GETVISIBILITY END USER LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "A**greement**") is made and entered into as of _____ 2024 (the "**Effective Date**"), by and between Visibility Blockchain Limited t/a Getvisibility ("**Licensor**"), and the undersigned **Customer**, _____ (each of the above a "**Party**" and, collectively, the "**Parties**"), and describes the terms and conditions pursuant to which Licensor shall license to Customer certain Software (as defined below).

BACKGROUND

A.   WHEREAS Licensor owns a software product known as "Getvisibility";

B.   WHEREAS Customer wishes to license the Software;

C.   THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1.   **DEFINITIONS**.

1.1   "**Affiliate**" means an entity directly or indirectly controlled by, controlling, or under common control with Customer.

1.2   "**Customer's System**" shall mean Customers' or its Affiliates' internal computing system upon which the Software is installed and which meets the minimum requirements detailed by the Supplier from time to time.

1.3   "**Data Protection Legislation**" shall mean the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive) and/or the General Data Protection Regulation (EU) 2016/679 (GDPR) and/or any corresponding or equivalent national laws or regulations.

1.4   "**Delivery**" means delivery by Licensor, to Customer, of the most current version of the Software to be installed on the Customer's System.

1.5   "**Documentation**" means any user manuals or guides relating to the Software provided by Licensor to Customer, regardless of the format (e.g., paper, online, USB stick).

1.6   "**Fees**" means, collectively, the License Fees and Service Fees, as such terms are defined in Section 5 of this Agreement.

1.7   "**Insolvency Event**" means the passing of a resolution or making of an order for the winding up of a party (otherwise than for the purpose of solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations under this Agreement of the relevant party), or a party becomes subject to an administration order or an administrator, receiver or administrative receiver is appointed over all or part of the other's undertaking and assets, or a party becomes unable to pay its debts or becomes insolvent (within the meaning of the Insolvency Act 1986) or makes, or proposes to make any arrangement or composition with its creditors.

1.8   "**Intellectual Property Rights**" means the rights associated with the following: (i) all United States and foreign patents and applications; (ii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (iii) trademarks, service marks, trade dress rights and similar designation of origin and rights therein; (v) all rights in mask works, and all mask work registrations and applications therefor; (vi) rights in trade secrets and confidential information; and (vii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

1.9   "**Live Date**" means:

(a)   in respect of first installation, the date following installation when the Software is reasonably declared by Licensor to be functioning on Customer's System; and

(b) in respect of the installation of an Update or Upgrade, the date of that installation.

1.10 "**Software**" means the software product known as "Getvisibility", in machine-readable, object code form, and any Updates or Upgrades delivered under this Agreement.

1.11 "Term" has the meaning given at clause 10.1.

1.12 "**Update**" means any modifications, corrections, updates, releases, versions and other changes to the Software meant to correct bugs, errors or other fixes.

1.13 "**Upgrade**" means any modifications, enhancements, additions, updates, releases, versions and other changes to the Software meant to add additional functionality to the Software.

1.14 "**Use**" means, in respect of the Software, any and all of the acts of storing, loading, displaying, running, transmitting and operating it.

2. **LICENSE GRANT**.

2.1 License. Subject to the conditions of this Agreement, Licensor hereby grants to Customer and its Affiliates a limited, non-exclusive, non-transferable, revocable, non-sublicensable license during the Term for Customer and its Affiliates to (i) install the Software on Customer's System and to use the Software for Customer's and its Affiliates' purely internal business purposes, and (ii) access, print, copy and use the Documentation solely in support of Customer's and its Affiliates' authorized internal use of the Software.

