

GENERAL TERMS AND CONDITIONS

1) Scope

1.1) The terms and conditions contained in these general terms and conditions (the “**General Terms and Conditions**” or the “**GTCs**”) govern the legal relationship between Eatron Technologies Limited, a company registered in England and Wales with company number 11013848 whose registered office is at Unit 11a, The Innovation Centre, Warwick Technology Park, Warwick, CV34 6UW, United Kingdom (“**Eatron**”) and the customer specified as the “Customer” in a relevant order form (“**Order Form**”). Eatron and the Customer shall hereafter together be the “**Parties**” and each a “**Party**”.

1.2) The Parties anticipate entering into one or more transactions (each a “**Transaction**”) over the cloud and computer storage infrastructure (“**Cloud Environment**”) operated by Amazon Web Services (AWS) called the AWS marketplace (the “**AWS Marketplace**”). The Parties agree that such Transaction or Transactions will be governed by these General Terms and Conditions and an Order Form setting out the services (“**Eatron Services**”) to be provided by Eatron pursuant to the Transaction. The Order Form which is signed and submitted by the Customer to Eatron shall constitute a binding offer to enter into an agreement with Eatron relating to the provision of the Eatron Services identified in the Order Form. Eatron may accept such offer (and thereby establish a binding contract) by countersigning the Order Form. A Party’s electronic signature or transmission of any document by electronic means will be deemed to bind such Party as if signed and transmitted in physical form.

1.3) In the event of any inconsistency between the provisions of an Order Form and these General Terms and Conditions, such Order Form will prevail for the purpose of the relevant Transaction. The General Terms and Conditions together with an Order Form, or if more than one Order Form, Order Forms, shall be referred to as the “**Agreement**”.

2) Use of the Eatron Services

Eatron will make the Eatron Services available to the Customer and its employees or agents or its Affiliates or other individuals or customers of the Customer (each an “**Authorised User**”) selected by the Customer to access and use the Eatron Services in accordance with the terms and conditions of this Agreement and an applicable Order Form. Customer shall use the Eatron Services solely for the Customer’s or their Affiliate’s internal business purposes. (“**Affiliates**” shall mean with respect to a Party any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with such Party).

3) Eatron’s Obligations

3.1) Eatron will provide the Eatron Services as specified in a relevant Order Form. Eatron shall be entitled to determine the manner and means of performing and providing the Eatron Services at its own reasonable discretion provided that the Eatron Services meet the requirements set out in the Order Form. Unless otherwise agreed in an Order Form, the Eatron Services shall be standard services which Eatron may make available to numerous customers. Eatron may from time to time improve, modify, extend and enhance the Eatron Services (while retaining their core functions as may be specified in an Order Form).

3.2) Where Eatron as part of the Eatron Services makes available to the Customer, computer software and any associated programmes including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new

releases and new versions of the Eatron Software ("**Eatron Software**") and data bases, concepts, documents, presentations delivering the functions comprising the Eatron Services, (collectively with the Eatron Software the "**Eatron Materials**") which Eatron provides, or is obligated to provide, as part of the Eatron Services, Eatron grants to the Customer for the term of the Agreement subject to and on condition of payment by the Customer of the Subscription Fees as provided for under Section 6 of this Agreement, a non-exclusive, royalty free, non-transferable licence to access and use the Eatron Materials in accordance with the relevant Eatron Service.

3.3) Eatron shall be responsible for (a) the operation of the Cloud Environment controlled by Eatron or by an external user (as may be defined where appropriate by amendment to this Agreement) and used pursuant to the Agreement; and (b) the Eatron Software used to operate the Eatron Services.

3.4) Eatron shall implement reasonable administrative, physical, and technical safeguards to protect the security of the Eatron Software and shall, without limiting the foregoing, maintain certification to ISO/IEC 27001:2013 or equivalent or greater standards during the term of this Agreement.

3.5) In the provision of the Eatron Services, Eatron may use open source software components which may be subject to specific open sources licence terms. If legally required, Eatron makes such licence terms available at: www.eatron.com.

4) Intellectual Property

4.1) The Customer acknowledges that all patents, utility models, rights to inventions, copyright and related rights, trade-marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world ("**Intellectual Property Rights**") in the Eatron Materials belong and shall belong to Eatron, and the Customer shall have no title or rights of ownership, copyright or any other intellectual property in the Eatron Materials, including all upgrades, modifications, new versions and releases in or to the Eatron Software, other than the right to use it in accordance with the terms of the Agreement.

