

AGREEMENT

Subscription Agreement' ("Agreement") defines Over-C terms of sale and the use of the demo. By accepting the terms of this agreement, you warrant that: you have authority to enter into this Agreement with Over-C Limited, 6 Mitre Passage, London SE10 0ER United Kingdom on behalf of the Subscriber and that you have read the terms herein, that, by submitting an agreeing to purchase the Over-C's SaaS Services and/or the Software and Documentation and/or to use the demo version you, on behalf of the Subscriber, agree to the terms of sale of this Agreement.

1. DEFINITIONS AND INTERPRETATION In this Agreement:

"Affiliate" means, in relation to either Party, any company which is a subsidiary or holding company (including the ultimate holding company) of that Party and any company which is a subsidiary of such holding company. The term **"Affiliates"** shall be construed accordingly;

"Charges" means the charges set out in a Statement of Work or as otherwise agreed in writing between the Parties;

"Commencement Date" means the date of this Agreement;

"Customer Content" means all data and materials provided by Customer to Over-C for use in connection with implementing the SaaS Services, including, without limitation, maps, processes, forms and user lists;

"Customer Premises" means the premises belonging to or in the control of Customer which the Parties agree is a Customer Premises;

"Documentation" means the user guides, online help, training materials and other documentation provided or made available by Over-C to Customer regarding the use or operation of the SaaS Services and/or the Software.

"End User" means anyone who is permitted by Customer to use the SaaS Services. End User is an individual person, who can be identified on the Software and who sends Data information to the Platform. Each End User needs to have a personal identification NFC Tag. The term **"End Users"** shall be construed accordingly;

"Goods" means any goods (including hardware) to be supplied by Over-C as specified in a Statement of Work and where relevant includes any documentation supplied to aid use of such hardware;

"Managed Services" means the managed services provided by Over-C to Customer pursuant to this Agreement as agreed and executed separately by the Parties; Managed Services are an optional service provided by Over-C where Customer does not have the capability, or desire, to administer the Over-C SaaS Services, including configuration changes and sensor replacement;

"Other Services" means all technical and non-technical services performed or delivered by Over-C under this Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services, the Support and Maintenance Services and the Managed Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Statement of Work and mutually agreed to by the parties;

"Party" means either Over-C or Customer and **"Parties"** shall mean both of them;

"SaaS Services" refer to the specific Over-C internet-accessible service identified in a Statement of Work that provides use of Over-C's front-line operations management Software and Documentation that is hosted by Over-C or its services provider and made available to Customer over a network on a term-use basis;

"Services" means any one of the SaaS Services, Support and Maintenance Services, Managed Services or Other Services;

"Service Levels" means those standards of performance to be achieved by Over-C in performing the SaaS Services as set out in Schedule 2 to this Agreement;

"Software and Documentation" means the object code version of any Software and Documentation to which Customer is provided access by Over-C as part of the SaaS Services, including any updates or new versions;

"Statement of Work" is a written document executed separately by Over-C and Customer for the purpose of purchasing Goods, SaaS Services, Support and Maintenance Services and/or Other Services under the terms and conditions of this Agreement. The Statement of Work will be deemed to have been agreed by Over-C only once it has been signed by an Over-C representative;

"Subscription Term" means the period specified in a Statement of Work during which Customer will have on-line access and use of the Software and Documentation through Over-C's SaaS Services; and

"Support and Maintenance Services" means the support and maintenance services provided by Over-C to Customer as agreed and executed separately by the Parties;

"Task" is recorded each time an End User submits sensor data, digital forms, incidents or work activity to report an action via a mobile device. The exception is the action of logging into the device which is not considered a Task. For the avoidance of doubt a Task that is created for an End User to complete repeat actions, each interaction between End User and Sensor will be recorded and counted as a separate Task.

