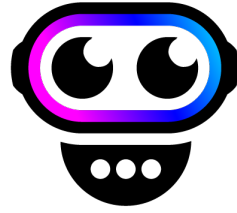


e18

Innovation

a Digital Workforce Company



Generic T&C's of Sale :

RPA Software

General Terms & Conditions for the Provision of: RPA Software

1. Introduction

These Terms and Conditions govern the provision of robotic process automation ('RPA') software (the "Software") provided by e18 Consulting Ltd trading under the brand e18 Innovation ("e18") to its clients ("Client" or "You").

2. Software

2.1. e18 Innovation will deliver the Software to the Customer as per the agreed timeline stated in the proposal.

2.2. Installation and initial setup will be performed by e18 Innovation or its suppliers unless agreed otherwise.

2.3. e18 Innovation grants the Customer a non-exclusive, non-transferable license to use the RPA software ("Software") solely for internal business operations subject to these Terms and Conditions.

2.4. The Customer may not modify, distribute, or create derivative works based on the Software without prior written consent from e18 Innovation.

3. Fees and Payment

3.1. The fees for the Software shall be as set out in the Licence Agreement.

3.2. Invoices will be issued by e18 in advance of each billing period. Payment is due within 30 days of invoice date unless otherwise agreed.

3.3. Late payments may incur interest at the rate of 4% per annum above the Bank of England's base rate.

4. Client Obligations

4.1. The Client agrees to provide e18 with access to all information, personnel, and facilities as reasonably required for the provision of the Software.

4.2. The Client agrees to cooperate with e18 in all matters relating to the deployment of the Software.

5. Intellectual Property

5.1. The Software is the intellectual property of e18 Innovation and/or its suppliers. The Customer does not acquire any rights to the Software except as expressly set forth in this agreement.

5.2. All intellectual property rights in the materials, software, and deliverables created by e18 in the course of providing the Software shall remain the property of e18 unless otherwise agreed.

5.3. e18 grants the Client a non-exclusive, royalty-free license to use such materials, Software, and deliverables for its internal business purposes.

6. Confidentiality

Both parties agree to keep all confidential information received from the other party in strict confidence and not to disclose it to any third party without the prior written consent of the disclosing party.

7. Liability

7.1. e18's liability for any loss or damage suffered by the Client as a result of the provision of the Software or breach of these Terms and Conditions shall be limited to the fees paid by the Client for the Software in the preceding 12 months prior to any claim being made.

7.2. e18 shall not be liable for any indirect, special, or consequential loss or damage.

8. Termination

To be agreed per Licence Agreement.

9. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England. Any disputes or claims arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England.

Any disputes arising out of or in connection with this agreement shall first be attempted to be resolved through mediation.

10. Amendments

e18 reserves the right to amend these Terms and Conditions at any time. Any such amendments will be communicated to the Client in writing.