2.2 Terms and Restrictions. Customer agrees to use the Software only for the purposes authorized in this Agreement, which shall include, for the avoidance of doubt, all rights required to use the Software as permitted under the license grant in Section 2.1. Customer shall not, nor shall permit others to: (i) access or use the Software publicly or on the internet in any way, (ii) copy the Software except as permitted herein; (iii) reverse engineer, decompile, or disassemble the Software or otherwise attempt to derive the Software's source code; (iv) allow timesharing, rental, use of the Software in a service bureau or use in any other commercial capacity whereby third parties are provided access to or use of the Software in return for a fee or other non-cash compensation; (v) sublicense the Software; (vi) remove, alter, or obscure any proprietary notices, labels, or marks from the Software; (vii) modify, translate, adapt, arrange, or create derivative works based on the Software; or (viii) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used by Licensor in connection with the Software, or use the Software together with any authorization code or serial number not supplied by Licensor.

2.3 Updates and Upgrades. The Licensor shall, for the duration of the Term, grant the Customer a license to any and all Updates and Upgrades, provided that it has taken and paid for Maintenance and Support or paid such additional fee set by Licensor. Licensor reserves the right, in its sole discretion, to identify a particular release as an Update or an Upgrade.

2.4 Delivery of Software and Documentation. As soon as practical after the Effective Date, Licensor shall (i) effect Delivery of the Software to Customer and (ii) deliver to Customer links, usernames, and passwords enabling Customer to access online copies of the Documentation.

2.5 Bankruptcy. In the event that Licensor suffers an Insolvency Event that is not dismissed or withdrawn within ninety (90) days, the duration of the license to the Software (but excluding any Updates or Upgrades that have not yet been provided to Customer at the time of such bankruptcy) granted in Section 2.1 shall be automatically converted, on a forward-looking basis to a perpetual, fully paid, royalty free license, in accordance with the scope and restrictions of this Agreement.

3. **PROPRIETARY RIGHTS**.

The license granted pursuant to Section 2 does not constitute a transfer or sale of Licensor's ownership rights in or to the Software or the Documentation. All right, title and interest, including all Intellectual Property Rights, in and to the Software and Documentation (including any copies or subsequent versions or enhancements thereof), and all Upgrades or Updates thereto, shall remain the exclusive property of Licensor, subject to the rights expressly granted to Customer hereunder.

4.   **MAINTENANCE AND SUPPORT SERVICES**.

4.1   Installation. Subject to applicable Fees (as defined hereunder), Licensor shall provide one-time assistance to Customer with installation of the Software (the "**Installation Service**") upon execution of this Agreement and delivery of the Software to the Client. Installation shall consist of installation of the Software on Customer's System, but shall not include importing data from Customer's databases to the Software. Upon completion of the installation of the Software, Licensor shall declare the Live Date. Installation assistance may be included for Updates and Upgrades at an additional charge.

4.2   New Releases. From time to time during the Term, Licensor may issue Updates or Upgrades to the Software. Where the Customer has not taken and paid for Maintenance and Support, each such Update or Upgrade may require an additional fee from Customer, as identified by the Licensor at such a time. If Customer declines certain Updates or Upgrades or has not taken and paid for Maintenance and Support, and thereafter wishes to bring its Software up to the most current version, Customer may be required to back-license prior Updates or Upgrades at applicable fees identified by the Licensor at that time.

4.3   Support. So long as Customer has paid the applicable Fees, is using the latest version of the Software made available by the Licensor and is otherwise in compliance with this Agreement, Licensor shall provide Maintenance and Support at no additional cost to Customer. Notwithstanding anything to the contrary, Maintenance and Support shall terminate automatically upon termination of this Agreement.

4.4   Availability. The Licensor does not warrant that the Software will be uninterrupted or error free. The Licensor shall be entitled to undertake maintenance work on the Software which means it may be unavailable for a period of time while such maintenance is being undertaken. The Licensor shall use reasonable endeavours to give prior written notice of such downtime where practical.

5.   **FEES AND EXPENSES**.

5.1   License Fees. In consideration of the license granted in this Agreement, Customer shall pay Licensor the license fees set forth in Software License Proposal hereto (the "**License Fees**"). License Fees shall be billed to Customer on an annual basis, which shall be invoiced to Customer prior no more than 30 days prior to the commencement of each license year during the Term. Where Maintenance and Support has not been taken, one-time Update or Upgrade fees will be billed at the time a particular Update of Upgrade is ordered by the Customer. All invoices from licensor shall be paid in full within 30-days from the date of the invoice.