- 1.1. The clause headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2. References to clauses are to clauses in the main body of this Agreement.
- 1.3. References to the singular include the plural and vice versa, and references to one gender include the other gender.
- 1.4. Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
- 1.5. Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. SAAS SERVICES

- 2.1 During the Subscription Term, Customer will receive a limited, revocable (in accordance with this Agreement), non-exclusive, and (unless the benefit and burden of this Agreement is assigned under clause 13. 4 of this Agreement) non-assignable, non-transferable right to access and use the SaaS Services and the related Software and Documentation solely for his internal business operations at the specified Customer Premises subject to the terms of this Agreement and a Statement of Work.
- 2.2 In order to access the SaaS Services, Customer will need to download and install the mobile application Software and Documentation to a mobile device. Over-C shall provide the Software and Documentation to the Customer under licence, as set below in this Agreement
- 2.3 Customer acknowledges that this Agreement is a services agreement and Over-C will not be delivering copies of the Software and Documentation to Customer as part of the SaaS Services.

3. RESTRICTIONS

- 3.1 Customer shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software and Documentation, (ii) sublicense, resell or make available the SaaS Services or Software and Documentation to any Third Party, or otherwise commercially exploit the SaaS Services or Software and Documentation; (iii) make the SaaS Services or Software and Documentation available to any person other than authorized End Users, (iv) modify or create derivative works based upon the SaaS Services, Software or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software and Documentation used to provide the SaaS Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software and Documentation used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by Over-C or by applicable law, or (vii) access the SaaS Services or use the Software and the Documentation in order to build a similar product or competitive product. Subject to the access rights and limited licenses granted herein, title to, and all intellectual property rights in the SaaS Services and Software and Documentation, associated documents and all parts thereof, that exist prior to the date of this Agreement or are created after the date of this Agreement from developments connected or unconnected

with this Agreement including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein, will be and remain vested in and be the absolute property of Over-C who are the owner of the copyright in the Software and Documentation or associated documents as appropriate. Customer agrees to assign all right, title and interest it may have in the foregoing to Over-C, or (viii) not to create derivative works based on the whole or any part of the Software and Documentation, nor attempt to do any such thing except to the extent (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Software and Documentation with another Software and Documentation program

4. CUSTOMER OBLIGATIONS

- 4.1 Assistance. Customer shall provide commercially reasonable information and assistance to Over-C to enable Over-C to deliver the SaaS Services, the Software and the Documentation. Upon request from Over -C, Customer shall promptly deliver Customer Content to Over-C in an electronic file format specified and accessible by Over-C. Customer acknowledges that Over-C's ability to deliver the SaaS Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.
- 4.2 Compliance with Laws. Customer shall comply with all applicable laws and regulatory provisions including those laws related to data privacy and the transmission of technical or personal data. Customer acknowledges that Over-C exercises no control over the content of the information transmitted by Customer or the End Users through the SaaS Services. Customer shall not upload, post, reproduce or distribute any information, Software and Documentation or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- 4.3 Administrator Access. Customer shall be solely responsible for the acts and omissions of the Customer's users responsible for the administration of the Customer's configuration of the SaaS Services and the Software and Documentation related to (the "**Administrator Users**"). Over-C shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.
- 4.4 Licence from Customer. Subject to the terms and conditions of this Agreement, Customer shall grant to Over-C a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS Services to Customer.
- 4.5 Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. Customer's right to use third party technology, that may be incorporated or integrated into the SaaS Services or Software and Documentation, is governed by the terms of the third-party technology license agreement specified by Over-C, and not under this Agreement.
- 4.6 Suggestions. Over-C shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services and Software and Documentation any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including End Users, relating to the operation of the SaaS Services and the Software and Documentation.
- 4.7 Correct Use. Customer shall: (a) only access or allow access to the SaaS Services through a valid user account assigned to an individual person; (b) not use the SaaS Services or Software and Documentation in a way that contravenes any applicable licence, instructions or guidelines provided by Over-C and this Agreement; (c) comply with Over-C's reasonable instructions relating to the security and use of the SaaS Services or Software and Documentation; (d) notify Over-C immediately of any unauthorised use of the SaaS Services or Software and Documentation including unauthorised use of any password or user account or any other known or suspected breach of security; (e) not use the SaaS Services or Software and Documentation fraudulently or in connection with a criminal offence; (f) not use the SaaS Services or Software and Documentation to send, receive, store or communicate any material which is unlawful, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax; (g) not use the SaaS Services or Software and Documentation in any situation requiring fail-safe controls or fail-proof delivery of information; and (h) comply with any relevant third party terms when using the SaaS Services or Software and Documentation.

