

CRAXEL - General Terms

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM CRAXEL. WITHOUT A SIGNED ORDER FORM, YOU ARE NOT AUTHORIZED OR PERMITTED TO USE ANY SOFTWARE OR SERVICES FROM CRAXEL AND, BY USING CRAXEL'S SOFTWARE OR SERVICES, YOU AGREE TO AND ACCEPT THESE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND THE AGREEMENT UNDER WHICH THEY BECOME BINDING. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY AND EACH ENTITY CONFIRMS THAT EACH INDIVIDUAL PURPORTING TO ACT ON ITS BEHALF IS SO AUTHORIZED. THIS AGREEMENT INCORPORATES APPENDICES AND ADDITIONAL ORDER FORMS AND STATEMENTS OF WORK, WHICH ARE DEEMED INCORPORATED INTO THE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE OR MAKE FURTHER USE OF CRAXEL'S SOFTWARE OR SERVICES.

This Agreement, dated as of the Effective Date stated in the Order Form is between the Customer and the Craxel entity, each as named on the Order Form.

1. AGREEMENT MECHANICS

1.1 Ordering

(A) This Agreement applies to Products that Customer licenses or otherwise acquires the right to access or use through agreeing an Order Form or Statement of Work with Craxel.

(B) If Craxel provides any access to Licensed Software or Services to an Authorized Affiliate, then: the Customer shall procure that the Authorized Affiliate complies with the terms of this Agreement as if it were a party to this Agreement in place of the Customer; and the Customer shall be liable for the acts and omissions of the Authorized Affiliate as if they were its own acts and omissions. Where the context so requires, references in this Agreement to the Customer shall be deemed to include reference to Authorized Affiliates.

1.2 Agreement Term

This Agreement begins on the Effective Date and continues until it expires or is terminated in accordance with Section 5.

1.3 Subscription Term

Subscription Terms for Licensed Software may be shorter than the duration of this Agreement where multiple Order Forms have been used. The Subscription Term for each item of Licensed Software stated in an applicable Order Form will start on the Commencement Date as contained in that Order Form and will end at the expiration of either the Initial Subscription Term or the Renewal Subscription Term where extended in accordance with the mechanism described in the Order Form (if and where applicable), unless sooner terminated in accordance with Section 5.

1.4 Trials and evaluations

(A) If we provide the Software for a trial, proof of concept or other evaluation, you may use it only for the evaluation period and only as permitted in the relevant trial or evaluation agreement or Order Form.

(B) Any use of the Licensed Software outside those terms is unauthorized, and you must pay the applicable fees for all usage in line with our standard pricing.

(C) Notwithstanding any other provision of this Agreement, use of the Licensed Software during or as part of a trial, proof of concept or other evaluation is on an “as is” basis, without any warranties and without any service level commitments, and we may suspend or terminate evaluation access at any time.

2. FEES AND PAYMENT

2.1 Payment of Fees

(A) Customer must pay the Fees according to the payment terms in the Order Form. Except as expressly set forth in this Agreement, all invoices will be delivered electronically to Customer.

(B) Customer agrees to provide clear indication within its form of payment, or by emailing ar@craxel.com, as to which invoices payment should be applied no later than the date of payment.

2.2 Overdue Amounts

(A) Craxel may charge interest at a monthly rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law on any overdue Fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any Fees that are unpaid as of the date of termination or expiration will be immediately due and payable.

(B) Except in the event Customer has (strictly in accordance with the requirements of Section 2.5) correctly identified a material billing error, Customer must reimburse all reasonable investigation and collection costs incurred by Craxel associated with late or delinquent payment by the Customer (including, without limitation, all costs incurred by Craxel in relation to the appointment of third parties to assist in such investigation and collection).

2.3 Payment Guarantee

If Customer is not a publicly traded corporation or government entity, Customer will, promptly upon Craxel's request, provide the financial documents as reasonably requested by Craxel from time to time to allow Craxel to ascertain Customer's creditworthiness. In the event that Craxel considers such creditworthiness to be unsatisfactory, it reserves the right to amend payment terms of this Agreement and refuse to enter into further Order Forms or Statements of Work.

2.4 Failure to Pay; Suspension

(A) If Customer fails to pay any amount due under this Agreement according to the applicable payment terms (and not disputed in accordance with Section 2.5), Craxel may, in its sole discretion, terminate the applicable Order Form or, until payment in full (together with any applicable interest) is received, suspend or restrict the provision of any and all Products. Craxel may, in its discretion, send Customer a payment reminder notice but failure to do so shall not impact its rights as described in this Section 2.

