time to time to reflect legal, regulatory, geopolitical, or operational changes.

2. LIST OF NON-QUALIFYING JURISDICTIONS

2.1 The following jurisdictions are currently designated as "**Non-Qualifying**" for the purposes of §15.1.2 of the Conditions:

2.1.1 Iran

2.1.2 North Korea

2.1.3 Syria

2.1.4 Russia

2.1.5 Belarus

2.1.6 Cuba

2.1.7 Venezuela

2.1.8 Afghanistan

2.1.9 Myanmar

2.1.10 Zimbabwe

2.1.11 Eritrea

2.1.12 South Sudan

2.1.13 Haiti

2.1.14 Central African Republic

2.1.15 Democratic Republic of Congo

2.1.16 Libya

2.1.17 Yemen

2.1.18 Pakistan

2.1.19 Iraq

2.1.20 Palestinian Territories

2.1.21 Lebanon

2.1.22 Nigeria

2.2 For the avoidance of doubt, any jurisdiction that, in the reasonable opinion of the Supplier, does not meet the minimum standards set out in §15.1.2 of the Conditions, including but not limited to those listed in §2 of this Exhibit F, shall be deemed a 'Non-Qualifying Jurisdiction' for the purposes of §15 (Governing Law), irrespective of whether it is expressly named herein.

3. LEGAL EFFECT

3.1 If the Customer's address (as set out in the Order Form) falls within a Non-Qualifying Jurisdiction, the governing law and jurisdiction shall automatically default to the jurisdiction of the Supplier's principal place of business, in accordance with §15.1.4 of the Conditions.

3.2 This Exhibit shall be interpreted in accordance with the Conditions and updated periodically by the Supplier. Any updates shall be effective upon publication or written notice to the Customer.

3.3 Where legally required or appropriate, the Supplier will make reasonable efforts to notify the Customer of such updates via email or update to the Documentation. Any continued Use of the Products or Services after such update shall constitute acceptance of the revised list.

Exhibit F

Charitable, Educational, and Academic Research Use Terms

1. PURPOSE AND SCOPE

1.1 This Exhibit F sets out the supplementary terms that apply to the use of the Supplier's Products and Services by eligible Customers engaged in charitable, educational, or academic research activities.

1.2 These terms apply to both direct and indirect contracting models (e.g. sublicensing or access granted through third-party contracts), and supplement the main Conditions.

1.3 They do not override the Conditions unless expressly stated otherwise.

2. ELIGIBILITY CRITERIA

2.1 Customers must be able to demonstrate qualification as one of the following:

2.1.1 Charitable Institutions:

Registered charities, foundations, non-profits, or similar entities regulated by a recognised body (e.g. UK Charity Commission).

2.1.2 Educational Institutions:

Publicly accredited universities, colleges, schools, or technical training institutes.

2.1.3 Academic Research Bodies:

Research labs, innovation hubs, or non-commercial think tanks formally affiliated with a qualifying institution under §2.1.2.

2.1.4 Public Interest Training Organisations:

Non-commercial public sector initiatives with a training or development mission.

2.2 The Supplier may request supporting evidence including:

2.2.1 Regulatory accreditation documents.

2.2.2 Governing documents/charters.

2.2.3 Confirmation of non-commercial status and intended use.

2.3 All organisations must also complete a declaration confirming:

2.3.1 That the Product will not be used in connection with commercial consultancy, fee-paying work, or any profit-generating activity.

2.3.2 That the term of use is educational, public interest, or research-only in nature.

3. LICENSE MODEL AND PRICING

3.1 The Supplier may offer, at its sole discretion:

3.1.1 Free License:

Zero-cost use for approved initiatives;

3.1.2 Discounted License:

Reduced-rate access where charitable or academic public benefit is demonstrated.

3.2 Licenses will be limited to internal use and shall not include:

3.2.1 Sublicensing.

3.2.2 Commercial data analysis.

3.2.3 Paid courses, services, or partnerships (that involve revenue generation, commercial consultancy, or co-branded paid offerings).

3.3 The license shall not exceed one (1) year (based on the anniversary), unless explicitly renewed in writing by the Supplier.

4. PERMITTED MODELS AND RECORD-KEEPING

4.1 Institutions may act as:

4.1.1 Principal Customer; or

4.1.2 Approved Subcontractor or Affiliate, but only where traceable, auditable usage logs, and appropriate controls are in place.