5. ORDERS AND PAYMENT

- 5.1 Orders. Customer shall order Goods and Services pursuant to a Statement of Work. All Goods and Services acquired by Customer shall be governed exclusively by this Agreement and the applicable Statement of Work. In the event of a conflict between the terms of this Agreement and a Statement of Work, the terms of the Agreement shall take precedence unless otherwise agreed in the Statement of Work.
- 5.2 Charges. The Charges shall be as set out in a Statement of Work. Except as expressly provided otherwise, all Charges are non-refundable, are payable in advance and are exclusive of VAT (if any).

- 5.3 Invoicing and Payment.** All invoices and payments under this Agreement and a Statement of Work shall be made in the currency contained in a Statement of Work. Customer shall pay each invoice submitted by Over-C in accordance with the amounts, currency and invoice dates specified in a Statement of Work or as otherwise agreed between the Parties in writing: (a) within 30 calendar days of the invoice date; and (b) in full and cleared funds to a bank account nominated in writing by Over-C.
- 5.4 Late payment.** If Customer fails to pay any amount due to Over-C punctually, then Over-C shall be entitled to charge and receive interest at a rate of the lesser of (a) 2.5% per annum above the base rate of the Bank of England varied from time to time, or (b) the maximum rate permitted by applicable law. Such interest shall accrue from the due date until the date of payment and shall be calculated on a daily basis using a 365-day year. Any partial amounts paid by Customer will first be applied to cover accrued interest, if any, and thereafter credited to cover the principal amount outstanding.
- 5.5 Expenses.** Customer will reimburse Over-C for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. Over-C shall notify Customer prior to incurring any such expense. Over-C shall comply with Customer's travel and expense policy if made available to Over-C prior to the required travel.

6. TERM AND TERMINATION

- 6.1 Term of Agreement.** Over-C shall provide the Goods and Services for an initial fixed period of three (3) years commencing on the Commencement Date and thereafter until terminated by either Party on giving the other Party ninety (90) days prior written notice and on the expiration of such notice this Agreement (but not any Statements of Work) shall terminate. In the event of termination of this Agreement in accordance with this article 6, any Statement of Work entered into prior to the date of termination shall continue for the term specified in a Statement of Work and such Statement of Work shall remain subject to the terms of this Agreement.

The Statement of Work may provide for contractual validity periods other than those identified above.

- 6.2 Termination for cause.** This Agreement and/or a Statement of Work may be terminated immediately in writing by either Party if: (a) the other Party is in material breach or continuing breach of this Agreement and, if capable of remedy, such breach is not remedied within thirty (30) days after receipt of notice in writing of such breach; or (b) a notice is issued for the purposes of convening a meeting to approve the placing of a Party in administration or liquidation, or a petition is presented or an order made for the administration or liquidation of a Party or a Party otherwise becomes subject to dissolution proceedings (or an event analogous to any of the events mentioned in this clause in respect of the other Party in any jurisdiction to which it is subject).
- 6.3 Suspension for Non-Payment.** Over-C reserves the right to suspend delivery of the SaaS Services if Customer fails to pay in a timely manner any undisputed amounts due to Over-C under this Agreement, but only after Over-C notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the SaaS Services shall not release Customer of its payment obligations under this Agreement. Customer agrees that Over-C shall not be liable to Customer or to any Third Party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's non-payment.
- 6.4 Suspension for Ongoing Harm.** Over-C reserves the right to suspend delivery of the SaaS Services if Over-C reasonably concludes that Customer and/or End Users' use of the SaaS Services is causing immediate and ongoing harm to Over-C, its other customers or its suppliers. In the extraordinary case that Over-C must suspend delivery of the SaaS Services, Over-C shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. Over-C shall not be liable to Customer or to any Third Party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this clause 6.4. Nothing in this clause 6.4 will limit Over-C's rights under clause 6.5.
- 6.5 Effect of Termination or Expiry.** Upon termination or expiry of this Agreement for any reason: (a) Over-C shall immediately cease providing the SaaS Services and all usage rights granted under this Agreement shall terminate; (b) Customer shall immediately pay to Over-C without set-off or deduction all of Over-C's outstanding unpaid invoices and interest in connection with this Agreement and, in respect of Goods and/or Services supplied but for which no invoice has yet been submitted, Over-C shall submit an invoice, which shall be payable by Customer immediately on receipt without set-off or deduction, unless otherwise agreed in the Statement of Work; (c) each Party shall return to the other Party all Confidential Information belonging to the other Party in its possession, custody or control; (d) each Party shall cease use of the other Party's Confidential Information and intellectual property; and (e) each Party shall, at its sole option, either return or destroy all records, documentation, data, and any other information and all copies thereof which are owned by or licensed to the other Party. Over-C shall have no obligation to safeguard or transmit to Customer any data that Customer may have stored through the use of the SaaS Services. Customer is responsible for the back-up and retrieval of such data, unless otherwise agreed in the Statement of Work.

