

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") dated _____ ("Effective Date") are entered into by and between The Gordian Group Limited, and its subsidiaries, with its principal place of business at 52 Hurricane Way, Norwich Airport, Norwich, Norfolk, England, NR6 6JB ("Gordian") and [Customer Legal Entity Name], with its principal place of business at [Customer Address] ("Customer").

1. DEFINITIONS.

- a. **"Affiliates"** means any company that owns, is owned by, or under common ownership with Gordian. Such Affiliates may enter into an SOW or Order Document with Customer pursuant to these Terms and such Affiliate shall be considered Gordian pursuant to such SOW or Order Document, solely for purposes of these Terms as applicable to such Order Document or SOW.
- b. **"Content"** means all materials used and accessed by Customer through the Services, including, without limitation, text, images, Software, audio and video clips, databases, and Data.
- c. **"Customer Data"** means any data and information that Customer (including any Authorized Users as defined below) provides, generates, transfers or makes available to Gordian under the Terms in any format.
- d. **"Data"** means any data that Gordian makes available to Customer via the Services, including but not limited to construction cost data, regardless of the Services purchased or licensed by Customer.
- e. **"Deliverables"** means the output generated from any Services.
- f. **"Intellectual Property"** means, without limitation, Data, inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, Software, source code, object code, algorithms, the generalized features of the structure, sequence and organization of Software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, and training methodology and materials.
- g. **"Order Document"** means a document attached to or incorporated herein that details the Data or Subscription Services being provided to Customer and the pricing for such Data or Subscription Services.
- h. **"Professional Services"** means data conversion, implementation, site planning, configuration, integration and deployment of the Software, training, project management, facility condition assessment and other services.
- i. **"SaaS Subscription"** means the provision of Software and/or Data, hosted by Gordian or its third party providers and accessed by Customer via the internet, as a service and as set forth in an applicable Order Document. SaaS Subscriptions are provided subject to the additional terms set forth in Gordian's SaaS Terms of Use found at: <https://www.gordian.com/tgg/policy/SaaS-Terms-of-Use.pdf>.
- j. **"Services"** means any one or combination of Software, Data, SaaS Subscription or Professional Services.
- k. **"Software"** means each Gordian-developed, licensed and/or Gordian-owned software product in machine readable object code (not source code), the documentation for such product, and any updates thereto.

- I. **“SOW”** means a statement of work identifying the mutually agreed to Professional Services.

2. SERVICES.

- a. **Order Documents/Statements of Work.** Gordian will perform the mutually agreed upon Services for Customer described in Exhibit B or in one or more other SOWs or Order Documents as the parties may agree to in writing from time to time. Each SOW or Order Document, once signed by the authorized representatives of both parties, shall become a part of the Terms.
- b. **Change Orders.** Either party may propose a change order to add to, reduce or change the Services ordered in the SOW or Order Document. Each change order shall specify the change(s) to the Services or Deliverables, and the effect on the time of performance and on the fees owed to Gordian, due to the change. Once agreed to and executed by both parties, a change order shall become a part of the SOW or Order Document.
- c. **Fees.** Professional Services shall be provided on either a fixed fee basis or a time and materials (“T&M”) basis, as set out in Exhibit B or the applicable SOW or Order Document. If an SOW or Order Documents is a T&M engagement and an estimated total amount is stated in the applicable SOW or Order Document, that amount is solely a good faith estimate for Customer's budgeting and Gordian's resource scheduling purposes and not a guarantee that the work will be completed for that amount. If Customer wishes the Gordian personnel to perform on Customer's site, Customer agrees it shall give Gordian at least two (2) weeks' prior notice so Gordian can make appropriate travel arrangements.
- d. **Delays/Costs Overruns.** In the event of any delay in Customer's performance of any of the obligations set forth herein or in an SOW or Order Document, or any other delays caused by Customer, the milestones, fees and date(s) set forth in the SOW or Order Document may be adjusted on a T&M basis as reasonably necessary to account for such delays. The adjustment shall be made by change order in accordance with the provisions of Section 2(b) (Change Orders) above. Unless otherwise set forth in an SOW or Order Document, if Customer reschedules Professional Services hereunder on less than ten (10) days prior written notice, Customer will reimburse Gordian for the delayed resources for the duration of the delay up to ten (15) days on a T&M basis.
- e. **Responsibility.** Gordian shall be responsible for securing, managing, scheduling, coordinating and supervising Gordian personnel, including its subcontractors, in performing the Services.
- f. **Cooperation.** Customer shall provide Gordian with commercially reasonable cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Gordian in order to provide the Professional Services, including, but not limited to, providing security access, information, and software interfaces to Customer's applications, and Customer personnel, as may be reasonably requested by Gordian from time to time. Customer acknowledges and agrees that Gordian performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Professional Services. Gordian shall be entitled to rely on all decisions and approvals of Customer.
- g. **Customer Data.** Customer Data shall be provided to Gordian in a format approved by Gordian or additional charges will apply. Customer is responsible for the accuracy and completeness of its information and Customer Data. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all necessary rights, consents, and permissions necessary for Gordian to use Customer Data under the Terms without violating or infringing laws, third-party rights, or terms or policies that apply to the Customer Data. Gordian's performance is dependent on Customer's timely provision of accurate and complete resources and information, including but not limited to detailed, precise and clear specifications for any deliverables.
- h. **Scope of Services.** Customer acknowledges and agrees that Gordian is being engaged to assist Customer's' development of a strategic direction regarding facility maintenance, repairs, and

