

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (these "General Terms" or this "Agreement") govern the use of any and all of the services provided by Grove (collectively, the "Services"). These General Terms are hereby incorporated into the transactional documents such as, inter alia, "Customer Quote", "Service Agreement" or "Statement of Work" (each, a "Services Order") entered into by the customer (the "Customer") and the applicable Grove entity ("Grove"), as each is identified in the Services Order. A Customer's purchase of certain Services may be subject to Service specific terms ("Service Specific Terms ") which shall be included herein as addenda when required.

THIS AGREEMENT IS MADE AND ENTERED INTO AS OF THE DATE CUSTOMER EXECUTES THIS AGREEMENT OR A SERVICE ORDER THAT REFERENCES THIS AGREEMENT (THE "EFFECTIVE DATE"). AS OF THE EFFECTIVE DATE, (I) YOU AGREE TO THE TERMS OF THIS AGREEMENT, (II) YOU ACKNOWLEDGE THAT AN ELECTRONIC SIGNATURE IS LEGALLY BINDING, JUST AS A PEN-AND-PAPER SIGNATURE IS, AND (III) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER" OR "END USER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

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For and on behalf of Grove

For and on behalf of

(the "Customer")

1. Provision of Services.

1.1. Grove will provide or will procure the provision of the Services described in each Services Order in accordance with the provisions of the applicable Services Order, these General Terms and if applicable, Service Specific Terms.

1.2. Modifications. Customer acknowledges that the Services may be modified by Grove and/or its licensors or suppliers, which modification will be provided to Customer at no additional cost and with the objective of providing Customer with equal or enhanced Services.

1.3. Service Availability. Should a Service provided hereunder be discontinued or become commercially unviable, Customer agrees that Grove may, in its sole discretion, replace such Service with a functionally equal one without incurring any liability to Customer.

2. Customer Obligations.

2.1. **Access Control.** Customer will implement and maintain reasonable and appropriate controls to ensure that End User Accounts are used only by the End User to whom they are assigned and to manage and monitor End Users, including designating one or more administrators responsible for access control. Customer is solely responsible for the acts or omissions of any End User who obtains access to the Services through Customer or Customer's systems. Customer will notify Grove promptly when it becomes aware of any unauthorized access or use.

2.2. **Restrictions.** Customer will not: (a) use the Services in any manner that violates any applicable law or regulation (including but not limited to where Customer is required to obtain permissions or authorizations to permit Grove to perform its obligations hereunder); (b) use the Services in a manner that violates any industry standards concerning unsolicited email; (c) use the Services in a manner that introduces any viruses, malicious code, or any other items of a harmful nature; or (d) engage in any activity that could reasonably be expected to interfere with or disrupt the Services. Customer will defend and indemnify Grove in the event of any third party claim or regulatory action arising out of Customer's breach (or alleged breach) of the terms of this Section 2.2.

2.3. **Restrictions on Use.** Unless Grove specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for compliance to any applicable Export Control Laws.

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3. Term and Termination.

3.1. **Term.** These General Terms will remain in effect until the conclusion of all agreed-to Services Orders between Customer and Grove.

3.2. **The Subscription Term.** The Subscription Term shall be as specified in the applicable Service Order. Except as otherwise specified in an Service Order, subscriptions will automatically renew for additional periods equal to the expiring Subscription Term unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant Subscription Term or if the Subscription Term is less than ninety (90) days, at least one (1) calendar month prior to its conclusion.

3.3. **Termination.** Termination may not occur before the expiry of the Subscription Term unless: (i) the Service Order includes a Cool-off Period, in which case Customer may terminate the Service Order with or without cause at any time during the Cool-off Period or (ii), subject to and in accordance with clause 3.4, and 3.5 hereunder.

3.4. Grove reserves the right to terminate this Agreement in the following circumstances:

3.4.1. In the event of the Customer failing to make payment in respect of any invoiced amount which is more than ten (10) days overdue; or

3.4.2. If the Customer is sequestered, placed into liquidation or under or provisional liquidation. Such termination being deemed to take effect the day before the sequestration / liquidation or provisional liquidation occurs.