5.2   Service Fees. Customer shall pay the fees identified in Software License Proposal for the Installation Services and Maintenance and Support Services (the "**Service Fees**"). Service Fees for Installation Services shall be billed to Customer upon request and are due prior to the commencement of the Installation Services. Service Fees for Maintenance and Support will be billed on an annual basis no more than 30 days prior to the commencement of the license year, and all such invoices shall be paid in full within 30-days from the date of the invoice.

5.3   Payment Terms. All amounts owing hereunder shall be paid in Pounds Sterling. Any amounts not paid when due shall be subject to interest at the greater of 5.0% per month or the maximum allowed by applicable law, whichever is higher, which interest shall be immediately due and payable.

5.4   Taxes, Duties and Levies. All Fees are exclusive of any and all sales, use, service, and similar taxes, duties or levies assessed by applicable governmental authorities. If Licensor is required to pay or collect any such taxes, duties and levies (exclusive of any taxes based upon Licensor's income), Customer shall reimburse Licensor therefor following receipt of an invoice for such amounts from Licensor.

5.5   Withholding Taxes. All payments by Customer shall be made free and clear of, and without reduction for, any withholding or similar taxes. Any such taxes that are otherwise imposed on payments to Licensor shall be Customer's sole responsibility. At Licensor's request, Customer shall provide Licensor with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Licensor to establish that such taxes have been paid.

6.   **LIMITED WARRANTIES AND DISCLAIMER**.

6.1   <u>Performance Warranty</u>. Licensor represents and warrants that the Software, each Update and each Upgrade shall perform in substantial conformance with the Documentation for a period of sixty (60) days after its Live Date (each a "**Warranty Period**").

6.2   <u>Remedy for Breach</u>. If, during the Warranty Period, the Software does not perform as warranted and Customer promptly notifies Licensor in writing of such nonperformance, Licensor shall, at its option, use reasonable efforts to cure any defects in the Software, or replace such Software with Software that performs as warranted, free of charge. In the event that Licensor is unable to so correct any such defect or replace such Software, then Licensor shall refund to Customer, within thirty (30) days after the date Customer notified Licensor that the Software remains nonperforming notwithstanding such attempted correction or replacement, the amounts paid for the defective Software and terminate this Agreement. The warranty set forth above is made to and for the benefit of Customer only. The warranty shall apply only if: (i) the Software has been installed and used at all times in accordance in all material respects with the Documentation; (ii) no modification, alteration or addition has been made to the Software by persons other than Licensor or Licensor's authorized representative except with Licensor's or its authorized representative's approval ; and (iii) the Software has not been subject to misuse, neglect or unusual physical, electrical or electromagnetic stress, or some other type of accident not caused by Licensor or its authorized representative. THE FOREGOING PROVISIONS OF THIS SECTION 6.2 STATE THE CUSTOMER'S SOLE REMEDY FOR BREACH OF THE WARRANTY IN SECTION 6.1 ABOVE.

6.3   <u>Harmful Code Warranty</u>. Licensor represents and warrants that it will regularly check all Software using available virus scanning software or service to detect whether any component of the Software includes any virus or any feature or function that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information (collectively, "**Harmful Code**"). Licensor shall provide to Customer written notice in reasonable detail upon becoming aware of the existence of any Harmful Code, and Licensor shall cooperate with Customer, at Licensor's expense, to effect the prompt removal of any Harmful Code from the Software and repair any files or data corrupted thereby.

6.4   <u>Reasonable skill and care</u>. Licensor warrants that it has exercised, and will continue to exercise, all reasonable skill and care in:

(a)   creating and maintaining the Software; and

(b)   carrying out Maintenance and Support and Installation Services.