(B) Without prejudice to any other right available to it, Craxel may terminate or suspend the Agreement and/or the applicable Order Form and/or any Services (including Customer's ability to use, access and/or renew licenses or license keys) immediately on written notice to Customer if Customer becomes more than ninety (90) days delinquent on Fee payment.

2.5 Disputes (Billing)

If Customer believes in good faith that Craxel has incorrectly invoiced Customer, Customer must contact Craxel in writing within thirty (30) days of the invoice date, specifying the error. Customer must pay the undisputed portions of Craxel's invoice per the terms of this Agreement.

2.6 Taxes

Fees and other charges imposed under the Agreement do not include Taxes, all of which will be Customer's responsibility. Customer agrees to pay or reimburse Craxel for all Taxes.

3. DELIVERY

Licensed Software is deemed delivered and accepted by Customer on the earlier of: (a) the date the Licensed Software is made available for electronic download; or (b) the date of physical shipment of its storage medium, if applicable. On-demand Services and Managed Services are deemed delivered and accepted on the Commencement Date stated in the Order Form.

4. LICENSE AND RESTRICTIONS

4.1 Licensed Software Internal Use License Grant

(A) Subject to Customer's compliance with this Agreement at all times, Craxel (either as licensor or authorized licensee) grants Customer a limited, revocable, non-transferable, non-exclusive license, without right of sublicense, for the applicable Subscription Term to install and execute the Licensed Software on Customer Computers in executable code form for internal use by Customer (and, where permitted in the Order Form, Customer's Authorized Affiliates) solely for the Permitted Use. Craxel grants only those rights expressly granted in this Agreement and reserves all other rights in and to the Products (including all Intellectual Property Rights).

(B) Customer will: (i) control access to and use of the Licensed Software by its users and be responsible for any non-compliant use; (ii) retain the Licensed Software and all copies under its effective operational control; (iii) apply appropriate precautions (including data backups, error diagnosis and monitoring) to the Licensed Software and all data and content entered into, used by and produced by it, which are at least as stringent as those applied by the Customer to its most sensitive critical information and are, in any event, reasonable and in accordance with good industry practice; (iv) be responsible for, and ensure it has all necessary rights, permissions and consents in respect of, all data and content entered into, used by and produced by the Licensed Software; and (v) where applicable, renew license entitlements at the required frequency as notified by Craxel.

4.2 License Conditions and Restrictions

Customer must not, and must procure that its users, representatives, contractors and staff must not:

(i) use the Products: (1) in violation of any applicable law or regulation in any jurisdiction or in connection with unlawful material; or (2) in a manner that would cause a material risk to the security, reputation or operations of Craxel or other Craxel customers;

- (ii) copy, use (except to the extent expressly permitted under this Agreement), distribute, republish, download, display, transmit, sell, rent, lease, host, or sublicense the Products;
- (iii) offer, use, or permit use of the Products in a computer service business, third-party outsourcing, membership/subscription service bureau, time-sharing basis, as part of a hosted service, or on behalf of any third party;
- (iv) attempt to interact with underlying operating systems for any Products other than to the minimum extent necessary to permit use of the Products strictly in accordance with this Agreement, nor attempt to access, interfere with or circumvent any technical restrictions;
- (v) modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing inputs/outputs), decompile, or otherwise attempt to discover source code, data representations, or underlying algorithms, processes or methods (except to the extent non-waivable by law) of any Products;
- (vi) remove, obscure, or alter proprietary notices associated with the Products;
- (vii) use software components or modules delivered with the Products that are not licensed to Customer and not identified in the Order Form;
- (viii) decouple components of Own-Tenant Software for use on different Computers where provided as a single product; or
- (ix) share login IDs or passwords or allow simultaneous use of the same login ID by multiple users, or otherwise permit unauthorized access, in respect of the Products.

4.3 Usage Limits

(A) Customer's usage of the Licensed Software is subject to the Usage Metric Limitations specified in the Order Form (including, without limitation, any restriction on numbers or identity of users or equipment).

(B) Any use of the Licensed Software that exceeds the Usage Metric Limitations will be subject to the charging mechanism as stated in the Fair Use Terms.