4.2) Any drawings and technical documents relating to the Transaction submitted by one Party to the other, prior or subsequent to the conclusion of the Agreement, shall remain the sole and exclusive property of the submitting Party and shall be treated as confidential information by the receiving Party, and may be utilised only for work performed pursuant to the Agreement. Any Intellectual Property Rights made by each Party's workers as a result of work carried out under the Agreement shall be each Party's sole and exclusive property.

4.3) Except as specifically provided in the Agreement, Customer in whole or in part, may not: (a) copy the Eatron Materials, in whole or in part; (b) permit access to the Eatron Materials to any third party, or distribute to any third party copies in whole or in part of the Eatron Materials; (c) modify, adapt, translate, make alterations to or make derivative works based on the Eatron Materials or any part thereof; (d) except as permitted by the laws of England and Wales ("**Applicable Law**"), decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of software that is part of the Eatron Materials; (e) use, rent, loan, sub-license,

lease, distribute or attempt to grant other rights to any part of the Eatron Materials to third parties; or (f) use the Eatron Materials to act as a consultant, service bureau or application service provider.

4.4) Customer may make a reasonable number of copies of user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials (“**Documentation**”) related to the Eatron Materials which Eatron publishes or provides under the Agreement as necessary to use the Eatron Services in accordance with the rights granted under the Agreement, provided that the Customer includes all proprietary legends and other notices on all copies. Eatron retains all rights not expressly granted to Customer under the Agreement.

4.5) With respect to a Customer’s Affiliates or a Customer’s Contractors (“**Contractors**” shall mean any third-party contractor of a Party) which Customer allows to use the Eatron Materials: (a) Customer remains responsible for all obligations hereunder arising in connection with such Customer’s Affiliate’s or Customer’s Contractor’s use of the Eatron Materials; and (b) Customer agrees to be directly liable for any act or omission by such Customer’s Affiliate or Customer’s Contractor to the same degree as if the act or omission were performed by the Customer such that a breach by a Customer’s Affiliate or a Customer’s Contractor of the provisions of the Agreement will be deemed to be a breach by the Customer. The performance of any act or omission under the Agreement by a Customer’s Affiliate or a Customer’s Contractor for, by or through the Customer will be deemed the act or omission of the Customer.

4.6) As between the Parties, Customer shall retain all ownership, including without limitation, Intellectual Property Rights, in Customer’s data and other information, (“**Customer Data**”). Customer grants to Eatron a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Eatron to provide the Eatron Services to Customer or as otherwise agreed by the Customer in writing.

5) Customer’s Obligations

5.1) The Customer will not intentionally use the Eatron Materials, to: (a) store, download or transmit infringing or illegal content, or any viruses, “Trojan horses” or other harmful code; or (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity.

5.2) The Customer shall reasonably support Eatron in the provision of the Eatron Services as further set out in an Order Form. In addition, the Customer shall provide Eatron with access to Customer Data, systems, personnel and premises as reasonably required by Eatron for the provision of the Eatron Services.

5.3) The Customer shall ensure that Customer Data it transmits to Eatron (to include but not limited to uploading it in the platforms or systems or computing or storage device, or network (the “**Systems**”) of Eatron) relating to use of the Eatron Services, complies with Applicable Law and in particular does not infringe third party Intellectual Property Rights or data privacy rights.

5.4) If to use the Eatron Services the Customer needs to connect to the Eatron Systems, the Customer will be responsible for establishing and maintaining the data connection between the interface of the relevant Eatron Systems to the internet and the Customer’s Systems.

5.5) The Customer shall appoint an experienced employee as its project lead as set out in an Order Form who shall co-ordinate and supervise all Customer activities related to the Eatron Services.

5.6) If the Customer fails to perform the activities for which it is responsible, then the obligations of Eatron which cannot be rendered without such activity or only by incurring disproportionate additional expenses shall be suspended for the duration of such default. Additional expenses caused thereby shall be reimbursed by the customer to Eatron on a time and material basis applying the rates set out in the Order Form.

5.7) No shrink-wrap, click-acceptance or other terms and conditions outside of the Agreement provided with any Eatron Materials or any part thereof ("**Additional Terms**") will be binding on the Customer, even if use of the Eatron Materials, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Eatron Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by the Customer in their entirety.

5.8) Customer hereby acknowledges and agrees that it shall be responsible for (a) ensuring that each Authorised User has their own credentials, protecting those credentials, and not permitting any sharing of credentials; and (b) your Authorized User's compliance with this Agreement; and (c) securing any Customer Cloud Environment, and System owned or operated by the Customer; and (d) backing up all data ("**Customer Content**") processed by Eatron on your behalf in the course of providing the Eatron Services; and (e) configuring the Eatron Services in an appropriate way taking into account the sensitivity of the Customer Content that the Customer chooses to process using the Eatron Services, including any data that the Customer shares with or receives from third parties.