Clauses of this Agreement which expressly or by implication have effect after termination or expiry shall continue in full force and effect including without limitation the obligations of confidentiality.

7. SOFTWARE AND DOCUMENTATION

- 7.1** During the Subscription Term, Customer will receive jointly with the right to access and use the SaaS Service a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sub-licensable right to use the Software and the Documentation on the terms of this Agreement.
- 7.2** Protective Measures. Software and Documentation may contain technological measures designed to prevent illegal use or other violation of this Licence or applicable law. Such measures include disabling of the Software and Documentation and features that automatically transmit information regarding your use of the Software and Documentation. You hereby consent to the transmission of such technical information to us and agree not to circumvent or attempt to circumvent such measures.
- 7.3** Updates And Patches. We may improve our Software and Documentation from time to time, which will cause Software and Documentation updates to be automatically installed with or without prior notification to you. You may not install or use any update except in conjunction with the Software and Documentation for which it is intended. Upon installation of any updates, you may only use the Software and Documentation as modified or replaced by the updates.
- 7.4** Security. You shall keep all user identifications and passwords (your "Login Credentials") secure. We will be entitled to treat all communications, instructions and transactions as authorised by you if your Login Credentials are used. You are solely responsible for any actions taken using your Login Credentials. If you believe the security of your Login Credentials has been compromised, or you suspect unauthorised use, you must notify us immediately by email to support@over-c.com; If we suspect, in our reasonable opinion, fraudulent or unauthorised activity on your account, we reserve the right to disable any Login Credentials and will use reasonable efforts to contact you.

8. RISK AND TITLE

- 8.1** Risk of loss or damage to the Goods supplied by Over-C pursuant to this Agreement shall pass from Over-C to Customer on delivery. Title to the Goods supplied by Over-C pursuant to this Agreement shall pass from Over-C to Customer when Customer shall have paid Over-C the agreed price provided that no title shall pass in respect of Software and Documentation which is licensed only and any implied or actual licence under this Agreement is revoked upon non-payment.

9. WARRANTIES

- 9.1** Warranty. Over -C represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. Over-C warrants that Over-C title to and property in and to the Software and Documentation is free and unencumbered, and Over-C has the right, power and authority to licence the same to Customer. For any breach of a warranty, Customer's exclusive remedy shall be as provided in clause 6, Term and Termination.
- 9.2** OVER-C WARRANTS THAT THE SAAS SERVICES AND SOFTWARE AND DOCUMENTATION WILL, WHEN PROPERLY USED AND ON AN OPERATING SYSTEM FOR WHICH IT WAS DESIGNED, PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. OVER-C DOES NOT GUARANTEE THAT THE SAAS SERVICES AND SOFTWARE AND DOCUMENTATION WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT OVER-C WILL CORRECT ALL SAAS SERVICES OR SOFTWARE AND DOCUMENTATION ERRORS. CUSTOMER ACKNOWLEDGES THAT OVER-C DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS CLAUSE 9 SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY OVER-C (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER OVER-C NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SAAS SERVICES AND SOFTWARE AND DOCUMENTATION WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE.
- 9.3** If, within the 90 day commencing on the date of the first download ("Warranty Period"), you notify us in writing of any defect or fault in the Software and Documentation as a result of which it fails to perform substantially in accordance with the Documentation, we will, at our sole option, either repair or replace the Software and Documentation, provided that you make available all the information that may be necessary to help us remedy the defect or fault.