4.4 Use of Licensed Software on a Device

Use of Licensed Software on a device does not give Customer any right to implement Craxel's copyright, patents or other Intellectual Property Rights in software or devices that access that device.

4.5 All Other Rights

Craxel reserves all rights not expressly granted in this Agreement.

5. SUSPENSION AND TERMINATION

5.1 Termination for Cause

(A) Either party may terminate this Agreement (in whole or with respect to any Order Form or Product) by notice if the other party materially breaches this Agreement and, where the breach is curable, does not cure the breach within thirty (30) days after written notice is provided.

(B) Craxel may terminate this Agreement immediately by notice if:

(i) the Customer 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 within the meaning of article 103 of the Insolvency (Northern Ireland) Order 1989 as if the words "it is proved to the satisfaction of the High Court that" did not appear in article 103(1)(e) or (2) of the Insolvency (Northern Ireland) Order 1989;

(ii) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(iii) the Customer applies to court for, or obtains, a moratorium under Part 1A of the Insolvency (Northern Ireland) Order 1989;

(iv) 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 the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(v) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer;

(vi) the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

(vii) a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;

(viii) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and that attachment or process is not discharged within 14 days;

(ix) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Section 5.1(b)(i) to Section 5.1(b)(xi) inclusive;

(x) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(xi) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

(C) Craxel may terminate this Agreement by notice if it considers it to be required or commercially prudent due to change in laws as described in Section 11.2.

5.2 Other Breaches

Craxel may terminate this Agreement, in whole or in part, immediately upon written notice to Customer if required by law, or if Customer breaches any of the terms and conditions of Section 4.

5.3 Termination When Subscriptions Expire

Once all Subscription Terms have expired, this Agreement shall automatically terminate.

5.4 Customer Termination for Convenience During Subscription Term

Customer may terminate an Order Form for convenience at any time during the applicable Subscription Term upon at least thirty (30) days' prior written notice, provided that: (i) Customer is not entitled to a refund of Fees paid; and (ii) Customer remains fully liable for all Fees due and payable as at the date of termination and for any Fees that would have been due for the remainder of any committed Initial Subscription Term or then-effective Renewal Subscription, which amounts become immediately payable as at the date of termination.

5.5 Return/Destruction of Licensed Software and Documentation

Upon termination or expiry of an Order Form or Subscription Term for the applicable Licensed Software:

(i) all rights granted under Section 4 in respect of the relevant Licensed Software and Documentation cease and Customer must make no further use of such Licensed Software or Documentation;

(ii) Customer will either destroy or return to Craxel the originals and all copies of the Licensed Software and Documentation in its possession or control within five (5) Business Days of termination and certify compliance in writing signed by an officer or senior vice president; and

(iii) Customer will immediately cease use of Craxel's and its Licensors' Intellectual Property Rights and, at Craxel's election, destroy or deliver to Craxel all materials bearing the trade marks of Craxel and its Licensors.

5.6 Survival

(A) Craxel may, at its option and without limiting other remedies, suspend (rather than terminate) availability or provision of any Product if Customer breaches this Agreement (including non-payment) until the breach is remedied, without liability to Customer.

(B) Termination or suspension of an individual Order Form or Product will not terminate or suspend any other Order Form or the remainder of this Agreement unless specified in the notice.

(C) If this Agreement is terminated in whole, all then effective Order Forms will terminate.

(D) If this Agreement or any Order Form is terminated, Customer agrees to pay for all unpaid Software Licenses used or deployed up to the effective date of termination.

(E) Provisions that by their nature survive termination or expiration will survive, including (without limitation) the following provisions: 2. Fees and Payment; 4.2 License Conditions and Restrictions; 5.5 Return / Destruction of Licensed Software and Deliverables; 5.6 Survival; 6.3 Warranty Disclaimers; 7 Confidentiality, Publicity and Benchmarking; 8 License Compliance and Audit; 9 Limitations of Liability; 10.1 Aggregate Data; 10.2 No Restriction; 10.5 Disputes, Governing Law and Jurisdiction; 10.6 Notices; Annex 1 Interpretation; clause 3 (Excess Usage) of Annex 3 (Fair Use

Terms); clause 4 (Ownership of Intellectual Property Rights) of Annex 4 (Professional Services Terms); and clause 6 (Warranty) of Annex 4 (Professional Services Terms).