optimization, rather than providing definitive recommendations regarding work to be undertaken for Customer's facilities.

3. **COMMERCIAL SERVICES, SOFTWARE AND DATA.** The Services, Software, and Data provided by Gordian are commercial items, developed at private expense, as defined in FAR 2.101. If the Software and Data are provided to the United States Government for end use, the government's data and software rights related to the Software and Data shall include only those rights defined herein. These customary commercial license rights are provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, or Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

4. **PAYMENT AND TAXES.**

- a. **Invoices.** Except as set forth in any SOW or Order Document, Professional Services will be invoiced upon execution of the Terms, SaaS Services will be invoiced upon execution of the Terms and any Software licenses will be invoiced upon delivery of such Software.
- b. **Fees and Payment Terms.** Fees are specified in the applicable SOW or Order Document and unless stated otherwise are denominated and payable in Pounds Sterling (GBP). Unless agreed otherwise in an applicable SOW or Order Document, fees are due within thirty (30) days of invoice date.
- c. **Overdue Charges.** In the event any fees are not received by Gordian by the due date, then Gordian may (i) charge interest on any past due balances at the lesser of: (a) 1½% per month, or (b) the highest rate allowed by law, and (ii) be entitled to condition future purchases on shorter payment terms. Customer acknowledges that, if it fails to provide a purchase order number when required for payment, or it delays payment by requesting payment conditions not set forth in the Terms, Gordian's right to pursue overdue charges will not be waived.
- d. **Suspension of Services and Acceleration.** In the event any undisputed amounts are thirty (30) or more days overdue, Gordian may (without limiting any of its other rights and remedies) (i) suspend its performance and (ii) require full payment of undisputed, past due amounts before any additional performance is rendered by Gordian and (iii) accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable SOW or Order Document shall be due and owing.
- e. **Taxes.** Unless expressly provided otherwise, the prices in these Terms do not include applicable taxes. Customer agrees to pay any taxes, other than those based on Gordian's net income, arising out of these Terms. If Customer is tax-exempt, Customer agrees to send Gordian a copy of its tax-exempt certificate prior to execution of any SOW or Order Document.
- f. **T&E Expenses.** Unless otherwise noted within the SOW or Order Document, Gordian's reasonable travel and lodging expenses incurred by Gordian in the performance of any Services on Customer's site will be billed separately at actual cost.
 - 1) Gordian will provide Professional Services via phone, internet, and email or otherwise remotely from the Gordian premises unless otherwise stated in the relevant SOW or Order Document.
 - 2) In the event Customer cancels or reschedules any on-site engagement with Gordian, Gordian will invoice Customer and Customer will pay for the cancellation and/or change fees associated with rebooking travel and arrangement.
 - 3) If applicable, travel time is calculated as the time between departure from Gordian premises, local airport or home office and arrival at destination address, as determined by both parties prior to departure, or destination airport.

5. CONFIDENTIALITY.

- a. **Defined.** The parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("Confidential Information"). Confidential Information includes, but is not limited to, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or other services, product roadmap, other available products, data and other information of Gordian and its licensors relating to or embodied in the Services or documentation. Gordian's placement of a copyright notice on any portion of any Services will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of Gordian.
- b. **Non-Disclosure.** Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Terms. Except as required by applicable law, neither party will disclose to third parties Confidential Information without prior written consent of the other party.
- c. **Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.
- d. **Compelled Disclosure.** The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior written notice of such compelled disclosure (to the extent legally permitted).