9.4 The Warranty does not apply:

- I. if the defect or fault in the Software and Documentation results from you having altered or modified the Software and Documentation and/or any device upon which it is used; or
- II. if the defect or fault in the Software and Documentation results from you having used the Software and Documentation in breach of the terms of this Licence.

9.5 We reserve the right at our sole discretion to replace any Software and Documentation with a more current version or model.

9.6 The remaining Warranty Period for any Software and Documentation that we repair or replace is the actual remaining Warranty Period for the replaced or repaired Software and Documentation.

9.7 You are required to promptly inform us of any claim under the Warranty contained in this Article and in any event, within 10 days of the date when you did notice or could reasonably have noticed the defect or other basis of your claim.

9.8 Any Software and Documentation, products or devices of a third party that are subject to third party terms and, more generally, any Software and Documentation, products or devices made or supplied by third parties are not covered by our Warranty and we are not responsible for malfunctions by or in such Software and Documentation, products or devices.

9.9 If you use your own Software and Documentation and/or you need to purchase, licence or procure products, Software and Documentation, data or services from third parties to enable the full use or functionality of our Software and Documentation, you are responsible for ensuring that all such products, Software and Documentation, data or services meet our minimum requirements.

10. LIMITATION OF LIABILITY

10.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software, as described in the Documentation, meet your requirements.

10.2 NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF OVER-C) SHALL BE LIABLE TO THE OTHER IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF USE OF ANY SERVICE OR DATA, OR CORRUPTED DATA, OR LOSS OF PRODUCTION OR BUSINESS OR MARKET SHARE, OR LOSS OF TRAFFIC, OR BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, OR LOST PROFITS, OR WASTED EXPENDITURE, ANTICIPATED SAVINGS OR REVENUES OF ANY KIND OR ANY OTHER ECONOMIC LOSS (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING, EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EXCEED THE CHARGES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) related to the Restrictions clause 3, Indemnification clause 11, Confidentiality clause 12 and Data Protection clause 13.2;

10.3 Limitations of Liability for Third Parties. Over-C shall not be liable for the acts or omissions of other third party providers of Software and Documentation, data or services (such as Third Party maps) that may be required to use to access any features or functions of the Software and Documentation unless such other providers have been specifically engaged by Over-C as subcontractors or assignees in respect of the performance of Over-C's obligations under this Agreement.

10.4 In order for the functionality of the app/product to perform the customer recognizes that some external third party services account details must be established and supplied for app integration and/or feeds of information. Some of these third party account services have open source and/or free subscription services, however some of these third party sources may change from free to a fee service or may change their rate fee of service. Over-C is not responsible for any third party service fees, change of fees, interruption of third party services, or lack of or incorrect account information resulting in the app/product performance. Over-C will quote these charges and receive purchase order and payment before proceeding. When requiring technical support for third party services the customer will utilize the third party technical support as available.

10.5 Duty of Care. As with any automated service, the SaaS Services or the Software and Documentation may malfunction due to factors beyond the reasonable control of Over-C or its third party providers (including without limitation due to a fault, delay or disruption in the telecommunications equipment, internet, cloud hosting and environment, network availability, mis-use or malfunction of equipment or services) and Over-C shall have no liability to Customer in these circumstances. Over-C does not warrant or

represent that the SaaS Services and/or Software meets Customer's legal obligations of a duty of care to its employees and contractors or any other person under the applicable and relevant health and safety, employment or duty of care laws, rules and regulations. The SaaS Services shall not be used as a substitute for other reasonable personal safety measures.

