

Terms and Conditions

Electric Twin Ltd

Terms and Conditions

These are the terms and conditions ("Terms") for Electric Twin Limited (company number 15173006), a company registered in England and Wales, having a registered office at 7 Berwick Street, London, England, W1F 0PQ ("Electric Twin") in relation to the Services they will provide.

These Terms, together with the Order Form, comprise the agreement between Electric Twin and Customer for the Services ("Agreement"). In the event of a conflict, the Order Form will take precedence over the Terms.

1. DEFINITIONS & INTERPRETATIONS

- 1.1. Add-Ons: additional features or services as may be specified in the Order Form.
- 1.2. Applicable Law: all applicable laws, statutes, and regulations in force from time to time.
- 1.3. Authorised Users: those employees, agents or independent contractors of Customer, who are authorised by Customer to use the Services.
- 1.4. Business Days: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.5. Business Hours: means 9am – 5pm on a Business Day.
- 1.6. Confidential Information: all information relating to the business, assets, affairs, know-how, technical information, product information (including the Deliverables), trade secrets, suppliers or customers of either party, or the provision of the Services (including the Deliverables) whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" but excluding information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party.
- 1.7. Contract Year: means a 12 month period starting on the Start Date or any anniversary of it.
- 1.8. Core Service: the primary subscription service as described in the Order Form.
- 1.9. Customer Data: data, content, and information that is provided, uploaded, or submitted by Customer or Authorised Users to the Software, but expressly excluding: (a) system scaffolds, prompts, orchestration logic, or other technical infrastructure created or provided by Electric Twin; (b) third-party data procured, licensed, or otherwise obtained by Electric Twin; and (c) any outputs, results, or materials generated by the Software.
- 1.10. Customer IPR: all IPR subsisting in or relating to materials provided by Customer to Electric Twin (including Customer Data) for the purpose of providing the Services.
- 1.11. Data Protection Legislation: all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the

guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. (In the UK and EU this shall include the GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended or replaced from time to time.)

- 1.12. Deliverables: the reports and summaries produced by the Software.
- 1.13. Documentation: any documents made available to Customer by Electric Twin which sets out user instructions for the Services.
- 1.14. EU AI Act: Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2016/798 (Artificial Intelligence Act).
- 1.15. GDPR: means as applicable the UK GDPR which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018) and the EU GDPR which means the General Data Protection Regulation ((EU) 2016/679);
- 1.16. Generated Output: any content, results, analyses, reports, recommendations, or other materials generated, created, or produced by the Software in response to inputs from Authorised Users.
- 1.17. Initial Subscription Term: as set out in the Order Form.
- 1.18. Intellectual Property Rights (IPR): all patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, including algorithms, screens, interfaces, functionalities, computer code, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.19. Order Form: the order form incorporating these Terms and the Service Definition document specifying the Services selected, service levels,
- 1.20. and technical specifications.
- 1.21. Personal Data: as defined in the Data Protection Legislation.
- 1.22. Electric Twin IPR: all IPR subsisting in or relating to the Services and any modifications, improvements, and anything else that may be developed or created by Electric Twin from time to time, including anything created in the course of the provision of the Service, but excluding Generated Output.
- 1.23. Renewal Period: has the meaning given in clause 3.1.
- 1.24. Service/s: the subscription services provided by Electric Twin to Customer under this Agreement as described in the Order Form.
- 1.25. Software: the online software applications provided by Electric Twin as part of the Services.
- 1.26. Start Date: as set out in the Order Form.

- 1.27. Subscription Term: the Initial Subscription Term together with any subsequent Renewal Periods.
- 1.28. Third-Party AI Providers: artificial intelligence service providers used by Electric Twin in connection with the Services, including but not limited to OpenAI, Anthropic, and Google.
- 1.29. Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.30. Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.
- 1.31. Any words in this Agreement following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the meaning of the words preceding those terms.

