

MASTER SUBSCRIPTION AGREEMENT

This agreement is between Unily **Group** Limited, a company incorporated in England and Wales (registration number 08804209) (**Unily**), and the Customer agreeing to these terms (**Customer**) and is effective as of the date of the last signature below.

1. SOFTWARE SERVICE.

This agreement and the applicable order provide Customer and its Affiliates (defined below) access to and usage of the Unily Internet-based software service application, including, without limitation, its features, functions, and user interface, and underlying software, as specified on an order (**Service**). Implementation, setup, and configuration services (**Professional Services**) that Unily will complete are activities specified in the Unily Onboarding Statement of Work that will be executed alongside this Agreement.

2. USE OF SERVICE.

a. Customer Materials. All data, information, content, and other works uploaded, transmitted or processed by Customer or on behalf of Customer, or through an automated service through Customer's account, to the Service remains the property of Customer, as between Unily and Customer (**Customer Materials**). Customer represents and warrants to Unily that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Materials for use within the Service under this agreement. During the term of this agreement, Customer grants Unily the right to use the Customer Materials solely for purposes of performing the Services under and in accordance with the terms of this agreement (which includes, without limitation, the right for Unily to enhance its technology and offerings). During the term of this agreement, Customer may export Customer Materials, as allowed by the export and report functionality within the Service.

b. Exit Assistance. Upon request by Customer made before or within 30 days after the effective date of termination, Unily will make available to and/or assist Customer with the ability to export and download all Customer Materials. For the avoidance of doubt, Unily will provide an export of the Customer Materials, which includes images and documentation, to the Microsoft Azure blob location.

c. Affiliates and Contractors. Customer, including its Affiliates, may enter into orders with Unily and its Affiliates. An Affiliate entering into an order agrees to be bound by this agreement as if it were an original party hereto. Customer may allow its Affiliates and contractors to use the Service, provided Customer is responsible for their compliance with the terms of this agreement, and use by its Affiliates and contractors is solely for Customer's or Affiliate's benefit. Affiliate means any company controlled by or under common control with the subject entity, directly or indirectly, with an ownership interest of at least 50%.

d. Customer Responsibilities. Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices; (ii) is solely responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of Customer Materials, procuring and maintaining its network connections and telecommunications links from its systems to the Unily Application, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Unily promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's technical documentation and applicable law.

e. Unily Support. Unily must provide Customer support for the Service under the terms of Unily's Customer Support Policy (**Support**) associated with this Agreement, located at <https://www.unily.com/legal/unily-support-service-policies>.

f. Third Party Service. The Service interoperates with third party services (**Third Party Service**), and it depends on the continuing availability of and access to Third Party Service, including application programming interfaces, for full functionality of the Service. Customer is responsible for obtaining all rights and the payment of all fees associated with all Third-Party Service for purposes of this agreement.

g. API. Unily provides access to its application-programming interface (**API**) as part of the Service. Subject to the other terms of this agreement, Unily grants Customer a non-exclusive, non-transferable, irrevocable license to interact only with the Service as allowed by the API, and as follows:

- Customer may not use the API in a manner, as reasonably determined by Unily, that constitutes excessive or abusive usage, or fails to comply with any part of the API. If any of these occur, Unily may suspend or terminate Customer's access to the API on a temporary or permanent basis.
- Unily may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Customer, but Unily will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Unily may add new endpoints or fields in API results without prior notice to Customer.
- The API is provided on an AS IS basis. Unily has no liability to Customer as a result of any change, temporary unavailability, suspension, or termination of access to the API.