(F) 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 or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

6. WARRANTIES AND INDEMNIFICATION

6.1 Craxel Commitments

Craxel warrants that:

- (i) it has the authority to enter into this Agreement; and
- (ii) as at the time of delivery, the Licensed Software does not, so far as Craxel is actually aware, include malicious mechanisms or code for the purpose of damaging or corrupting the Licensed Software.

6.2 Limited Warranty

Subject to Section 1.4, if Customer follows the instructions included in the Documentation, the Licensed Software will perform substantially as described in the Documentation for a period of ninety (90) days from delivery ("**Warranty**"). If the Licensed Software does not comply and Customer reports such non-compliance within the warranty period, Craxel will, at its reasonable discretion, either:

- (i) repair the Licensed Software; or
- (ii) terminate the applicable Order Form and refund the relevant Fees paid for the non-compliant Licensed Software. The Warranty excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. This Section 6.2 states Customer's sole and exclusive remedy for Craxel's breach of the Warranty.

6.3 Warranty Disclaimers

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

(B) CRAXEL MAKES NO WARRANTIES THAT, AND DISCLAIMS ANY IMPLIED WARRANTY THAT, OPERATION OF THE LICENSED SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE LICENSED SOFTWARE WILL ACHIEVE ANY INTENDED RESULT OR BE COMPATIBLE WITH THIRD-PARTY SOFTWARE, OPERATING PLATFORMS, OR HARDWARE OTHER THAN AS SET OUT IN THE DOCUMENTATION.

(C) CRAXEL IS NOT RESPONSIBLE FOR: ANY ANTI-VIRUS SOFTWARE OR VIRUS DETECTION ON CUSTOMER SYSTEMS; OR ANY IMPACT CAUSED BY CUSTOMER ALTERING ANY OF ITS COMPUTING ENVIRONMENT (INCLUDING, WITHOUT LIMITATION, ITS HARDWARE, OPERATING SYSTEMS AND THIRD-PARTY SOFTWARE) WITHOUT PRIOR APPROVAL BY

CRAXEL; OR ANY CONSEQUENCE ARISING FROM CUSTOMER FAILING TO FOLLOW THE INSTRUCTIONS GIVEN BY OR ON BEHALF OF CRAXEL REGARDING THE LICENSED SOFTWARE.

6.4 Suitability

Products have not been tested in all situations. Craxel will not be liable for results obtained when using Products, or for Customer's use or interpretation of any such results. Customer is solely responsible for determining appropriate uses and for all results of such use. Products are not specifically designed or intended for nuclear, aircraft control, navigation, communication systems, weapon systems, direct life support systems or other hazardous environments.

6.5 Indemnification

6.5.1 Indemnification by Craxel

(A) Subject to Section 6.5.1(B), Craxel will defend Customer against or, at Craxel's option, settle any claim brought by a third party alleging that Customer's authorized use of the Licensed Software in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights (an "**Infringement Claim**"). Craxel will indemnify Customer from damages and/or costs awarded against Customer or an Authorized Affiliate, or agreed in settlement by Craxel (including reasonable attorneys' fees), in respect of the Infringement Claim.

(B) If a third party brings an Infringement Claim or notifies the Customer of its intention to do so, the Customer shall:

- (i) as soon as reasonably practicable, notify Craxel of the Infringement Claim, specifying the nature of the Infringement Claim in reasonable detail;
- (ii) allow Craxel, at Craxel's cost, to conduct all negotiations and proceedings in relation to the Infringement Claim and to settle or compromise the Infringement Claim, provided that any such settlement or compromise includes a complete release of the Customer;
- (iii) not make any admission of liability, settlement or compromise in relation to the Infringement Claim without the prior written consent of Craxel; and
- (iv) provide Craxel, at Craxel's cost, with reasonable information, assistance and co-operation in responding to and defending the Infringement Claim. Failure of the Customer to comply with any obligation under this Section 6.5.1(B) shall nullify Craxel's obligation to defend or indemnify the Customer under Section 6.5.1(A).