2. GRANTED RIGHTS

- 2.1. Subject to Customer's and Authorised Users' compliance with the Terms, Electric Twin hereby grants to Customer:
 - 2.1.1. a non-exclusive, non-transferable (except in compliance with clause 15.1) right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for Customer's internal business operations; and
 - 2.1.2. a non-exclusive, non-transferable (except in compliance with clause 15.1) perpetual right and licence, without the right to grant sublicences, to use and permit the Authorised Users to use the Deliverables solely for Customer's internal business operations.
- 2.2. Subject to clause 15.1, the rights provided under this clause 2 are granted to Customer only, and shall not be considered granted to any affiliate in Customer's group without Electric Twin's express written agreement.
- 2.3. Electric Twin hereby assigns to Customer all right, title, and interest in and to any Generated Output, to the extent Electric Twin has any such rights. Customer acknowledges that Generated Output may be based on or derived from third-party data, models, or services, and Customer's rights in Generated Output are subject to the rights of such third parties.

3. TERM AND TERMINATION

- 3.1. This Agreement shall commence on the Start Date and shall continue in accordance with the Initial Subscription Term and thereafter shall be automatically renewed for the same time period as set out in the Initial Subscription Term for successive renewal periods (each a "Renewal Period"), unless terminated earlier in accordance with this Clause 3.

3.2. Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

3.2.1. the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;

3.2.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;

3.2.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

3.2.4. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

3.2.5. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

3.3. Electric Twin may terminate this Agreement with immediate effect by giving written notice to Customer if:

3.3.1. Customer fails to pay any amount due under this Agreement within 7 days of the due date for payment; or

3.3.2. Customer breaches any of the usage restrictions in clause 5 (Customer's obligations).

3.4. Customer may terminate the Agreement at the end of the Initial Subscription Term or Renewal Period (as applicable) by providing Electric Twin with at least one month's written notice prior to the end of the Initial Subscription Term or Renewal Period, respectively.

3.5. On renewal, the Core Service and Add-Ons previously provided will carry over into the Renewal Period(s).

4. ELECTRIC TWIN'S RESPONSIBILITIES

4.1. Electric Twin shall, during the Subscription Term, provide the Services and make available the Documentation and the Deliverables to Customer on and subject to the terms of this Agreement.

4.2. Electric Twin undertakes that the Services will be performed with reasonable skill and care.

4.3. The undertaking at clause 4.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Electric Twin's instructions, or modification or alteration of the Services by any party other than Electric Twin or Electric Twin's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Electric Twin will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.2.

- 4.4. If Electric Twin's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Electric Twin shall be allowed an extension of time to perform its obligations equal to the delay caused by Customer.
- 4.5. Electric Twin warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 4.6. DISCLAIMERS AND WARNINGS
- 4.6.1. Electric Twin does not warrant that: (a) Customer's use of the Services will be uninterrupted or error-free; (b) that the Services or Deliverables will meet Customer's requirements or be fit for a particular purpose; (c) that Generated Output will be accurate, complete, reliable, or suitable for any particular purpose; (d) that the Services are free from security vulnerabilities or that Customer Data will be secure from unauthorised access.
- 4.6.2. AI-Generated Content Warning: Customer acknowledges and agrees that: (a) the Services utilise artificial intelligence and machine learning technologies that may produce unpredictable, inaccurate, biased, or inappropriate outputs; (b) Generated Output should not be relied upon without independent verification; (c) Generated Output may contain errors, omissions, or hallucinations; (d) Generated Output may reflect biases present in training data; (e) Customer is solely responsible for evaluating the accuracy and suitability of any Generated Output before use.
- 4.6.3. Security Warning: Customer acknowledges that: (a) no system is completely secure; (b) Customer Data transmitted to or processed by the Services may be subject to security risks; (c) Customer should implement appropriate security measures for sensitive data; (d) Electric Twin cannot guarantee the prevention of unauthorised access to Customer Data.
- 4.7. Except as expressly and specifically provided in this Agreement:
- 4.7.1. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement; and
- 4.7.2. the Services, Documentation and Deliverables are provided to Customer on an "as is" basis.
- 4.8. Electric Twin shall be entitled to delete the source files that Customer uploads to the Software within 60 days of upload.
- 4.9. Customer Decision Responsibility
- 4.9.1. Customer acknowledges and agrees that the Services and Deliverables provide information, analysis, and insights only, and do not constitute professional advice, recommendations, or decision-making.
- 4.9.2. Customer is solely responsible for any and all decisions made based on or influenced by the Services or Deliverables, including without limitation business, financial, operational, strategic, or any other type of decision.
- 4.9.3. Electric Twin expressly disclaims all liability for the outcomes, consequences, or results of any decisions made by Customer or its Authorised Users in reliance on the

Services or Deliverables, regardless of whether Electric Twin had knowledge of the possibility of such outcomes.