3. SERVICE LEVEL AGREEMENT AND WARRANTY.

- a. **Warranty.** Unily warrants to Customer that: (i) Unily will use commercially reasonable efforts to maintain the availability of the Service as provided under section 14 of the Customer Support Policy (which terms are incorporated into this agreement as referenced in Section 2(e) above); and (ii) the Service and Support (both defined above), the protections offered to the Customer by the DPA and the Security Measures (defined below) will be subject to changes during the paid term. **CUSTOMER'S EXCLUSIVE REMEDY AND UNILY'S SOLE OBLIGATION FOR UNILY'S BREACH OF THESE WARRANTIES SHALL BE, FOR (I), A CREDIT TO CUSTOMER AS PROVIDED IN THE LINK ABOVE (OR IF THIS AGREEMENT IS NOT RENEWED, THEN AN EQUIVALENT REFUND) AND FOR (II), AS DESCRIBED IN THE "MUTUAL TERMINATION FOR MATERIAL BREACH" AND "EFFECT OF TERMINATION" SECTIONS SET FORTH IN THIS AGREEMENT.**
- b. **PROFESSIONAL SERVICES WARRANTY. UNILY WARRANTS THAT, FOR A PERIOD OF 30 DAYS FROM DELIVERY, IT HAS PERFORMED THE PROFESSIONAL SERVICES IN CONFORMANCE WITH GENERALLY ACCEPTED PRACTICES WITHIN THE SOFTWARE SERVICES INDUSTRY AND THE STATEMENT OF WORK. CUSTOMER MUST NOTIFY UNILY OF ANY BREACH OF WARRANTY NO LATER THAN 30 DAYS AFTER DELIVERY OF THE PROFESSIONAL SERVICES.** CUSTOMER'S EXCLUSIVE REMEDY AND UNILY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR UNILY TO RE-PERFORM ANY NON-CONFORMING PORTION OF THE PROFESSIONAL SERVICES, OR IF UNILY CANNOT REMEDY THE BREACH, THEN REFUND THE PORTION OF THE FEE ATTRIBUTABLE TO SUCH NON-CONFORMING PORTION OF THE PROFESSIONAL SERVICES. THIS WARRANTY WILL NOT APPLY TO THE EXTENT CUSTOMER, ITS CONTRACTORS, OR AGENTS HAVE MODIFIED ANY ITEM OR HAVE USED SERVICE OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT.
- c. **Service Activation.** Any service activation dates given by Unily are good faith estimates. Time is not of the essence in respect of service activation or any associated pre-activation activities. Unily shall use reasonable endeavors to meet such dates and will not be liable for any losses, costs or damages resulting from delays.
- d. **MAJOR OUTAGE. NOTWITHSTANDING THE FOREGOING, IF THE SERVICE IS AVAILABLE LESS THAN 98% FOR AT LEAST 2 CONSECUTIVE MONTHS OR ANY 3 MONTHS IN A 6-MONTH PERIOD (OTHER THAN WITH RESPECT TO THE SLA EXCLUSIONS), THEN UPON WRITTEN NOTICE, CUSTOMER MAY TERMINATE THE APPLICABLE ORDER FOR CONVENIENCE AND UNILY WILL REFUND ANY UNUSED AND PREPAID FEES FOR THE SERVICE, CONDITIONED ON CUSTOMER EXERCISING THIS TERMINATION RIGHT WITHIN 3 MONTHS OF THE FIRST DATE CUSTOMER CAN EXERCISE THIS TERMINATION RIGHT FOR THE APPLICABLE SLA VIOLATIONS.**
- e. **DISCLAIMER. UNILY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE UNILY TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, UNILY DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS AND AGREES THAT (I)**

THE SERVICE MAY NOT BE ERROR-FREE AND THE USE MAY BE INTERRUPTED, AND (II) UNILY IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY SERVICE ISSUES.

4. PAYMENT.

- a. **Fees and Payment.** Customer must pay all fees as specified on the order, but if not specified, then within 30 days of receipt of an invoice. Following the end of the **thirty (30)** days and in the event the Customer has not paid any undisputed invoices, Unily may, without affecting any other right or remedy, (i) charge interest at an annual rate equal to 4% on the outstanding amount, above the Bank of England's published Bank Rate from time to time which shall accrue daily (both before and after any judgement) and shall be compounded quarterly and (ii) upon a prior written notice to the Customer, suspend access to the Services and ultimately terminate the Agreement pursuant to clause 7(b). The fees are exclusive of sales, use, withholding, VAT and other similar taxes, and Customer is responsible for payment of such taxes at the rate and in the manner for the time being prescribed by law. If Unily has the legal obligation to pay or collect taxes for which Customer is responsible under this section, Unily will invoice Customer and Customer will pay that amount unless Customer provides Unily with a valid tax exemption certificate authorized by the appropriate taxing authority. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.
- b. **Add On Modules.** Customer's administrator within the Service may activate add-on modules, which are described at <https://www.unily.com/pricing> (**Modules**). Unily conducts regular inspections of usage of the Modules. If Customer's usage includes non-purchased Modules, Unily will notify Customer, including a summary of such non-purchased Modules usage, Customer will have 3 months (**Rectification Period**) to rectify such use from the date of notice by Unily. Should the usage continue following the end of the Rectification Period, Unily will be entitled to invoice the Customer for the additional Modules usage, and the Customer will be liable for any additional charges arising from the non-purchased Modules usage continued after the Rectification Period and not covered under the agreed order. Where additional Modules are required, these will be charged on a pro-rata basis for the remainder of the order duration.