11. INDEMNIFICATION

11.1 Indemnification by Over-C. Over-C shall defend, indemnify, and hold Customer harmless from any and all liability, damage, loss, and expense (including without limitation reasonable attorney's fees and court costs) arising from claims against Customer that Software, or Customer's use of the same as permitted by this Agreement, infringe the intellectual property rights of a third party; provided, however, that Over-C shall have no obligation to indemnify Customer to the extent that a claim is based on or related to: (i) any use of Software by Customer in violation of this Agreement; or (ii) any use of Software in conjunction with any product, data, hardware, or software other than those provided by Over-C, or expressly authorized by Over-C in writing, or with which Software are designed or intended to be used; or (iii) any of Client's own materials which are not authorized by Over-C for use with Software.

11.2 Conditions for Indemnification. In all cases where Customer is seeking indemnification, Over-C's responsibilities will be subject to: (a) Customer notifying Over-C in writing as soon as possible but in no event more than twenty (20) days of becoming aware of the claim for which indemnity is being sought; (b) Over-C having sole control of the defence and all related settlement negotiations; (c) Customer providing Over-C with reasonable information and assistance (at Over-C's expense for out-of-pocket costs, to be approved in advance in writing by Over-C) to enable Over-C to perform Over-C's indemnity obligations; and (d) Customer making no admission of liability without Over-C's prior written consent (such consent not to be unreasonably withheld).

12. CONFIDENTIALITY

12.1 Definition. "**Confidential Information**" means all information in any medium or format (written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with all reproductions (hard copy or electronic), extracts, summaries or analysis of Confidential Information in any medium or format made by or on behalf of any Party, which relates to a Party (the "Disclosing Party") or to its Affiliates' employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party (the "Recipient Party") in the course of their dealings relating to this Agreement, before or after the date of this Agreement.

12.2 Confidentiality. During the term of this Agreement and for 5 years thereafter (perpetually in the case of the Software and Documentation), the Recipient Party shall treat as confidential all Confidential Information received from the Disclosing Party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party except to its Affiliates. Without limiting the foregoing, the Recipient Party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the Disclosing Party. The Recipient Party shall promptly notify the Disclosing Party of any actual or suspected misuse or unauthorised disclosure of the Disclosing Party's Confidential Information. The Recipient Party shall not reverse engineer, disassemble or decompile any prototypes, Software and Documentation or other tangible objects which embody the Disclosing Party's Confidential Information, and which are provided to the Disclosing Party hereunder. The Recipient Party may disclose Confidential Information of the Disclosing Party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the Recipient Party.

12.3 Exceptions. The following information is not "Confidential Information" for the purposes of this Agreement: (i) information which at the time of receipt by the Recipient Party is in the public domain, or subsequently comes into the public domain through no fault of the Recipient Party or its personnel, other than as a result of breach of this Agreement or any separate confidentiality undertaking between the Parties, (ii) information which the Recipient Party received lawfully, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information, (iii) information which was already known to the Recipient Party before receipt under this Agreement, (iv) information which was developed or created independently by or on behalf of the Recipient Party or an Affiliate of the Recipient Party; or (v) information which is disclosed by the Recipient Party with the prior written approval of the Disclosing Party in accordance with the terms of such written approval. The Recipient Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is required by law or