6.5.2 Craxel's Options

If any third party makes, or notifies or indicates an intention to make, a claim likely to give rise to an Infringement Claim, or Craxel reasonably concludes the Licensed Software may be exposed to such a claim, Craxel may, at its expense and option (each without limitation of Craxel's ability to take any other step listed in this Section 6.5.2 at any time): (a) procure for Customer the right to continue use; and/or (b) replace infringing components with components having the same or similar functionality acceptable to Customer (acting reasonably); and/or (c) modify the Licensed Software so that it is non-infringing without material loss in functionality; and/or (d) contest the Infringement Claim; and/or (e) terminate the applicable Order Form without further liability except (1) as provided in Section 6.5.1 and (2) to refund Customer a pro-rata amount of prepaid Fees for the prepaid period for which

Customer is unable to use the Licensed Software. This Section 6.5 states Craxel's entire liability for an Infringement Claim.

6.5.3 Limitation on Craxel's Indemnity

Craxel does not indemnify Customer for any actual or alleged infringement arising from: (a) combination of Licensed Software with third-party products not approved by Craxel or stated as compatible; (b) integrations with Customer products; (c) modifications not made by or under Craxel's direction; (d) use of an unsupported version of Licensed Software; (e) trade mark issues involving Customer branding not approved by Craxel; or (f) Customer negligence, wilful misconduct or intentional infringement.

6.5.4 Indemnification by Customer; Procedure; Mitigation

Customer will hold harmless and defend Craxel against, and indemnify Craxel from all liabilities, losses, claims, damages, expenses and costs awarded against, incurred or suffered by Craxel (including reasonable attorneys' fees) arising from or in connection with: a third-party claim in connection with Customer's use of the Licensed Software in violation of Craxel's or any third party's Intellectual Property Rights; Customer's breach of this Agreement; Customer's contravention of any applicable law relating to the processing, privacy and/or use of data relating to an identifiable person; or Customer's infringement or violation of Craxel's or its licensors' Intellectual Property Rights.

6.6 AI

(A) The Products do not include, and Craxel does not provide, host, operate or supply, any AI System or AI model. Customer acknowledges that AI Systems may generate inaccurate, incomplete or biased outputs and that any use of any AI System in connection with the Products is solely at Customer's election and responsibility. Craxel does not provide any Support Services in respect of any AI System.

(B) Customer is solely responsible for, and indemnifies Craxel and holds it harmless against any and all liabilities, losses, claims, demands, investigations, complaints, allegations, damages, expenses and costs awarded against, incurred or suffered by Craxel (including reasonable attorneys' fees) arising from or in connection with: (i) selecting, procuring and complying with the terms applicable to any Customer AI System; (ii) integration of the Licensed Software with, configuring and operating any Customer AI System (including, without limitation, procuring for Craxel the licences and consents needed for such integration); (iii) determining whether and what Customer Content (including any Personal Data or Confidential Information) is shared with a Customer AI System; (iv) use of Customer AI Systems (including, without limitation, use of the Licensed Software in conjunction with any Customer AI System) in compliance with all applicable laws, contractual obligations, third party rights and obligations of confidentiality; and (v) all AI Outputs and any decisions, actions or omissions taken in reliance on or as a result of AI Outputs.

(C) Craxel has no responsibility or liability for, and provides no warranty, endorsement or recommendation for: (i) any Customer AI System; (ii) any AI Output (including, without limitation, such output being accurate, complete, non-infringing, reliable, fit for any purpose, compliant with law or suitable for any particular use case); (iii) any third party terms, policies or usage restrictions applicable to any Customer AI System; (iv) any disclosure, transfer, loss or corruption of Customer Content caused by Customer's use of a Customer AI System; or (v) any incompatibility, downtime or error of, with or arising from Customer's use of a Customer AI System or any actual, attempted or failed integration (including via an API) between the Products and a Customer AI System.

7. CONFIDENTIALITY, PUBLICITY AND BENCHMARKING

7.1 Confidentiality

(A) The Recipient will treat Confidential Information with reasonable care, apply security measures to it which are at least as stringent as those applied by that party to its own Confidential Information and are, in any event, reasonable and in accordance with good industry practice and disclose Confidential Information only on a need-to-know basis or as permitted under this Agreement. The Recipient will use Confidential Information only to perform its obligations under, and as permitted by, this Agreement.

(B) The Recipient may, but only to the minimum extent, disclose Confidential Information: (i) if approved by the Discloser in writing; (ii) if required by law or regulation; (iii) in the event of dispute, as necessary to establish the rights of either party; or (iv) as necessary (in the case of Craxel) to provide the Products. In cases (ii) and (iii), the Discloser will provide reasonable advance notice and assistance to limit scope unless prohibited by law.