5. MUTUAL CONFIDENTIALITY AND DATA SECURITY.

- a. **Definition of Confidential Information.** Confidential Information *means* all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Unily's Confidential Information includes, without limitation, the Service, non-public pricing information, and the Customer's Confidential Information includes, without limitation, the Customer Materials.
- b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any purpose outside the scope of this agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees, and contractors who need that access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this agreement.
- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order.
- d. **DPA and Security Measures.** The Data Protection Addendum located at <https://www.unily.com/privacy-hub/data-protection-addendum> and Security Measures located at <https://www.unily.com/privacy-hub/security-measures> both are incorporated into this agreement for all purposes, to the extent it applies to Customer based on applicable law.

6. PROPERTY.

- a. **Reservation of Rights.** Unily is the sole owners of the Service and Professional Services, including all associated intellectual property rights, and they remain only with Unily. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Unily reserves all rights that are not expressly granted in this agreement.
- b. **Restrictions.** Customer *may not*: (i) sell, resell, rent, license, sublicense, or lease the Service or use it in a service-provider capacity; (ii) use the Service to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks; (v) reverse engineer the Service except as allowed by applicable law despite this limitation; or (vi) access the Service to build a competitive service or product, or copy any feature, function, or graphic for competitive purposes. Where Unily reasonably suspects that there has been a breach by the Customer of this provision, Unily may suspend Service to Customer if Unily believes in good faith that Customer's use of the Service poses an imminent threat to the security, availability or legality of the Service while it investigates the matter without affecting Unily's other rights; in such event, Unily will work with Customer to address the issue and restore Service as quickly as possible.
- c. **Statistical Information.** Unily may compile statistical information related to the performance of the Service and may make such information publicly available, provided that such information does not identify Customer Materials. Unily retains all intellectual property rights in such information.

7. TERM AND TERMINATION.

- a. **Term.** The term of this agreement shall continue until termination under the conditions set forth herein or expiration of the applicable order form.
- b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period if the breach has not been cured.
- c. Either party may terminate this agreement by providing written notice to the other party in the event that the other party (a) submits a petition related to bankruptcy or insolvency, reorganization, or the appointment of a receiver or trustee for their assets in any court or agency according to the statutes or regulations of any state, country, or jurisdiction, (b) receives an involuntary petition against them in an insolvency proceeding that remains undismissed after 90 days from the date of filing, or (c) assigns the assets connected to this agreement to benefit their creditors.
- d. **Return of Customer Materials.**
 - Within 30 days after termination, upon request Unily will make the Service available for Customer to export Customer Materials as provided in **Section 2(b)**.
 - After such 30-day period, Unily has no obligation to maintain the Customer Materials and may destroy it.
- e. **Effect of Termination.** If this agreement is terminated for Unily's material breach, Unily will refund the Customer fees prepaid and prorated to cover the remainder of the affected term of all orders after the termination effective date. If this agreement is terminated for Customer's breach, Customer will pay any undisputed fees that are due and payable to Unily for the term of all orders. Upon request, following any termination of this agreement, each party will destroy or return all of the other party's property that it holds, subject to the "Return of Customer Materials" section above.

8. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, UNILY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION,**

COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.