6. INTELLECTUAL PROPERTY RIGHTS.

- a. **Ownership.** Except as otherwise set forth herein, Owner shall own all rights, title, and interest in all deliverables and tangible work product (collectively "Deliverables"), including those in electronic form and reproductions, prepared or created by or on behalf of the Consultant pursuant to this Agreement. Notwithstanding the foregoing, for Deliverables that are delivered under this Contract that incorporate pre-existing intellectual property of Contractor not developed under this Agreement, the Contractor grants to the Owner a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such intellectual property to use, reproduce, and distribute, , solely for internal business purposes. Further, Owner agrees that it will not use any Deliverables to create products or services that compete with the products or services offered by Consultant or provide the Deliverables to any third party for such purpose.
- b. **License to Deliverables.** Customer shall have a license to access and use any Deliverables for its internal business purposes. Customer may not allow any third party to access or use any Deliverables without Gordian's prior written consent, provided that if the Deliverables consist of reports, Customer may allow any third party to view such reports without Gordian consent.
- c. **Services and Content.** The Services and all Content are owned or controlled by Gordian and Gordian retains all right, title, and interest in and to such Services and Content. The Services and all Content contain valuable and proprietary information of Gordian and others and are protected by the copyright and trademark laws of the United Kingdom and other countries, international conventions, and other applicable laws.

- d. **Safeguards.** Customer must use commercially reasonable efforts to safeguard all Intellectual Property (including copies thereof) of Gordian from infringement, misappropriation, theft, misuse, or unauthorized access. Customer will promptly notify Gordian if Customer becomes aware of any infringement of Gordian's Intellectual Property rights in the Intellectual Property and fully cooperate with Gordian, at Gordian's sole expense, in any legal action taken by Gordian to enforce its Intellectual Property rights.
- e. **Trademarks.** Customer agrees not to use any trademarks, service marks, names, logos, or other identifiers of Gordian, or their employees, licensors, independent contractors, and Affiliates without prior written permission from Gordian. In addition, Customer may not use trademarks, service marks, names, logos, or other identifiers: (i) in, as, or as part of, Customer's trademarks or those of any Third Parties; (ii) to identify products or services that are not those of Gordian; (iii) in a manner likely to cause confusion; or (iv) in a manner that implies that Gordian sponsors or endorses or is otherwise connected with Customer's own activities, products and services or those of Third Parties.

7. LIMITED RIGHTS AND OWNERSHIP.

- a. **Reservation of Rights.** All rights not expressly granted in the Terms are reserved by Gordian and its licensors. Customer acknowledges that Customer acquires only the right to use the Services and Gordian, its licensors, and content providers shall retain sole and exclusive ownership of and all rights, title, and interest in the Services, including (whether developed by Gordian, Customer or a third party) (i) intellectual property embodied or associated with, (ii) Deliverables and work product associated with, and (iii) all copies and derivative works thereof.
- b. **Ownership of Customer Data.** Customer retains sole and exclusive ownership to any and all Customer Data.
- c. **Use of Customer Data for Services Improvement.** In order to improve the Services, Gordian requires certain rights to use Customer Data. Customer grants to Gordian a non-exclusive, royalty free license, to use Customer Data or other material of Customer for the purpose of performing its obligations under the Terms and to generate aggregated, system-wide collations of usage, industry and business data in an aggregated, non-attributed manner.
- d. **Use of Customer Name and Data for Benchmarking.** If Gordian is providing any benchmarking Services to Customer, Customer grants to Gordian a non-exclusive, royalty free license, to: (a) use Customer's name in connection with any published lists of other institutions furnishing data for comparison purposes, (b) use Customer Data for benchmarking purposes provided that specific data applicable to Customer shall not be identified or identifiable, and (c) identify Customer to other institutions as a client of Gordian for marketing purposes.

- 8. **PRIVACY.** Customer represents and warrants that before providing personal information to Gordian or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with Gordian under the Terms. No personal information will be disseminated by Gordian to any third parties, except as consented to by Customer or required by law. Gordian's privacy policy located at <https://www.gordian.com/privacy/> explains how Gordian collects, uses, and discloses information about its users. By using the Services, Customer agrees that Gordian can use such data in accordance with its privacy policy.