6.5   <u>Disclaimer</u>.   LICENSOR DOES NOT WARRANT THAT THE SOFTWARE SHALL OPERATE UNINTERRUPTED OR THAT IT SHALL BE FREE FROM ALL DEFECTS OR ERRORS OR THAT THE APPLICATIONS CONTAINED IN THE SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS. EXCEPT AS SET FORTH IN THIS AGREEMENT, LICENSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING INSTALLATION AND MAINTENANCE AND SUPPORT SERVICES. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE OR THE DOCUMENTATION.

7.   **LIMITATION OF LIABILITY**.

7.1   Neither Party limits its liability:

(a)   for fraud or fraudulent misrepresentation by it or its employees;

(b)   breach of its obligations under clause 8

(c)   Customer's breach of its obligations under clause 2.2

(d)   Licensor's breach of its obligations under clause 9.

7.2   Subject to Clause 7.1, neither Party shall have any liability to the other Party, whether in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

(a)   special damage even if the party was aware of the circumstances in which such special damage could arise;

(b)   loss of profit, anticipated savings or business opportunity or damage to goodwill (whether considered direct or indirect);

(c)   loss or destruction of data;

(d)   loss of revenue;

(e)   the additional cost of procuring substitute goods or services for the remainder of the term; or

(f)   indirect, special or consequential losses of any kind whatsoever and however caused, whether or not reasonably foreseeable, reasonably contemplatable, or actually foreseen or actually contemplated, by that Party at the time of entering into this Agreement.

7.3   Subject to Clause 7.1, each party's aggregate liability arising out of this agreement and the use of the Software and Documentation shall not exceed 200% of the amount paid or payable by Customer under this agreement for the Software or services giving rise to such liability.

8.   **CONFIDENTIALITY**.

8.1   <u>Confidential Information</u>. Each Party (the "**Receiving Party**") acknowledges that by reason of its relationship hereunder it may have access to certain information and materials concerning the other Party's (the "**Disclosing Party**") and/or its Affiliates' business, plans, services, software (in object or source code form), inventions, designs, marketing, finances, formulas, research, customers, technology, products and other nonpublic business information or trade secrets that each Party treats as confidential ("**Confidential Information**"). Each Party agrees that it nor its Affiliates shall use in any way for its own account or the account of any third party, nor disclose to any third party (other than its Affiliates, its or its Affiliates' employees, agents and contractors who have a need to know such Confidential Information and are bound by obligations of confidentiality comparable to those in this Agreement), any such Confidential Information revealed to it by the other Party. Each Party and its Affiliates shall take every reasonable precaution to protect the confidentiality of the other Party's and its Affiliates' Confidential Information. Each Party will be responsible and liable for any unauthorized disclosure or use by or through any of its or its Affiliates' employees, agents, or contractors of any of the other Party's or its Affiliates' Confidential Information. The obligations of confidentiality under this Section 8 will survive any expiration or termination of this Agreement.

8.2   <u>Exceptions</u>. The obligations set forth in Section 8.1 do not apply to any Confidential Information which (i) becomes publicly available through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure by the Disclosing Party hereunder and had not been subject to limitations on disclosure or use, as shown by the Receiving Party's files existing at the time of disclosure; (iii) is independently developed by the Receiving Party's employees or independent contractors who have not had access to the Confidential Information; (iv) is lawfully disclosed hereafter to the Receiving Party, without restriction, by a third party who did not acquire the information directly or indirectly from the Disclosing Party; or (v) is required to be disclosed by law or by order or requirement of a court, administrative agency, or other governmental body, provided that, where permitted by law, the Receiving Party provides prompt, advance notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

8.3   <u>Equitable Relief</u>. Each Party agrees that money damages may not be a sufficient remedy for breach of the confidentiality obligations under this Section 8 and that any such breach would cause the non-breaching Party irreparable harm. Accordingly, in addition to any other remedies that may be available at law or in equity, the non-breaching Party shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance, and the breaching Party agrees not to oppose the granting of such relief on the basis that the non-breaching Party has an adequate remedy at law.

9.   **INFRINGEMENT**.