- 4.9.4. Customer agrees to indemnify and hold harmless Electric Twin from any claims, damages, losses, liabilities, costs or expenses arising from decisions made by Customer based on the Services or Deliverables.

5. CUSTOMER'S OBLIGATIONS

5.1. Customer shall:

- 5.1.1. co-operate with Electric Twin in all matters relating to the Services, including providing necessary instructions and support to enable Electric Twin to carry out its obligations under the Agreement;
- 5.1.2. without affecting its other obligations under this Agreement, comply with all Applicable Law with respect to its activities under this Agreement;
- 5.1.3. ensure that the Authorised Users use the Services, Documentation and Deliverables in accordance with the Terms and any Authorised User's breach of this Agreement shall be deemed to be a breach by Customer;
- 5.1.4. obtain and shall maintain all necessary licences, consents, and permissions necessary for Electric Twin, its contractors and agents to perform their obligations under this Agreement;
- 5.1.5. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Electric Twin; and
- 5.1.6. have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data

5.2. In relation to the Authorised Users, Customer undertakes that:

- 5.2.1. the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number set out in the Order Form except as expressly agreed to in writing by the parties and subject to payment of the additional fees in accordance with clause 7; and
- 5.2.2. it will not allow more than one person to access each Authorised User account unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Deliverables;
- 5.2.3. it shall maintain a written, up to date list of current Authorised Users and provide such list to Electric Twin within 5 Business Days of Electric Twin's written request;

5.3. Third-Party AI Provider Compliance: Customer shall comply with the usage policies, terms of service, and acceptable use policies of all Third-Party AI Providers as they may be updated from time to time, including but not limited to: (a) OpenAI's Usage Policies; (b) Anthropic's Acceptable Use Policy; (c) Google's AI/ML Prohibited Use Policy.

5.4. EU AI Act Compliance: Customer shall not use the Software for any purposes that: (a) are prohibited under the EU AI Act; (b) would render the Software a "high-risk AI system" under the EU AI Act; (c) involve the processing of biometric data for the purpose of uniquely identifying natural persons; (d) involve social scoring or evaluation of the trustworthiness of natural persons; (e) involve AI systems that deploy subliminal

techniques or exploit vulnerabilities; (f) involve real-time remote biometric identification systems in publicly accessible spaces for law enforcement purposes.

5.5. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorised Users to:

5.5.1. knowingly introduce or permit the introduction of any Virus or Vulnerability into Electric Twin's network and information systems;

5.5.2. knowingly upload, or request that Electric Twin uploads, to the Software any material that is: (a) unlawful, harmful, defamatory, obscene, threatening, infringing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory; or (f) is otherwise illegal or causes damage or injury to any person or property;

5.5.3. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Deliverables (as applicable) in any form or media or by any means;

5.5.4. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

5.5.5. access all or any part of the Services and Deliverables in order to build a product or service which competes with the Services; or

5.5.6. subject to clause 16, use the Services and/or Deliverables to provide services to third parties;

5.5.7. subject to clauses 15.1 and 16 (as applicable), license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Deliverables available to any third party except the Authorised Users; or

5.5.8. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Deliverables, other than as expressly provided for in this Agreement.

5.6. Electric Twin reserves the right, without liability and without prejudice to its other rights against Customer, to disable Customer's access in the event of any breach of this clause.

6. FEES AND PAYMENT

6.1. In consideration of the provision of the Services by Electric Twin, Customer shall pay the fees stated in the Order Form for the Services for the Initial Subscription Term and for each Renewal Period (as applicable), in advance and within 30 days of an invoice being raised to a bank account nominated in writing by Electric Twin from time to time.