5.9) Customer shall use commercially reasonable efforts to ensure that its Authorized Users review the parts of Documentation relevant to Customer's use of the Eatron Services and any security information published by Eatron and referenced therein that is designed to assist the Customer in securing Customer Content.

5.10) Customer agrees and acknowledges that any risks associated with all use of the Eatron Services by an Authorised User under an Authorised User's account (including for the payment of Subscription Fees related to such use), whether such action was taken by an Authorised User or by another party, and whether or not such action was authorised by an Authorised User, provided that such action was not (1) taken by Eatron or by a party acting under the direction of Eatron, or (2) an action by a third party that Eatron should reasonably have prevented.

5.11) Customer will not, and will not permit any Authorised Users to use the Eatron Services other than in accordance with the Documentation. Furthermore Customer will not, and will not permit any Authorised Users to copy, modify, disassemble, decompile, reverse engineer, or attempt to view or discover the source code of the Eatron Services, including the Eatron Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by the Agreement or by law.

5.12) Customer will not, and will not permit any Authorised Users to (a) sell, resell, license, sublicense, distribute, rent, lease, or otherwise provide access to the Eatron Services to any third party except to the extent expressly authorised in writing by Eatron; and (b) use the Eatron Services to develop or offer a service made available to any third party that could reasonably be seen to serve as a substitute for such third party's possible purchase of any Eatron Services; and (c) transfer or assign any of Customer's rights hereunder except as expressly permitted in writing by Eatron; and (d) during any free trial period (if any) granted by Eatron, including during the use of any feature of the Eatron Services that is clearly designated as "beta", "experimental", "preview" or similar, that is provided prior to general commercial release, and that Eatron at its sole discretion offers to Customer, and Customer at its sole discretion elects to use ("**Beta Service**"), use the Beta Service for any purpose

other than to evaluate whether to enter into a subscription on the terms of this Agreement for the Eatron Services.

5.13 Customer acknowledges that the Eatron Services may be implemented in a manner that divides the Eatron Services between the Customer's Cloud Environment and Eatron's Cloud Environment, and that, in such instances, each Party must undertake certain technical and organisational measures in order to protect the Eatron Services and the Customer Content.

5.14 Customer agrees that it will not include in Customer Content any data for which the Customer does not have all rights, power and authority necessary for its collection, use and processing as contemplated by this Agreement.

5.15 Eatron provides the Eatron Services according to different architectural models (e.g. models where computing resources are deployed into Customer's Cloud Environment and models where computing resources are deployed into Eatron's Cloud Environments) depending on the specific feature being used by the Customer, as further described in the Documentation. Accordingly, Customer acknowledges and agrees that different parts of the Eatron Services are and may in the future be subject to changes reflected in the Documentation or terms and conditions that provide for different rights and responsibilities of the Parties for their use.

6) Subscription Fees

6.1) The Customer will make each payment of subscription fees ("**Subscription Fees**") specified in an Order Form, subject to the other provisions of the Agreement. Customer shall not be entitled to withhold or reduce any payments of the Subscription Fees due because of alleged claims against Eatron. Subscription Fees specified in an Order Form shall be payable in pounds sterling (£) and will exclude VAT.

6.2) Subscription Fees are based on the assumption that the Eatron Services will commence on the date confirmed by Eatron and will be performed according to the time schedule referenced in the Order Form.

6.3) Subscription Fees do not include, unless stated otherwise: (a) licence and/or engineering fees levied by component or system supplier(s); (b) materials and components supplied by component or system supplier(s); (c) unforeseen and unplanned charges due to delays or additional work caused by the Customer and/or component or system supplier(s); (d) effect(s) of revisions of the Eatron Services requested by the Customer and agreed to by Eatron and (e) travel, accommodation and subsistence costs for Customer's personnel participating in meetings and witnessing of results at Eatron's registered office.

6.4) Unless otherwise expressly stated in an Order Form and / or under "Special Terms" in the Order Form, all payments for the Eatron Services supplied pursuant to the Agreement are due within 30 (thirty) days net upon receipt of Eatron's invoice. Interest will be charged on overdue accounts at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998. In case of delayed payment, Eatron is, in addition to the interest charged, entitled to postpone its own obligations under the Agreement until receipt of the payments due.