9.1   <u>Indemnity</u>. Subject to the exclusions stated in Section 9.3, Licensor shall defend or settle any claim, action or proceeding brought against Customer alleging that the Software, the Documentation, or any of Customer's use thereof in compliance with the provisions of this Agreement infringes or misappropriates any Intellectual Property Right of a third party (a "**Claim**"), and shall pay any final judgments awarded or settlements entered into with respect to a Claim; provided that:

(a)   Licensor shall be relieved of the foregoing obligations to the extent Customer fails to notify Licensor promptly in writing of any Claim of which Customer becomes aware and Licensor is prejudiced by such failure;

(b)   Licensor shall be relieved of the foregoing obligations to the extent Customer settles or compromises any Claim without the prior written consent of Licensor;

(c)   Customer gives Licensor sole authority to control fully, at Licensor's expense, the defense and settlement of any Claim, provided that Licensor must obtain Customer's prior written consent to any settlement to the extent that such settlement (i) does not include an unconditional release of Customer from all liability arising out of such Claim, (ii) is not solely monetary in nature and (iii) contains a stipulation to or admission or acknowledgement of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Customer; and provided further that Customer shall have the right to engage its own counsel at its own expense to monitor and participate in the defense of any Claim; and

(d)   Customer furnishes all reasonable assistance and provides all appropriate documentation in its possession requested by Licensor in connection with Licensor's defense or settlement of a Claim, at Licensor's expense.

9.2   Additional Obligations. In addition to its defense and indemnity obligations hereunder, if the Software is, or in the reasonable opinion of Licensor is likely to become, the subject of any action for infringement or misappropriation of any Intellectual Property Right of a third party or if the Software is adjudicated to infringe or misappropriate any such right, or if the use of the Software is enjoined, then Licensor shall either: (a) procure for Customer, at Licensor's expense, the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing (without reducing its functionality); or (c) if neither (a) nor (b) can be achieved after the exercise of commercially reasonable efforts, terminate this Agreement and any licenses granted hereunder. In the event Licensor terminates this Agreement and any licenses pursuant to this Section, Licensor shall refund to Customer a prorated portion of any prepaid Fees.

9.3   Exclusions. Notwithstanding the foregoing, Licensor shall have no obligation to indemnify Customer pursuant to this Section 9 with respect to any infringement or alleged infringement (a) resulting from any modification to the Software made by any party other than Licensor or Licensor's authorized representative except with Licensor's or its authorized representative's approval, (b) resulting from use of the Software by Customer or any third party given access by the Customer in a way that breaches this Agreement, (c) resulting from any use of the Software in combination with other software, hardware or data, to the extent such infringement is caused by such use, except where such use has been approved by Licensor (whether in the Documentation or otherwise), (d) resulting from Licensor's conformance with any specifications, requirements or instructions of Customer, or (e) where such alleged infringement is a non-current version of the Software provided that Licensor has given Customer at least 6 weeks written notice of the need to apply such Update or Upgrade for reasons relating to Intellectual Property Rights.

9.4   Sole Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY AND OBLIGATION OF LICENSOR AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE OR ANY PART THEREOF.

10.   **TERM AND TERMINATION**

10.1   Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of three years from the date of Delivery, unless earlier terminated as provided herein (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for one additional one (1) year extension terms (each an "Extension Term", and together with the Initial Term, the "**Term**") at the rates of the prior year or any updated rates communicated to Customer unless a Party delivers written notice, at least thirty (30) days in advance, to the other Party of its election not continue this Agreement ("**Notice of Termination**").

10.2   Early Termination of Agreement. This Agreement, including all licenses granted hereunder, may be terminated as follows:

(a)   By either Party, immediately upon written notice of termination to the other Party, in the event of a material breach of this Agreement by the other Party which remains uncured for a period of thirty (30) days after written notice of such breach is provided to the breaching Party. For the avoidance of doubt, breach by the Customer of Sections 2.1 or 2.2 shall be considered material;

(b)   By either Party, immediately upon written notice of termination to the other Party, in the event the other Party: (i) makes an assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) acquiesces to any involuntary bankruptcy petition; (iv) is adjudicated bankrupt; or (v) ceases to do business;

(c)   By Licensor immediately upon written notice of termination pursuant to the provisions of Sections 6.2 or 9.2; and

(d)   By Customer immediately upon written notice if Licensor breaches Section 6.5(a) or Section 6.5(b).