- b. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR UNILY'S INDEMNITY OBLIGATIONS, UNILY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, PROVIDED THAT UNILY HAS BEEN MADE AWARE OF THE ALLEGED DAMAGES WITHIN SIX (6) MONTHS AFTER SAID DAMAGES HAVE OCCURRED, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.**

9. INDEMNIFICATION FOR THIRD-PARTY CLAIMS.

- a. Unily will defend or settle any third-party claim against Customer to the extent that such claim alleges that Unily technology used to provide the Service infringes a copyright, patent, trademark, or other intellectual property right, if Customer promptly notifies Unily of the claim in writing, cooperates with Unily in the defense, and allows Unily to solely control the defense or settlement of the claim. **Costs.** Unily will indemnify and hold harmless Customer from any infringement claim defense costs it incurs in defending Customer under this indemnity, Unily-negotiated settlement amounts agreed to by Unily, and court-awarded damages. **Process.** If such a claim appears likely, then Unily may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Unily determines that none of these are reasonably available, then Unily may terminate the Service and refund any prepaid and unused fees. **Exclusions.** Unily has no obligation for any claim arising from: Unily's compliance with Customer's specifications; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer Materials; or technology or aspects not provided by Unily. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND UNILY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.**
- b. Customer will defend any third-party claim against Unily that alleges any part of the Customer Materials: (i) is unlawful, and/or (ii) was provided without authorization to the Service, and/ or (iii) infringes or violates a patent, copyright, trademark, or other right. Customer will indemnify and hold harmless Unily from the above claims and pay all costs, damages, losses, penalties and attorney's fee, including fees a court awards or that are included in a settlement. Unily will promptly notify Customer of the claim in writing, cooperate with Customer in the defense, and allows Customer to solely control the defense or settlement of the claim.

10. GOVERNING LAW AND FORUM.

The agreement and any disputes or claims 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. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

11. DISPUTE RESOLUTION.

The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section. The Parties will not be entitled to proceed to issue through the courts of competent jurisdiction without first exhausting its obligations under this clause.

12. COMPLIANCE WITH APPLICABLE LAWS.

a. The Customer shall (and shall procure that any person or entity associated with it shall) comply with all Applicable Laws from time to time in force, including without limitation in force in the United Kingdom, the United States and the European Union. Throughout the term of this Agreement the Customer agrees to:

- have, maintain in place and comply with its own policies and procedures as are reasonable to ensure compliance by the Customer (and by third Parties engaged by it or on its behalf) in connection with this clause 12, and will enforce them where appropriate;
- ensure that any person or entity associated with it in connection with this Agreement does so on the basis of a written contract which imposes terms equivalent to those imposed on the Customer in this clause 12 ("Relevant Terms"). The Customer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Unily for any breach by such persons of any of the Relevant Terms;
- from time to time if required by Unily, confirm in writing that it has complied with this clause 12 and provide information reasonably required by Unily in support of such compliance;
- undertake appropriate diligence and monitoring designed to identify and prevent any breach of this clause 12 in relation to any third party engaged by or on its behalf in connection with this Agreement; and
- immediately report to Unily if it (or any person or entity associated with it) becomes (i) the subject of any investigation or enforcement proceeding concerning any alleged breach of this clause 12; or (ii) aware of any act, omission or thing which is a breach or potential breach of this clause 12 (or equivalent provisions) including where done by any person or entity associated with it.

b. Without prejudice to the generality of clause b., the Customer shall (and shall procure that any person or entity associated with it shall) comply with all applicable laws from time to time in force (including without limitation in force in the United Kingdom, the United States and the European Union) relating to anti-bribery, anti-corruption, anti-money laundering and anti-terrorist financing, including but not limited to the United Kingdom Bribery Act 2010 and the United States Foreign Corrupt Practices Act ("Anti-bribery Law"). The Customer agrees that it shall:

- comply with any policies of Unily in relation to Anti-bribery Law, as may be updated by Unily from time to time;
- promptly report to Unily any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement;
- immediately notify Unily (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
- from time to time if required by Unily confirm in writing it has complied with this clause c. and provide information reasonably required by Unily in support of such compliance, and provide all assistance to Unily with any investigation in respect of Anti-bribery Law; and
- promptly report to Unily if it is the subject of any investigation, inquiry, or enforcement proceedings or is debarred or suspended by any governmental, administrative, or regulatory body regarding any offence or alleged offence under Anti-bribery Law.

c. For the purpose of this clause d., the meaning of "adequate procedures" and "foreign public official" and whether a person is "associated with" another person shall be determined in accordance with the United Kingdom Bribery Act 2010 and any related guidance issued pursuant to that Act.

d. Without prejudice to the generality of clause b., the Customer shall (and shall procure that any person or entity associated with it shall) comply with all applicable laws from time to time in force relating to all applicable export control regulations, foreign trade laws, any sanctions and embargoes including those of the United Kingdom, the European Union, and the United States of America ("Export and Sanctions Law"). The Customer warrants that:

- it shall only use, make available or in any other way utilise the Services provided by Unily in compliance with Export and Sanctions Law;
- it and all persons and entities directly or indirectly involved with it are permitted to carry out the activities contemplated under this Agreement under Export and Sanctions Law; and
- the Customer's use of the Services shall not expose Unily to any prohibitions, restrictions or liabilities under Export and Sanctions Law.

e. The Customer warrants that it has not been convicted of any offence relating to any breach of applicable laws referred to under clauses a., b., c., d.

g. Notwithstanding any other terms of this agreement and without prejudice to any accrued rights Unily may have under this agreement or otherwise:

- the Customer shall maintain adequate records to demonstrate compliance with the requirements of this clause 12 and, on request, provide Unily with access to such records and cooperate fully and assist Unily with any audit or investigation in respect of these requirements;
- the Customer shall indemnify Unily at all times against all claims, demands, costs (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by the Customer (or by any person or entity associated with it) arising from or in connection with any breach by the Customer of this clause 12; and
- in the event or any actual or alleged breach of this clause 12 by the Customer, Unily shall be entitled at any time (at its sole discretion) to suspend performance of this Agreement in whole or in part, or terminate this agreement, with immediate effect.

13. OTHER TERMS.

- Entire Agreement and Changes.** This agreement and the order form constitute the entire agreement between the Parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise, or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both Parties sign it.
- Notices.** Notices under this agreement will be written and be effective on (i) the second business day after mailing, (ii) confirmed delivery by courier service, or (iii), except for notices of breach or an indemnifiable claim (Legal Notices), the day sent by email. Notices to Unily will be addressed to its **ATTN: Accounts** with a copy to its **ATTN: Contracts Department**, at the address listed in the signature block and to Accounts@unily.com, with a copy to Contracts@unily.com. Billing notices to Customer will be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer will be addressed to Customer and be clearly marked as Legal Notices. Other notices to Customer will be addressed to the account contact designated by Customer.
- No Assignment.** Neither party may assign or transfer this agreement to a third party, except that the agreement and all orders may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.
- Independent Contractors.** The Parties are independent contractors with respect to each other, and neither party is an agent, employee, or partner of the other party or the other party's Affiliates.
- Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labour disruptions, Internet outages, criminal conduct, denial of service attacks, and disruptions in the supply of utilities, whether foreseeable or not.

- f. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.
- g. **No Additional Terms.** Unily rejects additional or conflicting terms of a Customer's form-purchasing document.
- h. **Order of Precedence.** If there is an inconsistency between this agreement, the SOW, and an order, the Agreement prevails. Order of precedence is as follows: Agreement, SOW, then the applicable order.
- i. **Survival of Terms.** All provisions of this agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this agreement must survive expiration or termination of this agreement until fully performed or otherwise are inapplicable. The UN Convention on Contracts for the International Sale of Goods does not apply.
- j. **Insurance.** During the Term of this Agreement, Unily shall maintain adequate insurance that will protect the Customer and/or any additional insured from claims which may arise out of or result from the Services provided under this Agreement.
- k. **Mobile Software.** Unily may make available mobile software to access the Service via a mobile device (**Mobile Software**). To use the Mobile Software, Customer must have a mobile device that is compatible with the Mobile Software. Unily does not warrant that the Mobile Software will be compatible with Customer's mobile device. Customer may use mobile data in connection with the Mobile Software and may incur additional charges from Customer's wireless provider for these services. Customer agrees that it is solely responsible for any such undisputed charges. Customer acknowledges that Unily may, from time to time, issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that Customer is using on its mobile device. Customer consents to such automatic upgrading on its mobile device and agrees that the terms and conditions of this agreement will apply to all such upgrades. If the mobile device software is acquired from an Apple platform (**App Store Software**), the following terms located at <https://www.unily.com/legal/unily-mobile-software-policies> shall apply.
- l. **Feedback.** If Customer provides feedback or suggestions about the Service, then Unily (and those it allows to use its technology) may use such information without obligation to Customer.

[xxx] (Customer)	Unily Group Limited (Unily)
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Company registration number: Address:	Company registration number: 08804209 Address: First Floor, The Granary, Abbey Mill Business Park, Lower Eashing, Guildford, Surrey, GU7 2QW