6.5) All payments under the Agreement will be made without any deduction or withholding for or on account of any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) ("**Tax**") that is imposed by any government or other taxing authority in respect of any payment under the Agreement unless such deduction or

withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a Party is so required to deduct or withhold, then that Party ("**Withholding Party**") will promptly notify the other Party ("**Other Party**") of such requirement, pay to the relevant authorities the full amount required to be deducted or withheld promptly upon determining that such deduction or withholding is required and pay to the relevant authorities the full amount required to be deducted or withheld. The Withholding Party shall pay to the Other Party such additional amount as is necessary to ensure that the net amount actually received by the Other Party (free and clear of Tax, whether assessed against the Withholding Party or the Other Party) will equal the full amount that the Other Party would have received had no such deduction or withholding been required.

7) Delivery

7.1) Dates and time periods set out in an Order Form or communicated otherwise by Eatron are non-binding estimates unless it is expressly stated in an Order Form that they are binding.

7.2) If delay in delivery of any part of the Eatron Services is caused by any of the circumstances mentioned in Section 9 of these General Terms and Conditions (Force Majeure) or by an act or omission of the Customer, the time for delivery shall be extended by a period which is reasonable considering all the circumstances.

8) Third Party Intellectual Property Rights

8.1) Eatron shall use reasonable efforts to determine that the Eatron Materials will not infringe any Intellectual Property Rights of third parties.

8.2) In the event that use by the Customer of the Eatron Materials leads to a claim against the Customer alleging infringement of a third party's Intellectual Property Rights, Customer shall give Eatron immediate notice in writing of any such claim. Eatron shall provide Customer with reasonable non-financial assistance in the defence of any such claim. If the use by the Customer of the Eatron Materials is permanently enjoined by reason of an infringement of a valid third party's Intellectual Property Right, Eatron will use commercially reasonable efforts to modify or replace the Eatron Materials or any part thereof, so that any alleged or adjudged infringement is removed, or Eatron may obtain a licence from the third party who is the owner of the Intellectual Property Right enabling continuance by the Customer to use the Eatron Materials.

8.3) Eatron's obligation as set out above at Section 8.2 of these General Terms and Conditions is conditional upon being notified of any claim of infringement of a third party's Intellectual Property Right within 12 months from the Termination Date of the Agreement.

8.4) Notwithstanding the foregoing, Eatron shall not be responsible for any compromise or settlement made without its prior written consent, or for infringements of combination or process patents covering the use of the Eatron Materials in combination with other goods or materials not furnished by Eatron. The foregoing Sections 8.2 and 8.3 of these General Terms and Conditions state the entire liability of Eatron for infringement of a third party's Intellectual Property Rights and in no event shall Eatron be liable for (i) any direct damages or consequential damages attributable to an infringement of a third party's Intellectual Property Rights; Customer's costs of litigation and/or (ii) negotiation, or compensation of any damages awarded to third parties.

8.5) Section 8.2 of these General Terms and Conditions constitutes the Customer's exclusive remedy and Eatron's only liability in respect of claims pursuant to Section 8.2 of these General Terms

and Conditions. Eatron shall not be liable, and Customer shall hereby indemnify and hold Eatron harmless against all losses and expenses incurred by Eatron as a result of any claim for infringement of any Intellectual Property Rights of third parties relating to any Eatron Materials furnished by Eatron to Customer, based on drawings, designs or specifications proposed or supplied by Customer.

9) Indemnity

9.1) Subject to Section 9.3 below, Customer shall defend Eatron against any claim, demand, suit or proceeding made or brought against Eatron by a third party (a **"Claim Against Eatron"**) (a) arising from or related to Customer's use of the Eatron Services in breach of any Applicable Law, the rights of a third party, or the Agreement, (b) arising from or related to Customer Content or its use with the Eatron Services, (c) to the extent that Eatron alleges that any information and/or materials Customer or its Affiliates has provided to Eatron for Eatron to perform the Eatron Services (**"Customer Materials"**), or the use of Customer Materials with the Eatron Services, infringes or misappropriates such third party's Intellectual Property Rights, and / or (d) arising from any instructions provided by Customer to Eatron in the creation by Eatron of any work product, deliverables, reports, databases, analyses, recommendations, programs, applications, or other documentation or inventions provided, created, or developed by Eatron in the performance of the Eatron Services (**"Eatron Deliverables"**) (each (a)-(d) a **"Data Claim"**), and will indemnify Eatron from and against any damages, legal fees and costs finally awarded against Eatron to the extent they are based upon, or for amounts paid by Eatron under a settlement approved by Customer in writing of, a Data Claim against Eatron.