10.3   <u>Limited Refund</u>. In the event of any termination hereunder by Licensor under Section 10.2(a) or (c), Customer shall not be entitled to any refund of any payments made by Customer.

10.4   <u>Effect of Termination</u>.

(a)   Upon the expiration or termination of this Agreement, Customer shall immediately cease use of the Software, Documentation, and other Confidential Information of Licensor, and shall irretrievably delete and / or remove such items from Customer's System. Within thirty (30) days after expiration or termination of this Agreement, Customer either shall deliver to Licensor at Licensor's expense (adequately packaged and insured for safe delivery) or, at Licensor's request, shall destroy all tangible copies of the Software, Documentation and Licensor Confidential Information in every form in Customer's possession or control. Customer further agrees to erase the Software, Documentation, and other Licensor Confidential Information from any storage media. An officer of Customer's organization with the express authority to make such representation shall certify in writing to Licensor that it has performed the foregoing.

(b)   Upon the expiration or termination of this Agreement, Licensor shall immediately cease use of all Confidential Information of Customer, and shall irretrievably delete and / or remove such items from all servers, computer terminals, workstations, and data files. Within thirty (30) days after expiration or termination of this Agreement, Licensor either shall deliver to Customer at Customer's expense (adequately packaged and insured for safe delivery) or, at Customer's request, shall destroy all tangible copies of all Customer Confidential Information in every form in Licensor's possession or control. Licensor further agrees to erase all Customer Confidential Information from any storage media. An officer of Licensor's organization with the express authority to make such representation shall certify in writing to Customer that it has performed the foregoing.

10.5   <u>Survival</u>. The provisions of Sections 2.1, 3, 6.4, 7, 8, 9, 10.4 and 11-12, as well as any obligations of either Party that have accrued prior to termination of this Agreement (including but not limited to payment obligations) shall survive termination of this Agreement.

11.   AUDIT RIGHTS

Licensor collects the audit logs of the software usage to provide the software services and improve the software experience. The types of audit logs are covering software metrics like CPU, RAM and DISK usage of the server, as well as service logs.

12.   INTELLECTUAL PROPERTY RIGHTS

Nothing in this Agreement affects either Party's ownership of any Intellectual Property Rights (a) owned by it prior to the Effective Date, or (b) in or to any Software, Documentation or other technology that is invented, authored or otherwise created independently of this Agreement. Subject to the preceding sentence, as between the Parties, Licensor owns and shall own all Intellectual Property Rights in the Software or Documentation. To the extent Customer acquires ownership of any Intellectual Property Rights in the Software or Documentation, Customer hereby assigns, and shall continue to assign, to Licensor all of its right, title and interest in any such Intellectual Property Rights in the Software or Documentation. Upon Licensor request and at Licensor's cost, Customer shall execute and deliver all papers and perform all acts that are reasonably necessary in order for Licensor to secure, maintain and enforce any such Intellectual Property Rights in the Software or Documentation in any country.

13.   PUBLICITY

13.1   Licensor may issue press releases announcing Customer as a customer, and may additionally from the date of this Agreement refer to Customer as its customer on its website (including as a case study), provided always that:

(a)   all such press releases and references are subject to Customer's prior written approval, which will not be unreasonably withheld or delayed; and

(b)   all such press releases and references must, in their use and description of Customer, its Affiliates, and the respective trade marks, trading names, brands and get ups under which they operate (together, the **"Customer Brand"**), comply with Customer's group brand utilisation guidelines as provided to Licensor from time to time.

13.2   Customer will use reasonable endeavours to:

(a)   participate in no more than 12 Licensor customer reference calls per license year; and

(b)   participate in customer round table events or advisory boards hosted by the Licensor,

but cannot guarantee either (a) its participation; or (b) its availability.