(C) For purposes of this Section 7 and the definition of “Confidential Information”, references to a “party” include that party’s Affiliates. The Recipient is responsible for ensuring its representatives and Affiliates comply with this Section 7.

7.2 Publicity

Neither party will use the name, logo, or trade marks of the other party in publicity without prior written consent, unless agreed in the Order Form or separately in writing.

7.3 Benchmark Test Results

Customer will not disclose any benchmark, test, or performance information or any report containing a competitive analysis regarding the Licensed Software or Services to any third party except as explicitly authorized in advance by Craxel in writing.

8. LICENSE COMPLIANCE AND AUDIT

(A) Without prejudice to the reporting requirements specified in the Fair Use Terms; Craxel may, at its own expense and no more than once every twelve (12) months, appoint its own personnel or an independent third party (or both) to verify that Customer’s use, installation, or deployment of the Products complies with this Agreement.

(B) Any verification may include an onsite audit at Customer’s relevant places of business upon seven (7) days’ prior notice, during regular business hours, and will not unreasonably interfere with Customer’s business activities.

9. LIMITATIONS OF LIABILITY

9.1 Disclaimer of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.2 Limitation of Liability

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CRAXEL OR ITS LICENSORS, RESELLERS, AFFILIATES, SUPPLIERS OR AGENTS BE LIABLE TO CUSTOMER FOR LOST PROFITS, LOST SAVINGS, BUSINESS OR SERVICE INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME.

(B) SUBJECT TO SECTION 9.2(C), IN NO CASE SHALL CRAXEL'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR BY INDEMNIFICATION) EXCEED THE LOWER OF THE TOTAL FEES PAID BY THE CUSTOMER UNDER THE AGREEMENT AT THE TIME OF THE CLAIM ARISING AND THE TOTAL FEES THAT CUSTOMER HAS PAID UNDER THE RELEVANT ORDER FORM OR STATEMENT OF WORK IN CONNECTION WITH WHICH THE CAUSE OF ACTION AROSE.

(C) NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

10. GENERAL PROVISIONS

10.1 Aggregate Data

Craxel may collect, anonymize and use aggregate anonymous data about Customer's use of the Products.

10.2 No Restriction

Nothing in this Agreement prohibits or limits Craxel from: providing software, materials, or services for itself or other clients or customers, irrespective of similarity of the business of the Customer; or developing, using or marketing products or services similar to or competitive with the Customer's, provided that it is not relieved of its confidentiality obligations.

10.3 Third Party Programs

Products may contain or link to software owned by third parties and made available under open source or free software licenses ("**Third Party Programs**") the terms of which may be provided on Craxel's website, alongside the Software or otherwise during the Term of this Agreement. This Agreement does not alter rights or obligations under those licenses. The warranty disclaimers and limitation of liability in this Agreement apply to Third Party Programs to the extent permitted by law.

10.4 Assignment & Subcontracting

(A) Craxel may assign, transfer or novate this Agreement or delegate its obligations (in whole or in part) to its Affiliates or in connection with or as a result of a merger, change of control, or acquisition upon written notice to Customer.

(B) Craxel may subcontract Services to third parties or Affiliates without notification or any further steps being required from Customer, provided Craxel remains responsible for such subcontractors' performance.

(C) Customer may not assign, transfer or novate any of its rights or obligations without Craxel's prior written consent. Any purported assignment, transfer or novation in contravention of this Section is null and void.

10.5 Disputes, Governing Law and Jurisdiction

(A) The parties agree that the governing law of this Agreement, and relevant court of jurisdiction in respect of all disputes arising out of or in connection with this Agreement that have not been resolved in accordance with Sections 10.5(B) to 10.5(D) and for any matters concerning emergency or injunctive relief, shall be determined based on the location of the Craxel entity according to the registered address as stated in the Order Form, in accordance with the following table:

Craxel entity	Governing Law	Venue for arbitration	Relevant courts (with exclusive jurisdiction where in accordance with Section 10.5)
Craxel, Inc.	Laws of the Commonwealth of Virginia, USA	Fairfax County, Virginia	State courts of the Commonwealth of Virginia located in Fairfax County, Virginia, and the federal courts located in the Eastern District of Virginia
Craxel UK Ltd	Northern Ireland	Belfast, Northern Ireland	Courts of Northern Ireland located in Belfast

(B) If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, an Order Form or Statement of Work ("**Dispute**"), then the parties shall follow the procedure set out in this Section 10.5(B) prior to conducting any legal proceedings:

(i) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the persons noted on the Order Form as "Primary Contacts" for each party (or such other persons from or on behalf of the relevant parties as the relevant party nominates) shall meet (in person or virtually) within 14 days to attempt, in good faith, to resolve the Dispute.