9.2) Subject to Section 9.3 below, the foregoing Section 9.1 states the entire obligation of Eatron (and its licensors as relevant) with respect to any alleged or actual infringement or misappropriation of Intellectual Property Rights by the Eatron Services.

9.3 As a condition to the Customer's obligations under this Section 9, Eatron will: (a) promptly notify the Customer of the claim for which Eatron is seeking indemnification (but late notice will relieve Customer of its obligation to indemnify only to the extent that it has been materially prejudiced by the delay); (b) grant the Customer sole control of the defence (including selection of a suitably proficient professional law firm) and settlement of the claim; (c) provide the Customer, at the Customer's expense, with all assistance, information and authority reasonably required for the defence and settlement of the claim; and (d) preserve and will not waive legal, professional or any other privilege attaching to any of the records, documents, or other information in relation to such claim without prior notification of consent by the Customer. The Customer will not settle any claim in a manner that does not fully discharge the claim against Eatron or that imposes any obligation on, or restricts any right of, Eatron without Eatron's prior written consent, which may not be unreasonably withheld or delayed. Eatron has the right to retain a suitably proficient professional law firm at the Customer's expense, to participate in the defence or settlement of any claim. The Customer will not be liable for any settlement or compromise that Eatron enters into without the Customer's prior written consent.

10) Warranties

10.1) Each Party warrants that it is validly entering into the Agreement and has the legal authority to do so.

10.2) Except as expressly provided in the Agreement, Eatron warrants that it has good title or is authorised to license the Eatron Materials to the Customer.

10.3) Eatron warrants to the Customer that (a) the Eatron Software licensed to the Customer as part of the Eatron Materials will substantially conform to the functionality described in the relevant specification in the Order Form and (b) Eatron will use commercially reasonable efforts in accordance with industry standards to prevent the transmission of malware or malicious code via the Eatron Services; and (c) the Eatron Services will be provided to the Customer in a professional and workmanlike manner consistent with industry standards.

10.4) Eatron further warrants that the Eatron Services will at the time of delivery be in compliance with Applicable Law and, for the avoidance of doubt, no warranty is given as to compliance with any other law, standards and regulations, save for Applicable Law (or as may otherwise be agreed in writing between the Parties).

10.5) Eatron provides no other warranties express, implied or statutory, including, without limitation, the implied warranties of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose with respect to the Eatron Materials.

10.6) Customer represents and warrants that as to the Customer Materials, the Customer has necessary rights or permissions for its collection, use and processing as contemplated by the Agreement. Customer further represents and warrants that the Customer Materials will not contain, except as otherwise specified in an Order Form, any (1) bank, credit card or other financial account numbers or login credentials, (2) social security, tax, driver's licence or other government-issued identification numbers, or (3) health information identifiable to a particular individual.

10.7) The Customer agrees that, in entering into the Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in the Agreement) that it shall have no remedy in respect of such representations and (in either case) Eatron shall have no liability in any circumstances otherwise than in accordance with the express terms of the Agreement.

10.8) Customer acknowledges that the efficacy of the Eatron Software licensed to the Customer as part of the Eatron Materials will be dependent upon signals/inputs from third parties and Eatron provides no warranty with respect to the availability or accuracy of such signals/inputs. Eatron's liability and Customer's sole remedy for breach of the warranty provided under this Section 10.8 of these General Terms and Conditions shall be as follows: (i) if Customer can demonstrate to Eatron that a defect is exclusively caused by a defect in the Eatron Software then provided that the Customer supplies all the information that may be necessary to assist Eatron in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Eatron to re-create the defect or fault, Eatron shall use commercially reasonable efforts to either or both; (i) correct any errors in the Eatron Software and deliver the corrected Eatron Software to the Customer; or (ii) create a workaround to remedy the defect and deliver such workaround to the Customer. The foregoing states the entire liability of Eatron with respect to breach of the warranty provided in Section 10.3 of these General Terms and Conditions.

10.9) The warranties provided by Eatron in Sections 10.1 to 10.4 (inclusive) are exclusive and in lieu of all other warranties, express, implied or statutory, regarding Eatron, Eatron Services, and the Eatron Deliverables provided hereunder. Eatron specifically disclaims all implied warranties, conditions and other terms, including, without limitation, implied warranties of merchantability, satisfactory quality or fitness for a particular purpose. notwithstanding anything to the contrary herein: (a) any services provided under any free trial period are provided "as-is" and without warranty of any kind; (b) without limitation, Eatron does not make any warranty of accuracy, completeness, timeliness, or non-

interruption, of the Eatron Services or of the Eatron Deliverables; and (c), Eatron is not responsible for results obtained from the use of the Eatron Services or the Eatron Deliverables, or for conclusions drawn from such use. Further, Eatron expressly disclaims any obligation to support, maintain, or update any deliverable after the termination or expiry of the order, unless the parties explicitly agree otherwise in the applicable order.