14.   **GENERAL**

14.1   <u>Assignment</u>. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, consent shall not be required in connection with assignment of this Agreement by a Party to such Party's Affiliate, to a purchaser of all or substantially all of such Party's assets or equity, to a successor in interest of such Party, or as part of a corporate reorganization, consolidation or merger. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of this Section shall be void and of no effect.

14.2   <u>Non-Exclusive Agreement</u>. Nothing in this Agreement shall be construed as prohibiting Licensor from licensing the Software to other parties or from providing services similar to those described herein to other parties.

14.3   <u>Independent Contractors</u>. The relationship between the Parties to this Agreement is and shall be that of independent contractors. It is expressly agreed that nothing in this Agreement shall be construed to create or imply a partnership, joint venture, agency relationship or contract of employment. Neither Party shall have the authority to make any statement, representation or commitment of any kind, or to take any action, which shall be binding on the other Party, except as authorized in writing by the Party to be bound.

14.4   <u>Force Majeure</u>. Nonperformance of either Party, except for the making of payments, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, failure of suppliers, or any other similar reason where failure to perform is beyond the reasonable control and not caused by the negligence of the nonperforming Party; provided that the nonperforming Party (a) notifies the other Party as soon as practicable and describes at a reasonable level of detail the applicable circumstances and (b) continues to perform as and to the extent possible; and provided further that the other Party may terminate this Agreement if such nonperformance continues for a period of thirty (30) days or more.

14.5   <u>Entire Agreement; Amendment</u>. This Agreement (together with any Statements of Work hereunder, all of which are incorporated herein this reference) constitutes the entire agreement between Licensor and Customer regarding the subject matter hereof. All prior or contemporaneous agreements, proposals, understandings and communications between Licensor and Customer regarding the subject matter hereof, whether oral or written, are superseded by and merged into this Agreement. This Agreement may not be modified or amended except by a written instrument executed by both Licensor and Customer.

14.6   <u>Severability</u>. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

14.7   Waiver. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time shall not be construed and shall not be deemed to be a waiver of such Party's rights under this Agreement and shall not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.

14.8   Headings. The article, section and subsection headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation or construction of any provision of this Agreement.

14.9   Export Restrictions. Customer agrees to comply fully with all relevant export laws and regulations of the United States so that no information or technical data provided pursuant to this Agreement, including, but not limited to, the Software and Documentation, is exported or re-exported directly or indirectly in violation of law.

14.10   Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles. Subject to Section 15.12, each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales for the purpose of any legal or equitable action arising under this Agreement.

14.11   Arbitration. Any dispute or claim arising out of or in relation to this Agreement, or the interpretation, making, performance, breach or termination thereof, shall be finally settled by binding arbitration under the commercial rules and the expedited procedures of the London Court of International Arbitration Rules as presently in force (the "**Rules**"). The place of arbitration shall be England. Any monetary award shall be in Pounds Sterling and the arbitration shall be conducted in the English language. Notwithstanding the foregoing, the Parties may apply to the courts of England and Wales for temporary or permanent injunctive relief, without breach of this section, without any abridgment of the powers of the arbitrator(s) and without waiver of their agreement to arbitrate. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), its costs and expenses, including legal fees.

14.12   Nonsolicitation. From the date of this Agreement until 12 months after the termination of this Agreement (the "**Restricted Period**"), neither Party or its Affiliates (including their licensees and sub-licensees) will, without the other Party's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the other Party or its Affiliates to terminate employment with, or cease providing services to, the other Party or its Affiliates, or directly hire any employee or contractor of the other Party in any capacity; provided that neither the publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation nor the consideration and hiring of persons responding to such advertisements will be deemed a breach of this Section unless the advertisement and solicitation is undertaken as a means to circumvent or conceal a violation of this Section.

14.13   Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

LICENSOR   **CUSTOMER**

By: By:_____

Name (print): Henry Duggan   Name (print):_____

Title: Head of Finance and HR   Title:_____