(ii) If the Dispute remains unresolved within 30 days of service of the Dispute Notice (or such longer period as the parties may agree), the Dispute shall be referred to arbitration under the London Court of International Arbitration ("**LCIA**") Arbitration Rules (as are most recent at the time of referral for arbitration, and which are available from LCIA), which Rules are deemed to be incorporated by reference into this Section. The arbitration shall take place in the relevant location as noted in the table above in Section 10.5(A) and shall require one arbitrator whose identity shall be appointed at the discretion of the LCIA Court or, subject to the LCIA Court's discretion, be agreed by the parties (acting reasonably).

(C) The language to be used in the arbitration shall be English.

(D) It is agreed that nothing in this Section 10.5 shall prevent any party from applying at any time to the courts of any country for injunctive or other interim relief.

10.6 Notices

(A) Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides positive confirmation of delivery, including automated receipt or electronic log, to the address(es) or email address of the notice recipient as stated on the Order Form.

(B) Any notice from Customer to Craxel must also be sent to: CM Law PLLC, 1701 Pennsylvania Avenue, N.W., Suite 200, Washington, D.C. 20006; Attn: Ernest Stern, Esq.; Email: estern@cm.law (as may be updated from time to time on notice to the Customer).

(C) Billing notices to Customer will be addressed to the billing contact designated by Customer.

10.7 No Agency

The parties are independent contractors and nothing in this Agreement creates an employment, partnership, joint venture, trust, fiduciary, or agency relationship. Neither party has authority to bind the other.

10.8 Compliance with Applicable Law

Customer is solely responsible for compliance with all applicable laws, rules, and regulations in connection with its use of the Licensed Software.

10.9 Third-Party Access

Customer may allow a third-party contractor to operate, use, or access the Products solely on Customer's behalf for Customer's direct beneficial business purposes, provided such third party complies with the obligations and restrictions upon the Customer as applicable by law and under this Agreement. Customer is responsible for acts and omissions of Affiliates and third parties as if they were Customer's.

10.10 Waiver and Modification

(A) A waiver is only valid if in writing and signed by an authorized representative. Delay or failure to exercise rights is not a waiver.

(B) Other than where explicitly stated in the Agreement (including, without limitation, in accordance the Order Form in respect of variation of the Annual License Fees), this Agreement may be modified only in writing signed by both parties.

10.11 Force Majeure

Neither party is liable for failure to perform obligations (except payment) to the extent delayed, prevented, restricted or interfered with by causes beyond its reasonable control, including (without limitation) acts of God, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, labor action, fire, flood, earthquake, natural disaster, denial of service attacks, utility interruption or failures, power outages, any law or action taken by a government or public authority (including, without limitation, imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent).

10.12 Entire Agreement

This Agreement represents the complete agreement between the parties and supersedes all prior and contemporaneous agreements and proposals related to its subject matter. Any terms in documentation Customer delivers or attempts to incorporate by reference (including, without limitation, on purchase orders) are void and will not become part of this Agreement.

10.13 Counterparts

This Agreement may be executed in counterparts, each of which is an original and all constitute the same agreement. Electronic and handwritten signatures are of equal effect.

10.14 Severability

If any term or part-term of this Agreement is held or becomes invalid, illegal or unenforceable, it will be deemed to be deleted and the remainder of the Agreement will continue in full force and effect.

10.15 Affiliates and Third Party Rights

(A) Provided that Craxel remains the contracting party to this Agreement, and is and shall remain fully responsible to the Customer for all acts and omissions carried out by Craxel or on its behalf, Craxel may perform any of its obligations under this Agreement through, or procure the performance of any of the Services by, any Affiliate of Craxel.

(B) This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 (or any equivalent legislation in any jurisdiction) to enforce any term of this Agreement.

10.16 U.S. Government Restricted Rights

For U.S. Government end users: Products are “Commercial Item(s)” as defined at 48 C.F.R. 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, and are licensed with only those rights granted to all other end users.