4.2 All access must be:

4.2.1 Requested via a named contact.

4.2.2 Governed by a signed usage declaration.

4.2.3 Fulfilled to an identifiable department, server or institution site.

5. RESEARCH USE CLAUSE

5.1 Research centres or academic units affiliated with qualifying institutions may receive access under the terms of this Exhibit if the research is:

5.1.1 Non-commercial (i.e. publicly funded, grant-based, or institutionally sponsored).

5.1.1.1 Intended for academic dissemination, public policy, or societal benefit.

5.1.1.2 Clearly scoped and disclosed in advance.

5.2 Such use is subject to:

5.2.1 Providing the name of the academic body.

5.2.2 Identifying the responsible department and lead researcher.

5.2.3 Disclosure of any third-party funding (including from government or philanthropic sources).

5.2.4 Clear articulation of how the software will be used and by whom.

5.3 The Supplier reserves the right to review, restrict, or revoke such use where:

5.3.1 The research is monetised.

5.3.2 The organisation no longer meets eligibility.

5.3.3 External partners are involved without prior approval.

6. APPLICATION CHECKLISTS AND SUBMISSION

As part of any application for licensing under this Exhibit, Customers must provide:

6.1 Full legal name, address, and regulatory body.

6.2 Confirmation of jurisdiction and use territory (including overseas operations).

6.3 Course/research title and relevance to i2 Group software.

6.4 Details of nominated IT fulfilment and administrative contacts.

6.5 Description of intended use, number of users, delivery method (online/in-person), and platform (server/laptop/desktop).

6.6 Confirmation of any NDA requirements for confidential research.

6.7 Statement on teaching or analytical capability to use i2 software effectively.

6.8 The Customer shall retain all submitted materials and correspondence related to the license application and usage for a minimum of three (3) years and shall produce these upon request by the Supplier.

7. MARKETING AND PUBLICITY CONSENT

7.1 In consideration for reduced-fee or free access, the Customer agrees:

7.1.1 To provide one Testimonial (defined as follows) upon request. For which, "**Testimonial**" means a written or recorded statement provided by or on behalf of the Customer, which:

7.1.1.1 Expressly identifies the Customer and describes the nature and impact of its use of the Supplier's Products or Services.

7.1.1.2 Includes measurable outcomes or qualitative benefits, such as improvements in operations, research effectiveness, educational delivery, or public value.

7.1.1.3 May contain direct quotes, named endorsements, or executive commentary suitable for public use.

7.1.1.4 Is provided in a format agreed with the Supplier, including at least one of the following:

7.1.1.4.1 a written case study (minimum 300 words).

7.1.1.4.2 a named quote with job title and organisation.

7.1.1.4.3 a video/audio recording (minimum 30 seconds).

7.1.1.4.4 a joint webinar, article, or panel appearance.

7.1.1.5 Grants the Supplier a worldwide, royalty-free, perpetual License to reproduce, publish, and distribute the Testimonial for promotional, marketing, investor, or public relations purposes across all media formats, with appropriate attribution.

7.1.2 That the Supplier may name the institution in marketing materials.

7.1.3 To reasonably cooperate with case study or success story development.

7.2 §9 (Opt-Out Rights) of the Conditions shall not apply to use cases that are charitable or educational in nature, including those related to research. Where the Customer requests to exercise an opt-out right in connection with such a use case, the Customer shall, by default, be moved to a charged pricing model, subject to the applicable and current pricing terms.

8. AUDIT AND COMPLIANCE

8.1 The Supplier reserves the right to conduct an audit of the Customer's usage of the Products and Services no more than once per calendar year, or at any time upon notice where the Supplier has a reasonable basis to believe a material change has occurred in the Customer's eligibility or usage.

8.2 If the audit reveals that the Customer has been using the Products or Services in a manner inconsistent with the declared charitable, educational, or academic purpose:

8.2.1 The Supplier may convert the applicable license to a standard commercial license, and apply prevailing commercial pricing.

8.2.2 The Supplier may invoice the Customer for the difference in fees between the charitable/academic rate and the applicable commercial rate, for the full duration of such unauthorised use.

8.2.3 The Customer shall pay such amounts within thirty (30) calendar days of invoice, without prejudice to any other legal or equitable remedies available to the Supplier.

8.2.4 Terminate the license in accordance with the Conditions.

8.2.5 The Supplier may also terminate the License without audit where a material breach of these terms is established through other means.

9. TERMINATION

Breach of this Exhibit F, including misrepresentation of eligibility or improper commercial use, constitutes a material breach under §20.4.2.1 of the Conditions and entitles the Supplier to immediate termination.