6.2. If Customer fails to pay Electric Twin any amount due, Electric Twin may, in its sole discretion:

6.2.1. charge interest at an annual rate equal to 3% over the then current base lending rate of Electric Twin's bankers in the UK from time to time commencing on the due date and continuing until fully paid whether before or after judgment; and

6.2.2. suspend all or part of the Services until payment has been made in full.

6.3. All sums are:

6.3.1. payable in pounds sterling; and

6.3.2. are exclusive of VAT which shall be added to invoices at the appropriate rate; and

- 6.4. Customer shall not be entitled to any set-off in respect of any payment obligations under this Agreement.
- 6.5. Electric Twin reserves the right to adjust pricing for Core Services and Add Ons at the end of each annual subscription term. Any changes to pricing will be communicated to you at least 1 month prior to the renewal date. If you do not agree to the new pricing, you may choose to cancel your subscription in accordance with our cancellation policy. Continued use of our services after the renewal date will constitute your acceptance of the revised pricing.
- 6.6. Where Customer requires invoices to reference Customer's purchase order number, Customer agrees to provide its purchase order to Electric Twin within 7 days of signature of the corresponding Order Form. All terms, conditions, or provisions which may appear as pre-printed language or otherwise be inserted within any purchase order shall be of no force and effect and acceptance of a purchase order will not constitute a written instrument modifying the Agreement.

7. ADDITIONAL USER SUBSCRIPTIONS

- 7.1. Subject to clause 7.2, Customer may, from time to time during any Subscription Term, increase the number of Authorised Users set out in the Order Form and Electric Twin shall in its discretion grant access to the Services, Documentation and Deliverables to such additional Authorised Users in accordance with the provisions of this Agreement.
- 7.2. If Customer wishes to increase the number of Authorised Users, Customer shall notify Electric Twin in writing. If Electric Twin approves Customer's request, Customer shall, within 30 days of the date of Electric Twin's invoice, pay the relevant fees for such additional Authorised Users which, if purchased part way through the Initial Subscription Term or any Renewal Period (as applicable), shall be pro-rated from the date of activation by Electric Twin for the remainder of the Initial Subscription Term or Renewal Period (as applicable).

8. INTELLECTUAL PROPERTY OWNERSHIP

- 8.1. Electric Twin shall retain ownership of all Electric Twin IPR and Customer shall retain ownership of Customer IPR. The only IPR granted to either party are as expressly stated in this Agreement.
- 8.2. Customer shall retain ownership of all Customer IPR.
- 8.3. Customer warrants that it has all the rights in the Customer Data that are necessary to grant the licence in clause 8.4 to Electric Twin, and that the use of Customer Data in providing and receiving the Services under the Agreement does not infringe the IPR of third parties or Applicable Law.
- 8.4. Customer hereby grants Electric Twin a fully paid-up, non-exclusive, royalty-free licence to use Customer Data as necessary to provide the Services to Customer for the term of this Agreement.
- 8.5. Electric Twin shall have the right to collect and analyse data and other information solely relating to the usage of the Services (which for the avoidance of doubt shall not include Customer Data). Electric Twin shall be free to use this data to improve and enhance the Services and to disclose any data solely in aggregate or other de-identified form in connection with its business.

8.6. We expressly agree not to use Customer Data to train, develop, or improve Electric Twin's machine learning or artificial intelligence models.

9. DATA PROTECTION

9.1. Where the parties have agreed that Customer may upload Customer Data that contains Personal Data to the Software for analysis as part of the Services and Customer has signed Electric Twin's data processing agreement, the terms of the data processing agreement will apply in addition to these Terms.

9.2. In all other cases, Customer warrants that any Customer Data it uploads to the Software (or provides to Electric Twin to upload) will not contain any Personal Data.

9.3. The Customer shall indemnify, keep indemnified and hold harmless Electric Twin in full for any breach of the warranty in clause 9.2, and any associated data loss, corruption or breach.

10. CONFIDENTIALITY

10.1. Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any Confidential Information of the other party.

