

TERMS AND CONDITIONS

Purchaser (or “Party”) and Avineon Europe Ltd. (“Avineon” or “Party”) registered in England and Wales under company 04414965 number acknowledges and agrees that the following terms and conditions shall apply to the services performed pursuant to this Agreement (“Services”).

1. **Payment Terms:** Invoices will be generated monthly by Avineon, or upon such other milestones as may be agreed by the Parties. Purchaser will pay Avineon within 30 calendar days from receipt of invoice.
2. **Confidentiality:** “Confidential Information” includes but is not limited to processes, computer software and related documentation, methods, practices, trade secrets, marketing plans, related business opportunities, maps, and all other compilations of information disclosed by the Parties during their discussions and which have not been disclosed by the Parties to the general public.

For a period of three years from the date of this Agreement, the Parties may use Confidential Information only for the purpose of performing this Agreement and shall protect Confidential Information from disclosure to others, using the same degree of care used to protect their own proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Parties may disclose Confidential Information to employees and consultants, who have a need to know, for the purpose of this Agreement, and who are bound to protect Confidential Information from unauthorised use and disclosure. The term “affiliate” means any person or entity controlling, controlled by, or under common control with a Party.

The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:

- a. Is in the possession or control of the receiving Party at the time of its disclosure hereunder;
- b. Is or becomes publicly known, through no wrongful act of the receiving Party;
- c. Is received by the receiving Party from a third party free to disclose it without obligation to the disclosing Party;
- d. Is independently developed by the receiving Party without reference to Confidential Information; or
- e. Is required to be disclosed by law.

Confidential Information (including information in computer software or electronic storage media) shall be and remain the property of the disclosing Party. All Confidential Information in tangible form shall be returned to the disclosing Party promptly upon written request and shall not thereafter be retained in any form by the receiving Party. No licenses or rights under any patent, copyright, or trademark are granted or are to be implied by this Agreement.

The Parties acknowledge that the unauthorised use or disclosure of Confidential Information would cause irreparable harm to the disclosing Party. Accordingly, the receiving Party agrees that the disclosing Party will have the right to seek an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

If the Confidential Information includes personally identifiable information protected by the UK Data Protection Act 2018 (DPA 2018), UK Data Protection and Digital Information Bill No. 2 (2023), or the European Union General Data Protection Regulation (GDPR), the Parties shall enter into a separate rider to this Agreement to define their roles and responsibilities with respect to such data.

3. **Independent Contractor:** In providing the Services, Avineon shall be, and is deemed to be, an independent contractor and not the agent or employee of Purchaser, and shall have full authority to supervise and control the performance of the Services.

4. **Employee Non-Solicitation:** Purchaser agrees that it shall ensure that no person, firm, or company which controls or is controlled by or is an affiliate of it shall during the term of this Agreement and for a period of one year thereafter, solicit the engagement of any Consultant or employee of Avineon either directly or indirectly, including through the agency of a third party, unless agreed in writing by Avineon.
5. **Intellectual Property:** Purchaser shall be and shall remain owner of all documents, digital data, and other property provided by Purchaser to Avineon for Avineon's use in performing the Services. Avineon shall not sell, publish, distribute, or display this material to others without prior written approval by Purchaser. Further, Avineon will return such property, including any copies thereof, upon completion or termination of this Agreement.

All materials and products developed solely for Purchaser under this Agreement by Avineon or its Consultants are the property of the Purchaser. Any Avineon property incorporated into materials and products delivered under this Agreement is hereby licensed to Purchaser on a perpetual and non-exclusive basis.

Avineon retains all rights to methodology, knowledge, documents, software, and data brought to the Services by Avineon and used in the performance of the Services. No rights to Avineon's property or proprietary interests are passed hereunder.

If Safe Software applications (e.g., Feature Manipulation Engine or FME, etc.) or cloud services, or applications/cloud services from another third party provider, are included within the scope of this Agreement, the third party provider's licensing and maintenance terms and conditions shall control and take precedence over any other terms and conditions of this Agreement.

6. **Warranty:** Avineon warrants to Purchaser that the material, analysis, data, programs, and services to be delivered or rendered hereunder will be of the kind designated and will be performed by qualified personnel. Avineon makes no other warranties, whether written, oral, or implied, including without limitation warranty of merchantability or warranty of fitness for particular purpose.
7. **Force Majeure:** Neither Party shall be considered in default in the performance of its obligations herein to the extent that performance of such obligations are delayed, hindered, or prevented by any cause beyond the control of such Party which they could not have reasonably foreseen and guarded against. The lack of finances shall in no case be deemed to be beyond the control of either Party.
8. **Liability:** In no event shall Avineon be liable for special or consequential damages, whether or not the possibility of such damages has been disclosed to Avineon in advance or could have been reasonably foreseen by Avineon. Avineon's liability on any claim or loss or liability arising out of, or connected with, this Agreement, including breach of contract or warranty; for negligence; or for the sale, delivery, or use of any material, data, or programs, or the results of any services furnished hereunder, shall in no case exceed the amounts paid to Avineon by Purchaser under this Agreement.
9. **Applicable Law:** This Agreement shall be governed by and interpreted under the laws of England without regard to its conflict of laws provisions and, unless the Parties agree to submit to binding arbitration, shall be heard in a court of competent jurisdiction in England.
10. **Complete Agreement:** This Agreement together with any attachments hereto constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Avineon or contained in any sales materials or brochures shall be deemed to bind the parties hereto with respect to the subject matter thereof. Purchaser acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein and that no Purchaser terms and conditions will apply unless such terms and conditions are expressly put forth by Purchaser and accepted in writing by Avineon.