9. DISCLAIMER OF WARRANTIES.

- a. Gordian warrants the Services shall be performed in a professional and workman-like manner and in material conformance with the applicable SOW or Order Document.

- b. GORDIAN, GORDIAN'S LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SERVICES, ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY GORDIAN, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.
- c. NOTHING CONTAINED IN THIS SECTION 9 (DISCLAIMER OF WARRANTIES) SHALL LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

10. LIMITATION OF LIABILITY.

- a. **Limitation of Liability.** EXCEPT FOR CLAIMS RELATED TO EITHER PARTY'S BREACH OF CONFIDENTIALITY, CUSTOMER'S (a) BREACH OR INFRINGEMENT OF GORDIAN'S INTELLECTUAL PROPERTY RIGHTS, OR (b) CUSTOMER'S OBLIGATION TO PAY FEES DUE HEREUNDER, EACH PARTY'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE TERMS) TO THE OTHER FOR ANY CLAIM UNDER THE TERMS WILL BE LIMITED TO THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.
- b. **Exclusion of Indirect and Consequential Damages.** EXCEPT FOR CLAIMS RELATED TO EITHER PARTY'S BREACH OF CONFIDENTIALITY, CUSTOMER'S (a) BREACH OR INFRINGEMENT OF GORDIAN'S INTELLECTUAL PROPERTY RIGHTS, OR (b) CUSTOMER'S OBLIGATION TO PAY FEES DUE HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. **Damages Prohibited by Law.** NOTHING CONTAINED IN THIS SECTION 10 (LIMITATION OF LIABILITY) SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

11. INSURANCE. For the duration of any Professional Services engagement, Gordian shall have in place and maintain the insurance set forth in Exhibit A hereto. Notwithstanding any other provision of these Terms, all insurance policies will be written in US dollars.

12. TERM AND TERMINATION.

- a. **Term.** The Terms shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all SOWs and Order Documents, unless otherwise terminated earlier as provided hereunder.
- b. **Termination.** Either party may terminate the Terms including all SOWs or Order Documents immediately upon written notice in the event of the following:
 - 1) in the event that the other party commits a non-remediable material breach of these Terms, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of

such breach except for breach of Section 4 (Payment and Taxes) which shall have a ten (10) day cure period; or

- 2) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section of United Kingdom insolvency laws, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the legal insolvency of, making of an assignment for the benefit of creditors of, the admittance of any involuntary debts as they mature by, or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United Kingdom insolvency laws.
- 3) Where a party has a right to terminate these Terms, the terminating party may, at its discretion, either terminate these Terms and all SOWs and Order Documents attached hereto or the applicable SOW or Order Document. SOWs and Order Documents that are not terminated shall continue in full force and effect under these Terms.
- 4) Without prejudice to Customer's rights set out elsewhere in the Terms, all SaaS Subscription fees are non-refundable and payable in advance. In the event any SaaS Subscription fees due and owing are 30 or more days overdue, Gordian may, after providing notice to Customer, and without limiting any of its other rights and remedies, suspend, terminate, or otherwise deny Customer access to or use of, all or any part of the SaaS Subscriptions, or condition future purchases on shorter payment terms.

13. ADDITIONAL PROVISIONS.

- a. **Notices.** All notices will be in writing and will be deemed to have been duly given: (a) when delivered by hand; (b) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; or (c) one (1) day after deposit with a nationally recognized overnight delivery or express courier service. Copies of all notices shall also be sent via email to the address indicated below. Notices for the parties shall be sent to the following addresses:

Gordian:

Gordian
Attn: Legal Department
The Capitol Building Oldbury, Bracknell, UK
England, RG12 8FZ
legal@gordian.com

Customer:

E-mail: _____

In the event Customer does not specify an address above, notices sent in accordance with this section shall be delivered to Customer at the address indicated on Page 1 of the Terms.