10.2. Each party may disclose the other party's Confidential Information to its employees, officers, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement, provided anyone to whom it discloses Confidential Information is subject to similarly restrictive confidentiality provisions; or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

10.4. Neither party shall make, or permit any person to make, any public announcement concerning this Agreement or otherwise publicise the relationship without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law or any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

10.5. Each party acknowledges and agrees that a breach or threatened breach by either party of its obligations under this clause 10, or in the case of Customer, clause 5.4, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in such event, the affected party will be entitled to equitable relief.

11. LIMITATION OF LIABILITY

11.1. Nothing in this Agreement limits any liability:

11.1.1. for death, personal injury, fraud or fraudulent misrepresentation or any other liability which cannot be legally limited;

11.1.2. for Customer's liability pursuant to clause 5.5 (Customer's Obligations); or

11.1.3. under clause 9.3 (Data Protection).

11.2. Subject to Clause 11.1, neither party shall be liable to the other party for any of the following types of loss:

11.2.1. indirect, consequential or special damages;

11.2.2. loss of profits, business or savings;

11.2.3. anticipated profits or savings;

11.2.4. wasted costs;

11.2.5. loss of opportunity; or

11.2.6. depletion of goodwill and/or similar losses.

11.3. Subject to clause 11.1, excluding any breach of clause 10 (Confidentiality), each party's total aggregate liability shall be limited to the value of the total fees paid or payable by Customer to Electric Twin during the 12 months immediately preceding the date on which the claim arose.

11.4. References in this clause to liability include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12. FORCE MAJEURE

12.1. Neither party shall be in breach of the Agreement or liable for any failure or delay in performance under the Agreement if the failure or delay arises from any events outside its reasonable control. If the failure or non-performance continues for more than 30 days, the unaffected party may terminate the Agreement by providing 30 days' prior written notice to the affected party. This clause 12 shall not apply to Customer's obligation to pay the fees payable under this Agreement.

13. CONSEQUENCES OF TERMINATION

13.1. On expiry or termination of this Agreement for any reason:

13.1.1. all licences granted under this Agreement shall immediately terminate and Customer shall immediately cease all use of the Software; and

13.1.2. subject to clause 4.8, within 60 days Electric Twin may destroy or otherwise dispose of any of Customer Data in its possession unless Electric Twin receives a written request for delivery to Customer of the then most recent back-up of Customer Data within ten days of termination of the Agreement. Electric Twin shall use reasonable commercial endeavours to deliver the back-up to Customer within 30 days of the request, provided that Customer has paid all fees and charges outstanding at and resulting from termination.

13.2. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14. GENERAL

14.1. Neither party may assign any of its rights under this Agreement except to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Electric Twin may at any time sub-contract all or any of its rights or obligations under this Agreement.

14.2. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Notwithstanding the foregoing, Electric Twin may revise these Terms from time to time to reflect changes to the law, new regulations or

improvements or enhancements to our Services. Customer should check the Start Date of the Terms when it agrees to use the Services. By continuing to use the Services after the updates to the Terms come into effect, Customer agrees to be bound by the revised Terms.

- 14.3. If any part of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this agreement is deemed deleted under this clause 14.3, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.4. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 14.5. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 14.6. A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 14.7. Nothing in this Agreement establishes or is deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.8. The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 14.9. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email; in the case of Electric Twin to info@electrictwin.com and in the case of Customer to the email address stated on the Order Form. Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause does not apply to the service of any proceedings.
- 14.10. This Agreement and any dispute or claim arising out of it shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 14.11. The parties agree to sign this Agreement by electronic signature and that this method of signature is as conclusive of the parties' intention to be bound by this Agreement as if signed by each party's manuscript signature.

14.12. For the avoidance of doubt, this Agreement is not a divisible contract.

15. AUTHORISED RESELLERS

15.1. Electric Twin agrees to authorised resellers using the Services for the provision of services to their own customers on the following conditions:

15.1.1. The authorised reseller is the Customer under this Agreement and is the only beneficiary of the Granted Rights under clause 2; and

15.1.2. Notwithstanding clause 15.1.1, the authorised reseller is permitted to provide the Deliverables to its own customers as part of its own services providing that its customers are subject to equivalent terms and conditions to those under this Agreement and Customer procures their compliance with the same.