3.5. **Termination for Breach.** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice, unless such breach is for non-payment and then within five (5) days of such notice.

3.6. **Effects of Termination.** If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in clause 13.11); (ii) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

4. Fees and Payments.

4.1. In consideration of Grove's licensors or suppliers supplying the Service to the Customer, the Customer shall be liable to pay Grove fees in accordance with this Section 4.

4.2. **Subscriptions.** Unless otherwise provided in the applicable Service Order, (a) Services are purchased as subscriptions, (b) subscriptions may be added during a Subscription Term, with the term for such additional subscriptions to be prorated for the portion of that Subscription Term remaining at the time the mid-term subscriptions are added, and (c) any added subscriptions will terminate on the same date as the Subscription Term.

4.3. The fees for Services stated on the Service Order, are those in effect as of the Billing Start Date and may be revised by Grove with (90) day's prior written notice to Customer and such new rates will be effective for the following Subscription Term. Notwithstanding anything to the contrary contained herein, any increase in fees from Grove's suppliers payable in respect of Services rendered by Grove under this Agreement may be passed on to the Customer by way of prior written notice to the Customer.

4.4. You will pay all fees specified in Service Orders. Except as otherwise specified herein: (i) upon renewal of a Subscription, quantities renewed will be in accordance with the total Service quantities purchased or actual usage on the date of renewal, whichever total is greater , (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. You will be responsible for any payments owed but not paid by any of your Affiliates ordering Services hereunder.

4.5. Unless otherwise provided in the applicable Service Order each invoice is payable no later than fourteen (14) days from invoice date. All payments to be made under this Agreement shall be made free and clear of all bank deductions, and without any reduction for any and all taxes, duties, fees or charges that are imposed or authorised by regulatory and governmental entities in respect of the provision of the Services, and shall pay to Grove or reimburse Grove for such amounts as are paid by Grove in respect of the same.

4.6. With the exception of a valid invoice dispute under the terms of clause 4.7 below, Grove reserves the right to charge and Customer agrees to pay interest compounded daily at the annual rate of five percent

(5%) above the prime overdraft rate charged by Grove's principal bankers, from the date such payment was due until the date paid. Grove may decline to make any shipments of the Service or provide Services, if in Grove's reasonable opinion, circumstances do exist which raise doubt as to Customer's ability or willingness to pay as provided herein failure to make timely payment may, in Grove's sole discretion, result in immediate termination of access to the Services without further notification.

4.7. Invoice Disputes. Any invoice disputes must be submitted in writing, prior to the invoice due date. If only part of an invoice is disputed the Customer will pay the undisputed amount of the invoice. The parties will then in reasonable and good faith determine if the dispute is valid and agree a resolution. If any invoice dispute has not been resolved within ninety (90) days after the disputed invoice is due Grove reserves the right to suspend the Service until either the overdue payment is received or the invoice dispute is resolved.

4.8. Direct Debit. If your payment method is via direct debt (as recorded in the relevant Service Order) the following conditions apply:

4.8.1. Instalments are administered using a Direct Debit payment scheme and processed on behalf of Grove, by GoCardless. GoCardless is authorised by the Financial Conduct Authority under the Payment Services Regulations 2009, registration number 597190, for the provision of payment services. GoCardless is a BACS approved bureau.

4.8.2. You agree that we can charge you any amount(s) pursuant to the relevant Service Order and the Terms of this Agreement.

4.8.3. We'll attempt to collect the Direct Debit instalments on the agreed date(s). If the first attempt at collecting a payment is not successful for any reason, we will make further attempts to collect. If our further attempt(s) to collect payment fails, the instalment payment will be skipped, and you agree to pay the skipped installment payment within 14 days of our last attempt to collect payment by a suitable alternative payment method.

4.8.4. Where applicable, we will continue to collect the next scheduled payment instalment as normal after any failed payment.

4.8.5. If your payment fails the month after a previous failed payment, we reserve the right to cancel your Direct Debit payment plan and all payments that remain due for the entire remaining Subscription Term must then be paid by you by a suitable alternative payment method within 14 days of your Direct Debit payment plan being cancelled.