11) Limitation of Liability

11.1) Except in respect of any breach of the provisions of Section [13] of these General Terms and Conditions, in no event shall any Party be liable for any indirect, special, incidental or consequential damages whether such damages are alleged as a result of tortious conduct (including negligence) or breach of contract or otherwise, even if the other Party has been advised of the possibility of such damages (such damages shall include but shall not be limited to the cost of removal and reinstallation of goods, loss of goodwill, loss of profits, loss or use of data, interruption of business or other economic loss).

11.2) Except as expressly provided under this Section 11.2, the maximum liability of Eatron to the Customer in aggregate for all claims made against Eatron under the Agreement, for breach of contract, in tort, or otherwise under or in connection with the Eatron Services shall not exceed fifty percent (50%) of the Subscription Fees paid by the Customer to Eatron for the preceding twelve months up to the date of such claim. The said threshold shall not apply in the case of wilful misconduct or gross negligence of Eatron, (including resulting in death or personal injury), nor any other liability which may not be excluded by Applicable Law.

12) Force Majeure

In the event Eatron or one of its component or system suppliers is subject to an event of force majeure or an event beyond the control of Eatron or its component or system suppliers, to include but not be limited to war, acts of terrorism, natural disasters, governmental interventions and bans, pandemics, energy and raw-material shortages, strikes, civil unrest, transport damages or delay, Eatron shall be entitled to extend the time of delivery referenced in an Order Form, provided Eatron notifies Customer within 10 (ten) days in writing of such event.

13) Confidentiality

13.1) The Parties are each obliged to treat as confidential all information obtained from the other Party under or in connection with the Agreement which is designated as confidential by the other Party or which is by its nature is clearly confidential including but not limited to the Eatron Materials and not to disclose or convey any such confidential information to any third party without the prior written consent of the other Party.

13.2) The confidential information disclosed to selected suppliers shall be limited to the extent absolutely necessary to enable them to perform their work required in the Agreement. Each Party can use parts of the Transaction results for marketing purposes with the consent of the other Party. Consent for marketing activities will not be unreasonably withheld by either Party.

13.3) Notwithstanding the provisions of this Section 13 of these General Terms and Conditions, Eatron shall be entitled to disclose to its shareholders, investors and prospective investors high level information relating to the terms of the Agreement but, without the prior written consent of the Customer, shall not provide any details of the detailed technical information which may be disclosed

to Eatron by the Customer and shall, in any event, require any such recipient to be subject to an obligation of confidentiality.

14) Data Protection

14.1) The terms of the Data Protection Act 2018 ("**DPA**") are hereby incorporated by reference and shall apply to the processing of Personal Data as described in the DPA. Eatron does not act as a data processor with respect to any data processed by or within any third-party software or service powered by Eatron, and listed at [web page reference] ("**Eatron Powered Service**").

14.2) Eatron will comply with all applicable "Data Protection Laws". For the purposes of the Agreement "**Data Protection Laws**" means laws relating to the use and protection of personal data, and/or to privacy, including the privacy of electronic communications, which are applicable to Eatron (or any part of its business), including the GDPR, Directive 2002/58/EC, the DPA and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them and including where applicable the guidance and code of practice issued by the European Data Protection Board and other supervisory authorities. As used in this Section 11 of these GTCs, "**data subject**", "**personal data**", "**personal data breach**" and "**process**" have the meaning given in Data Protection Laws and "**GDPR**" means in each case to the extent applicable to data processing activities: (i) Regulation (EU) 2016/679; and (ii) UK GDPR ("**UK GDPR**" means Regulation (EU) 2016/679 as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended)).

14.3) Eatron shall comply with its obligations under Data Protection Laws to the extent that it processes any personal data (including personal data relating to any directors, shareholders or investors) in connection with the performance of its obligations under the Agreement.