order of a court or other governmental authority, provided that the Recipient Party shall use reasonable efforts to promptly notify the other Party prior to such disclosure. Each Party may disclose the existence of this Agreement and the relationship of the parties, but agrees that the specific terms of this Agreement will be treated as Confidential Information; provided, however, that each Party may disclose the terms of this Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors. Nothing in this Agreement or the disclosures envisaged by this clause 12 shall (except as expressly agreed otherwise) operate to transfer, or operate as a grant of any licenses, to any intellectual property rights in the Confidential Information.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1** For the purpose of this Agreement “Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and related rights, trademarks 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 and Documentation, 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.
- 13.2** The Customer acknowledges that the Product and all rights, title and interest, including intellectual property rights, in relation to the Product (including any trade marks contained in or on the Product) are the property of Over-C and Over-C is entitled to take whatever action it may decide in order to protect its rights, title and interest, including intellectual property rights, in relation to the Product.
- 13.3** The Customer must not remove or alter any trade mark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Product. All rights not specifically granted in this Agreement, are reserved by Over-C.
- 13.4** The Customer agrees to use reasonable efforts, and to take the same precautions that you take to protect your own computer programs and other information of similar value that. You do not wish to have disclosed or disseminated to others, to avoid disclosure or dissemination of any part of the Licensed Software and Documentation, its documentation, or its source, to any third party by you and your employees, agents or consultants (if any). These restrictions will not apply to any information that becomes publicly known, through no fault or breach on Your part, that Our Software and Documentation regularly provides third parties without restrictions on disclosure or that you receive from a third party rightfully and without restriction on disclosure.
- 13.5** We will defend or, at our option, settle, any claim or action brought against you to the extent that it is based on a claim or action alleging that the possession or use of the Software and Documentation (or any part thereof) in accordance with the terms of this Licence infringes the Copyright, Designs and Patents Act 1988 (CPDA 1988) and Directive 91/250/EC of a third party (“Infringement Claim”) and shall pay you the reasonable costs incurred by you as a result of an Infringement Claim, provided that you: (i) notify us promptly and within no more than 10 days after your receipt of notice of such claim in writing; (ii) do not admit liability; (iii) permit us to defend, compromise or settle the claim or action and provide all available information, assistance and authority to enable us to do so; and (iv) that you have complied in all respects with the terms of this Licence at all times.
- 13.6** Should any of our Software and Documentation or any part thereof become, or, in our sole opinion, is likely to become, the subject of an Infringement Claim, we may, at our option and expense take such reasonable action we deem is necessary with regard to the Software and Documentation in order to protect ourselves and you from any Infringement Claims (including substituting the Software and Documentation for non-infringing Software and Documentation).

14. GENERAL PROVISIONS

- 14.1** Non-Exclusive Service. Customer acknowledges that the SaaS Services, the Software and the Documentation and any Other Service are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Over-C’s ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.
- 14.2** Personal Data. Customer hereby acknowledges and agrees that Over-C’s performance of this Agreement may require Over-C to process, transmit and/or store personal data of Customer’s employees, Affiliates and/or End Users. By submitting personal data to Over-C, Customer agrees that Over-C and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling Over-

C to perform its obligations under this Agreement. In relation to all Personal Data provided by or through Customer to Over-C, the Company acts as Data Processor. Customer will be responsible as sole Data Controller for complying with all applicable data protection laws or regulations, such as the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR") also as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (hereinafter "UK GDPR"), including any implementation act(s) related hereto (together the "Data Protection Legislation") that regulate the processing of Personal Data and special categories of data as such terms are defined in that regulation. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in the Customer Content and using the enabling Software and Documentation and SaaS Services. Customer confirms that Customer is solely responsible for any Personal Data that may be contained in the Customer Content and used for the SaaS Services, including any information which any End User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Customer Personal Data by Over-C under this Agreement, including that such processing according to Customer's instructions will not place Over-C in breach of applicable Data Protection Legislation. Prior to processing, Customer will inform Over-C about any special categories of data contained within Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions. Customer is responsible for ensuring that the Over-C SaaS Services meet such restrictions or special requirements. Over-C shall operate appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such data. In this clause 14.2 the terms "Personal Data", "Data Controller", "Data Processor" and "process" (in the context of usage of Personal Data shall have the meanings given to them in the Data Protection Legislation;