4.8.6. If you do not set up the Direct Debit instalments, or you (or we) cancel your Direct Debit (whether or not you have made any instalment payments), you need to pay all remaining Fees per the Service Order within 14 days unless stated otherwise by us.

4.8.7. Once your Direct Debit has been cancelled it is not possible to reinstate it, unless a new Direct Debit mandate/subscription is agreed.

5. Technical Support and Professional Services.

5.1. By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Grove.

5.2. By Grove. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Grove in accordance with the support package Customer has purchased from Grove as defined in the Service Order and provided Customer is current in payment of the applicable Fees.

5.3. Grove warrants that it shall extend its best efforts to ensure that the Professional Service meets the specifications as defined in the Service Order within the time frame specified therein and in the case of Application development that the application is substantially free of defects. As Customer's sole and exclusive remedy and Grove's entire liability for any breach of the foregoing warranty, Grove will, (i) use reasonable efforts to provide a work around, or otherwise re-perform the Professional Services or, if Grove is unable to do so, (ii) terminate the applicable Service Order and refund that portion of any Fees paid to Grove that correspond to the allegedly defective Professional Services.

6. Suspension. Except , in the case of a valid invoice dispute under the terms of clause 4.7, Grove reserves the right to suspend the Services without written notice to the Customer if any payment under this Agreement is overdue by more than forty five (45) days. In the case of a resolved invoice dispute the payment due date shall mean ten (10) days after a dispute resolution date.

7. Confidential Information.

7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfil its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

7.2. Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

7.3. Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

8. Publicity.

Customer agrees that Grove may include Customer's name or Brand Features in a list of Grove customers, online or in promotional materials. Customer also agrees that Grove may verbally reference Customer as a customer of Grove.

9. Representations, Warranties and Disclaimers.

9.1. Representations and Warranties. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PROPOSALS OR PRIOR OR CONTEMPORANEOUS AGREEMENTS, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Grove warrants that it will provide the Services in accordance with the applicable SLA and that it holds all licenses and consents, permissions or approvals necessary for the provision of the Service at the date of this Agreement and there are no factors that might in any way prejudice the continuance or renewal of the Service or consents by Grove.

9.2. Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GROVE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

10. Indemnification.

10.1. By Customer. Customer will indemnify, defend, and hold harmless Grove from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Service.

10.2. By Grove. Grove will indemnify, defend and hold harmless Customer against any losses, costs and damages arising from a claim by a third party against Customer that the Services, or any part thereof, infringe any intellectual property or proprietary rights of such third party or misappropriates any protected trade secret of such third party. Grove's obligations under this clause 10.2 are subject to Customer providing Grove with (i) prompt written notice of the claim, (ii) sole control over the defence or settlement, and (iii) reasonable support and cooperation with regard to the defence. In the event that Grove's right to provide the Services is prohibited or otherwise restricted or in Grove's reasonable opinion is likely to become prohibited or otherwise restricted, Grove may, at its expense, obtain the right to continue providing the Services, replace or modify the Services so that they become non-infringing but remain functionally equivalent and at the standard outlined in this Agreement, or if such remedies are not reasonably available, terminate this Agreement and refund to Customer any prepaid amounts applicable to the period following such termination.

11. Limitation of Liability.

11.1. Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

11.2. Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GROVE FOR THE SERVICES DURING THE SUBSCRIPTION TERM IN WHICH THE EVENT GIVING RISE TO LIABILITY OCCURED.

11.3. Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

11.4. Should Grove deliver application development then the Customer acknowledges that the Customer is responsible for checking all the mathematical computation within the Application. Grove has no liability should the computation subsequently be found to be incorrect.