14.4) In particular, Eatron shall:

14.4.1) not do anything or omit to do anything which would cause another party to be in breach of Data Protection Laws;

14.4.2) only process such personal data to fulfil its obligations set out in the Agreement;

14.4.3) process any Customer personal data fairly, lawfully and transparently and shall provide (and update as appropriate) privacy notices to applicable data subjects which comply with all applicable requirements of the Data Protection Laws;

14.4.4) implement and maintain appropriate data protection policies and procedures concerning the collection, use, storage, retention and security of personal data of the Customer;

14.4.5) promptly inform, and provide such assistance as is reasonably requested by the Customer in respect of any complaint, notice, request, communication, claim, enforcement action (including any fine or other sanction), investigation or other correspondence from any supervisory authority, data subjects, or any other person, relating to a breach or alleged breach of Data Protection Laws;

14.4.6) promptly notify the Customer in writing upon it becoming aware of any actual or suspected personal data breach in relation to any personal data supplied by the Customer and shall, within such timescale to be agreed by the Customer (acting reasonably and in good faith) (i) take

action to investigate the personal data breach and implement any reasonable measures necessary to prevent, mitigate or rectify the effects of the personal data breach and to remedy the personal data breach; and (ii) provide reasonable support to the Customer to make any required notifications to a supervisory authority and affected data subjects;

14.4.7) only transfer personal data to another party located outside of the UK or the European Economic Area in connection with the Agreement provided that either: (a) the transfer is to a country, territory, sector or international organisation in respect of which a valid adequacy decision has been issued by the European Commission or adequacy determined in another valid method under applicable Data Protection Laws; or (b) the recipient party participates in a valid cross border transfer mechanism (such as standard contractual clauses) under the Data Protection Laws so that the recipient party can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the GDPR; or (c) the transfer otherwise complies with the requirements of the GDPR;

14.4.8) treat any personal data provided to it by the Customer or which comes into its possession in connection with the Agreement as Confidential Information.

14.5 Notwithstanding anything to the contrary in this Agreement, Eatron may collect and use Customer Data to develop, improve, operate, and support its products and services. Eatron will not disclose any Customer Data to any third-parties unless (a) it is anonymized and aggregated such that it does not identify the Customer or Customer's Confidential Information; or (b) in accordance with Section 13 (Confidentiality) of this Agreement to perform the Eatron Services.

15) Suspension and Early Termination

15.1) Eatron may temporarily suspend the Customer's access to the Eatron Services if and in so far as Eatron reasonably considers such suspension to be required to stop or reduce a material risk to the Eatron Systems or any Customer Systems or data. Eatron will inform the Customer of such suspension without undue delay and will release the suspension as soon as the risk no longer applies.

15.2) Eatron may temporarily suspend the Customer's access to the Eatron Systems at any time: (i) immediately without notice if Eatron reasonably suspects that the Customer has violated its obligations under Section 5, or Section 12 (Compliance with Laws) in a manner that may cause material harm or material risk of harm to Eatron or to any other party; or (ii) if the Customer (or any third party responsible for making payment on the Customer's behalf) fails to pay undisputed Subscription Fees after receiving notice that the Customer is delinquent in payment.

15.3) If the Agreement is terminated for any reason, Eatron may cancel the Customer's access to the Eatron Services. Upon termination of the Agreement for any reason the Customer will delete all stored elements of the Eatron Services from the Customer Systems.

15.4) Eatron will automatically delete all Customer Content contained within Eatron Systems within thirty (30) days following the cancellation of Customer's right to access the Eatron Services.

15.5) Notwithstanding anything in this Agreement to the contrary, Eatron may suspend or terminate any Eatron Services provided on a month-to-month basis (with payment based only on Customer's usage of the Eatron Services during the billing month) upon thirty (30) days' prior written notice (email sufficient), if Eatron reasonably determines the account is inactive. In such case, Eatron may also delete any Customer Content relating to such Eatron Services that may be stored within the Eatron Systems upon expiration of such notice period.

15.6) Notice under this Section 15 (Suspension and Early Termination) may be provided by email sent to a person the Party providing notice reasonably believes to have responsibility for the other Party's activities under this Agreement.

15.7) Either Party prior to the Termination Date may immediately terminate the Agreement by giving written notice to the other Party if:

15.7.1) a voluntary arrangement is approved, or an administration order is made, or receiver or administrative receiver is appointed over any of the other Party's assets or undertaking or resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order;

15.7.2) the other Party defaults in due performance or observance of any of its material obligations under the Agreement, and (in the case a remedial breach) fails to remedy the breach within 60 (sixty) days of receipt of a written notice to do so.