- b. **Force Majeure.** Except for Customer's obligation to pay fees due, to the extent that a delay or failure to perform all or any part of the obligations set forth herein or in an applicable SOW or applicable Order Document is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this Section, neither party shall have the right to terminate the Terms or any SOW or any Order

Document, and neither party shall incur any liability to the other party on account of any loss, claim, damage, or liability resulting from such delay or failure to perform. Such force majeure events, occurrences, or causes shall include, without limitation, acts of God, acts of government, epidemic, pandemic, flood, fire, explosions, earthquakes, civil unrest, acts of war, acts of terrorism, strikes, lockouts, riots or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within the parties' possession or reasonable control, and denial of service attacks. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

- c. **Independent Contractor Status.** Gordian is an independent contractor, and neither Gordian nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of Customer. Customer will not be legally responsible for any negligence or other wrongdoing by Gordian, its employees, servants or agents. Customer will not withhold from payments to Gordian any federal, state or unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Gordian or its employees, servants or agents. Furthermore, Customer will not provide to Gordian any insurance coverage or other benefits, including workers' compensation, normally provided by Customer for its employees.
- d. **Compliance with Law.** Each party shall comply with all applicable federal, state, provincial and local laws and regulations in connection with the performance of its obligations and the exercise of its rights under the Terms.
- e. **Export Regulations.** The parties acknowledge that the products, software, and technology provided under the Terms are subject to the export control laws and regulations of the United Kingdom, Canada, and the United States. The parties agree to comply with all applicable export laws and regulations and to obtain any necessary licenses or permits required to carry out their respective obligations under the Terms. The parties further agree not to export, re-export, or transfer, directly or indirectly, any product, software, or technology provided under the Terms to any destination, entity, or person prohibited or restricted by the export laws and regulations of the United Kingdom, Canada, or the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.
- f. **Governing Law and Jurisdiction.** All matters arising out of or relating to these Terms will be governed by and construed in accordance with English law. Any legal suit, action, or proceeding arising out of or relating to the Terms or the transactions contemplated hereby must be instituted in the courts of England, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth in these Terms will be effective service of process for any suit, action, or other proceeding brought in any such court.
- g. **Waiver.** No waiver by either party of any of the provisions in these Terms will be effective unless explicitly set forth in writing. The failure of either party to exercise in any respect a right provided for in these Terms shall not be deemed to be a subsequent waiver of the same right, or any other right. The waiver by either party of any breach of any provision of these Terms shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
- h. **Severability.** If any term or provision of these Terms are invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

- i. **Assignment.** Customer may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Gordian's prior written consent, which consent Gordian may give or withhold in its sole discretion. No delegation or other transfer will relieve Customer of any obligations or performance under these Terms. Any purported assignment, delegation, or transfer in violation of this Section is void. Gordian may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under these Terms without consent. These Terms are binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- j. **Non-solicitation.** During the term of the Terms and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.
- k. **Survival.** The provisions addressing ownership, confidentiality, indemnity and limitation of liability shall survive any termination or expiration of the Terms, as well as any other provisions intended by their nature to survive such termination or expiration.
- l. **Sole Benefit.** These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under these Terms.
- m. **Headings.** The headings of the various paragraphs herein are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify, or place any construction upon any of the provisions of these Terms.
- n. **Drafting.** These Terms shall not be construed in favor of or against a party based on the author of the document.
- o. **Order of Precedence.** In the event of a conflict between an SOW, Order Document, or the SaaS Terms of Use, and these Terms, the Statement of Work, Order Document, or SaaS Terms of Use shall prevail with respect to the service contained within that Statement of Work or Order Document. All pre-printed terms of any Customer purchase order or other business processing document shall have no effect, regardless of any terms stating otherwise therein, irrespective of whether or not Gordian signed such purchasing document.
- p. **Entire Agreement.** These Terms, including any applicable Order Documents or SOWs and the SaaS Terms of Use for any SaaS Subscriptions, cancel and supersede all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter and constitutes the parties' entire agreement relating to its subject matter. No modification to these Terms will be binding unless in writing and signed by an authorized representative of each party. No purchase order or other form order document issued by Customer shall have any ability to modify any terms set forth herein or in any SOW, Order Document or the SaaS Terms of Use, irrespective of whether or not Gordian signed such purchase order.
- q. **Counterparts.** The Terms may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Terms, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

IN WITNESS WHEREOF, the duly authorized representatives of the parties agree to these Terms.

[Customer Legal Entity Name]

The Gordian Group Limited

Sign: _____

Sign: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Insurance

Gordian maintains insurance at the levels specified below and shall furnish an insurance certificate naming the Customer as additional insured at the Customer's request.

Comprehensive General Liability

Including operations and completed operations

\$1,000,000 per occurrence
\$2,000,000 aggregate

Comprehensive Automotive Liability

Including owned, non-owned and hired Autos

\$1,000,000 combined single limit

Workers Compensation as required by law