



General Terms and Conditions

The general terms and conditions provided herein are intentionally simplified. Should the Buyer stipulate the use of these terms and conditions for the Call-Off Contract, the Supplier (Visiba UK Ltd.) expresses its preference to draft and incorporate more detailed and comprehensive terms and conditions to ensure clarity and alignment with the scope and requirements of the Call-Off Contract. This reservation is made with the intention of ensuring that the contractual arrangements best serve the interests and objectives of all parties involved.

1. Customer's obligations

Customer will perform its obligations according to this agreement and provide commercially reasonable information and assistance to Provider to enable Provider to deliver the services. Provider's ability to deliver the services in the manner provided in this agreement may depend upon the accuracy and timeliness of such information and assistance.

Customer will use, and ensure that all Professional Users use, the Service in full compliance with this agreement and all applicable laws and regulations. Customer will be responsible for any acts and omissions of Professional Users.

2. Ownership

Except as specifically stated herein, this agreement will not affect the ownership of any intellectual property rights existing prior to the Effective Date, or developed or acquired by either party at their own expense after the Effective Date.

Subject to the limited rights granted to Customer herein, Provider and its licensors will own and retain all right, title and interest in and to the Service, including all modifications, improvements, upgrades, derivative works, and feedback related thereto and intellectual property rights therein, but excluding Customer Data. Customer hereby assigns all right, title and interest it may have in the foregoing to Provider.



Provider may use Customer Data and Customer's trademarks, materials and intellectual and other property provided by Customer to Provider, to the extent it is necessary for providing the Service or performing any other obligations of Provider according to this agreement.

Customer acknowledges that Provider provides the Service as a SaaS service, and that Provider has no software delivery obligation and will not provide copies of any of the software used to provide the Service to Customer.

3. Customer data

Customer retains all rights, title and interest in and to any data ("**Customer Data**") it submits to the Service. Provider will only use Customer Data to provide the Service.

4. Confidentiality

Confidential Information means information that is disclosed (1) by a party to this agreement (the "**Discloser**") or on the Discloser's behalf by its authorised representatives or its affiliates, (2) to the other party to this agreement (the "**Receiver**"), and (3) in connection with this agreement.

Confidential Information does not include information that is (1) in the public domain not by breach of this agreement, (2) known by the Receiver at the time of disclosure, (3) lawfully obtained by the Receiver from a third party other than through a breach of confidence, (4) independently developed by the Receiver, or (5) expressly indicated by the Discloser as not confidential.

During the term of the agreement and five years thereafter, the Receiver must (1) only use the Confidential Information for the purpose of performing its obligations according to this agreement, (2) keep the Confidential Information secure and confidential and only disclose it as allowed by this agreement, and (3) promptly notify the Discloser if it becomes aware of a breach of confidentiality. The Receiver may share the Confidential Information if legally required but must promptly notify the Discloser of the requirement if legally allowed.

The Receiver shall use commercially reasonable efforts to return, destroy and/or erase (as reasonably instructed by the Discloser) any Confidential Information it holds within 30 days of the Discloser's request.

5. Early termination

Either party may terminate this agreement immediately by giving written notice to the other party if the other party is in material breach of its obligations under this agreement and, if such breach is remediable, has failed to remedy such breach within 30 days of written notice sent to it by the other party and specifying the breach and requiring it to be remedied.

6. Effects of termination

Upon termination of this agreement, all rights granted to Customer under this agreement will immediately terminate, and Provider will terminate Customer's access to the Service.

Provider will, in accordance with Customer's reasonable instructions, without undue delay either delete all Customer Data or transfer all Customer Data to Customer and then permanently delete all existing copies of Customer Data.

Termination of this agreement will not relieve either party of any obligation or liability accrued before the termination date. Obligations which by their nature are intended to survive expiration or termination of this agreement shall survive.

7. Notices

Notices must be in writing and given to the other party by in-hand delivery or sent to the email addresses of the other party's contact person, or such further email address as the relevant party may nominate from time to time. Notices will be effective when received.

8. Relationship

Provider will render all services hereunder as an independent contractor and not as an agent of Customer. Neither party may enter into any agreements or incur obligations on behalf of the other party without prior written consent from that party.

9. Limitation of Liability

The aggregate liability of either party for all claims against it, whether arising under this agreement or otherwise in connection with it, will in no event exceed £50,000. Neither party will be liable to the other for any indirect,



special or consequential loss or damage; or any loss of profits, turnover, business opportunities, revenue, anticipated savings, or damage to goodwill or reputation (in each case whether direct or indirect).

10. Subcontractors

Subject to any limitations in any data processing agreement between the parties, Provider may engage subcontractors to perform services and to fulfil other obligations of Provider under this agreement. Provider will remain liable for the work performed and for the acts or omissions of its subcontractors.

11. Miscellaneous

No one other than a party to this agreement has the right to enforce any of its terms.

This agreement supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this agreement.

Neither party can assign this agreement (in whole or part) to anyone else without the other party's consent. However, Provider may assign the right to accept payment under this agreement without the Customer's consent.

The parties may only amend or modify this agreement in writing.