15.8) In addition to Sections 15.7.1 and / or 15.7.2 of these General Terms and Conditions, Eatron may immediately terminate the Agreement by giving written notice to the Customer, if:

15.8.1) delivery or performance becomes impossible for reasons attributable to the Customer, or is delayed due to such reasons beyond a reasonable grace period established in writing;

15.8.2) the Customer's financial situation has worsened notably after signing the Order Form and the Customer is unable or unwilling to provide adequate security for payment of its financial obligations under the Agreement;

15.8.3) payments are not received when due from the Customer despite Eatron's fulfilment of its obligations and the Customer fails to pay within a reasonable grace period established in writing; or

15.8.4) Eatron has reasonable cause to suspect that the delivery of Products by Eatron or any of its Affiliates or any other performance of the Agreement infringes any sanctions prohibitions or restrictions under resolutions of the United Nations or laws and regulations of the European Union, UK or any other jurisdiction which are applicable to Eatron and/or any of its Affiliates;

15.8.5) the Eatron Materials (including, but not limited to, the Eatron Software) become subject to the restrictions imposed by the EC-Dual-use-Regulation No. 428/2009 as amended after the date of the Agreement if, where required, Eatron does not obtain an export licence under the EC-Dual-use-Regulation.

15.9) In case of early termination prior to the Termination Date, all performances or parts thereof which have already been fulfilled by Eatron, shall be settled and paid according to the contractual provisions of the Agreement. This also applies to deliveries and performances not yet accepted by Customer as well as to any preparatory work undertaken by Eatron.

15.10) Subject to receipt by Eatron of all payment due to it to the date of early termination, the licence of the Eatron Materials delivered to the date of early termination shall continue in full force and effect, but Eatron shall be under no obligation to continue the delivery of all or any of the Eatron Services and each of the Parties shall otherwise be relieved from any future obligations other than the obligation on the Customer to use the Eatron Materials only in accordance with the provisions of the Agreement.

15.11) For the avoidance of doubt, the terms of each of Section 8, Section 9, Section 10, Section 11, Section 13 and this Section 15 and Section 23 shall continue to apply notwithstanding the early termination of the Agreement. Any other consequences resulting from early termination of the Agreement are hereby excluded.

16) Wavier

Any failure by a Party to enforce at any time any term or condition under the Agreement shall not be considered a waiver of that Party's right thereafter to enforce each and every term and condition of the Agreement.

17) Entire Agreement

The Order Form, and these General Terms and Conditions contain the whole agreement between the Parties relating to its subject matter and supersede all prior agreements, arrangements and understandings between the Parties relating to that subject matter.

18) Variation

No variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

19) Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

If any provision or part-provision of the Agreement is deemed deleted under Section 16 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20) Counterparts

The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

21) Third Party Rights

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any person that is not a party to the Agreement.

22) Notices

All notices which are required to be given pursuant to the Agreement shall be in writing and shall be sent to the address of the recipient set out in the Order Form (unless either Party has changed their respective address for service by giving notice of the change to the other Party in accordance with the terms of this Section 18. Any such notice may be delivered personally, by commercial overnight courier or by first class pre-paid airmail letter and shall be deemed to be received if sent by hand or by commercial overnight courier when delivered and, if by first class pre-paid airmail letter, 7 Business Days after the date of posting (excluding the date of posting).

23) Applicable Law and Jurisdiction

23.1) The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

23.2) Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the International Arbitration Centre's Rules, which Rules are deemed to be incorporated by reference into this Section 20 of these GTCs and the following arrangements shall apply: there shall be one arbitrator; and the seat, or legal place, of arbitration shall be London; the language to be used in the arbitral proceedings shall be English; the governing law of the arbitration agreement shall be the substantive law of England and Wales.

Order Form

DATE: [..... /] 202...

PARTIES:

(1) Eatron Technologies Limited, a company registered in England and Wales with company number 11013848 whose registered office is at Unit 11a, The Innovation Centre, Warwick Technology Park, Warwick, CV34 6UW, United Kingdom ("**Eatron**").

(2) [TBA], a company registered in [TBA] with [company] number [TBA] whose registered office is at [TBA] ("**Customer**").

General	
Eatron Representative:	[NAME TBA]: [EMAIL TBA].
Customer Representative:	[NAME TBA]: [EMAIL TBA].
Effective Date:	DD MM YYYY;
Termination Date:	DD MM YYYY
Eatron Services:	[]
Specification:	[]
Subscription Fees:	[] [] []
Special Terms:	[]

The agreement ("**Agreement**") comprises this order form (the "**Order Form**") and the General Terms and Conditions ("**General Terms and Conditions**").

AGREED AND ACCEPTED:

Signed by for and on behalf of EATRON TECHNOLOGIES LIMITED
Director

Signed by [NAME] for and on behalf of
[.....] Director/Authorised Signatory