12. Non-competition and non-solicitation. During the term of this Agreement and for a period of twenty four (24) months after the expiration or termination of this Agreement for any reason, the Customer agrees that it shall not without the specific written permission of Grove:

- (a) directly or indirectly induce any customers or clients of Grove, introduced to it, to patronize the Customer or any similar business;
- (b) directly or indirectly request or advise any customer or client of Grove, introduced to it, to withdraw, curtail, or cancel such customer's or client's business with Grove;
- (c) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers or clients of Grove that have been disclosed to it by Grove;
- (d) induce or attempt to induce any employee, agent or former employee or agent of Grove to leave the employ of Grove;
- (e) hire any employee, agent or former employee or agent in any business capacity.

13. Miscellaneous.

13.1. Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

13.2. Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

13.3. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

13.4. No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

13.5. Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

13.6. No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

13.7. Third-Party Beneficiaries. Grove's licensors and/or suppliers have third party rights under this Agreement. Subject to the foregoing, no other person other than a party to this Agreement shall be entitled to enforce any term of it save that where an Agreement, in accordance with Section 10 above, is entered into pursuant to which any rights and/or obligations contained in this Agreement are permissibly assigned or novated to a third party, nothing in this clause shall, of itself, operate to prevent the assignee from taking the benefit of, and enforcing, any rights so assigned.

13.8. Third Party Requests. Customer is responsible for responding to Third Party Requests. Grove will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for

Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Grove only if it cannot reasonably obtain such information.

13.9. **Ownership.** Nothing in this Agreement or otherwise will be deemed to grant to Customer any right, title or interest, in whole or in part to the Services, including all intellectual property rights therein.

13.10. **Governing Law.** This Agreement is governed by the laws of England and Wales. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO THE EXCLUSIVE VENUE OF THE COURTS OF ENGLAND AND WALES.

13.11. **Survival.** The following sections and clauses will survive expiration or termination of this Agreement: Section 4, 7, 10 and 11.

13.12. **Amendments.** Modifications and amendments to this Agreement shall be invalid, unless made in writing and signed by duly authorized officers of each party hereto and expressly state that it is amending this Agreement.

13.13. **Entire Agreement.** This Agreement and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject (the "Agreement").

13.14. **Interpretation of Conflicting Terms.** In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Service Order(s), (2) these General Terms, and then (3) the applicable Service Specific Terms.

13.15. **Counterparts.** The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

14. Definitions.

"**Administrators**" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"**Agreement**" means These General Terms and all documents referenced herein

"**Billing Start Date**" If the Service Order includes a Cool-off Period , "Billing Start Date" means the first day following the Cool-off Period. If the Service Order does not include a Cool-off Period the "Billing Start Date" will coincide with the Effective Date.

"**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"**Confidential Information**" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"**Customer Data**" means data, including email, provided, generated, transmitted or displayed via the Services by Customer, or Grove on behalf of Customer.

"**Effective Date**" means the date of commencement of the Service Order, unless stated otherwise on the Service Order this is the date the Customer signs the Service Order.

"**End User Account(s)**" means an account established through the Services for an End User.

"**End Users**" means an individual who is has been permitted or enabled by Customer to use one or more of the Services.

"**High Risk Activities**" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the failure of the Services could lead to death, personal injury, or environmental damage.

"**Intellectual Property Rights**" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Application" means the software system or application software which Grove has been appointed to develop/customise in accordance with the features and specifications agreed to between Customer and Grove.

"Professional Services" means installation, implementation, data migration, Application development or other consulting services provided by Grove to Customer.

"Service Order" means any transactional documents such as inter alia, "Customer Quote", "Service Agreement" or "Statement of Work" specifying the Services to be provided hereunder including any addenda and supplements thereto, entered into between Grove and Customer.

"Service Specific Terms" means additional terms which Customer's purchase of a Service may be subject to. Service Specific Terms shall be attached hereto as addenda when Customer purchases Services subject to Service Specific Terms for the first time.

"Services" means the Services provided by Grove to Customer under this Agreement. The Services are as described in the applicable Service Order.

"SLA" means the Service Level Agreement.

"Subscription Term" means the period of time during which End Users are permitted to use the Services hereunder, as specified in the applicable Order Form and including all renewals or extensions thereof.

"Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"You" or "Your" means the person accepting this Agreement, or, if applicable, the company or other legal entity for which you are accepting this Agreement.