- 14.3 Over-C's Personal Data Obligations.** In order to operate and provide the SaaS Services, we collect certain information about End Users. We use and protect information as described in our Privacy Policy available at <https://www.over-c.com/legal/privacy-policy>. Customer acknowledges that use of the SaaS Services by End Users is subject to our Privacy Policy and understand that it identifies how Over-C collects, stores, and uses certain information.
- 14.4 Assignment and Subcontracting.** Neither Party may assign this Agreement or any right under this Agreement, without the consent of the other Party, such consent not to be unreasonably withheld or delayed; provided however, that either Party may assign this Agreement to an acquirer of all or substantially all of the business of such Party to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns. Either Party may employ subcontractors in performing its duties under this Agreement, provided, however, that such Party shall not be relieved of any obligations under this Agreement.
- 14.5 Notices.** Any notice or other communication required or permitted under this Agreement to be given in writing shall be given to the address and for the attention of the relevant Party whose details are set out in the Statement of Work or as otherwise notified from time to time and will be deemed to have been given or made: when delivered personally by hand; or, if properly addressed and posted recorded delivery within two business days following date of posting if sent by registered mail; or, if sent by e-mail or other electronic means upon such communication being acknowledged as having been received. In respect of Over-C, to: 6 Mitre Passage, London SE10 0ER United Kingdom Force Measure. Each Party shall be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without fault or negligence, including without limitation, riot; civil unrest, military action, acts of terrorism or war, earthquake, storm, flood, epidemics, inability to obtain supplies of power, fuel, or transport, exercise of emergency powers by any governmental authority, acts of government or other competent regulatory authority.
- 14.6 Waiver.** No waiver shall be effective unless it is in writing and signed by the waiving Party. The waiver by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. The failure or delay by either Party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any Party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.
- 14.7 Severability.** If any clause, or part of a clause, of this Agreement is held to be illegal, invalid or unenforceable, that clause shall be reformed to achieve as nearly as possible the same effect as the original clause, and the remainder of this Agreement shall remain in full force.
- 14.8 Entire Agreement.** This Agreement (including all Schedules) constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement. Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person

(whether Party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Clause 13.9 shall, however, operate to limit or exclude any liability for fraudulent misrepresentation. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the Party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

- 14.9 Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 14.10 Survival of Provisions.** Clauses 3 (Restrictions), 5.3 (Invoicing and Payment), 6 (Term and Termination), 10 (Limitation of Liability), 12 (Confidentiality) and 13 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, for whatever reason.
- 14.11 Publicity.** Over-C may include Customer's name and logo in its customer lists, on its website and in its marketing literature. Over-C may produce a written and/or video case study of Customer for marketing purposes. Customer permits Over-C at Over-C's cost to produce a case study for this purpose and shall provide access and reasonable information and assistance to enable Over-C to produce a case study. Upon signing, Over-C may issue a high-level press release announcing the relationship and the manner in which Customer will use the Over-C solution. Over-C shall coordinate its efforts with appropriate communications personnel in Customer's organisation to secure approval of the press release, if requested by Customer.
- 14.12 No Third Party Rights.** Nothing in this Agreement, whether express or implied, confers or is intended to confer, any rights of any third party.
- 14.13 Independent Contractors.** The Parties are independent contractors, and nothing in this Agreement nor the conduct of the parties shall create, or be deemed to create, any other relationship. Except as provided in this Agreement, neither Party shall be responsible for the acts or omissions of the other Party or the other Party's personnel.
- 14.14 Statistical Information.** Over-C may collect, process, store and utilise anonymous aggregated data about the performance and behaviour of Customer including the classification of such customers to pre-defined groups, provided that (i) such data cannot be used to identify any specific Customer or End User and (ii) such data does not contain any direct or indirect reference to Customer.
- 14.15 Governing Law.** his Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 14.16 Compliance with Laws.** In performing its obligations under this Agreement and providing the Goods and Services, Over-C shall comply and shall use its best endeavours to procure that its permitted subcontractors comply with all applicable laws, regulations, codes of conducts, industry practices or Customer requirements described in this Agreement, any and all of which may be in place from time to time. If attending a Customer Premises, Over-C and its permitted subcontractors, shall comply with Customer's reasonable requirements regarding health, safety and security.
- 14.17 Dispute Resolution.** Customer's satisfaction is an important objective to Over-C in performing its obligations under this Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination hereof, the Parties agree to hold a meeting within fifteen (15) days of written request by either Party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the Parties have not succeeded in resolving the dispute, either Party may protect its interests by any lawful means available to it
- 14.18 Execution in Counterparts.** This Agreement may be executed in two counterparts, both of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including in pdf format) will be effective as delivery of a manually executed counterpart.