11. Export and Trade Control

11.1 Trade Control Compliance

(A) Customer acknowledges that the Licensed Software (including related technical data and services) may be deemed commercial off-the-shelf and is subject to export control laws and regulations of the United Kingdom, European Union and United States (“**Trade Control Laws**”). Customer agrees to fully comply with Trade Control Laws in connection with the Licensed Software and to assist in obtaining necessary governmental approvals, licenses and undertakings where applicable.

(B) Customer will not, and will not allow any third party, to use, export, re-export, or transfer, directly or indirectly, any part of the Licensed Software in violation of Trade Control Laws or to a destination subject to US, UN, EU, UK or OSCE embargo, or to any individual or entity listed on denied parties lists. Craxel may be excused from delivery or performance due to embargoes, sanctions or restrictive measures.

11.2 Export Regulations (U.S. EAR / UK)

Products are subject to export control laws of various jurisdictions. Under the U.S. Export Administration Regulations, Products have been self-classified as 5D992.c (subject to change

without notice). For the United Kingdom, Products fall outside the UK Strategic Export Control Lists and are classified as No License Required (NLR). Export licenses may still be required if exported to a person, entity, or country on applicable sanctions lists. Craxel provides this information as general guidance and makes no representation as to accuracy or reliability of classification information.

ANNEX 1 - INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

“Affiliate” means, for a party, any other entity that Controls, is Controlled by, or under common Control with, the party. **“Control”** means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest.

“Agreement” has the meaning provided in the Order Form.

“AI Output” means any content, recommendation, classification, summary, response, decision support or other output generated by a Customer AI System, including where generated using inputs derived from the Products or Customer Content.

“AI System” means any machine learning, large language model, generative artificial intelligence (“AI”) system, algorithmic model, decisioning tool or similar system (whether hosted by a third party, the Customer or on premises) that generates or transforms content, recommendations, classifications or other outputs.

“Authorized Affiliates” means Customer’s Affiliates that are expressly permitted to use the Products under the applicable Order Form.

“Business Day” means Monday through Friday, excluding public holidays in the jurisdiction where the notice is deemed received.

“Change Order” has the definition provided at clause 2(b) of the Professional Services Terms.

“Customer Developed Materials” has the definition provided at clause 4(a) of the Professional Services Terms.

“Computer Provider” means the provider of the Customer Computers on which the Licensed Software is installed and who operates and maintains the computers on Customer’s behalf but does not control the operation of, and cannot access the functionality of, the Licensed Software.

“Confidential Information” means information disclosed by the Discloser to the Recipient during the term of this Agreement that is marked confidential, identified as confidential in writing after oral disclosure, or is of a nature the Recipient should reasonably understand as confidential. Without limitation of the generality of the preceding sentence, all Products, Documentation, Intellectual Property Right and materials provided by Craxel is Craxel’s Confidential Information. Confidential Information does not include information that becomes public through no fault, was known without obligation, is received from a third party without obligation, or is independently developed.

“Controller” has the meaning given in applicable Data Protection Laws from time to time.

“Customer” means the entity identified in the Order Form as “Customer” or end user customer.

“Customer AI System” means any AI System selected, configured, hosted, operated, accessed or used by or on behalf of Customer or its users, including any third party AI service accessed via API.

“Customer Computer” means, unless otherwise defined in the Order Form, on-premise computers or compute locations (including AWS, GCP or Azure) under Customer’s (or Authorized Affiliates’) exclusive operational control, or under a Computer Provider with access controls restricting use to authorized personnel and contractors of Customer (and Authorized Affiliates’).

“Customer Content” means all data, text, prompts, files, documents, images, records, inputs and other content that Customer (or its users) enters into, uploads to, stores in, processes using or generates from the Products, including (without limitation) any data, reports, results or materials generated by the Products (but excluding any Confidential Information belonging to Craxel, Documentation or Intellectual Property Rights belonging to Craxel).

“Data Processing Terms” shall be those terms and conditions as specified in Annex 5 - Data Processing Terms.

“Data Protection Laws” means any applicable law relating to the processing, privacy and/or use of Personal Data in the United Kingdom, including: the UK GDPR, as defined in section 3(10) (as supplemented by section 205(4)) of the DPA 2018 (UK GDPR); the Data Protection Act 2018 (DPA 2018); the Data (Use and Access) Act 2025; the General Data Protection Regulation (EU2016/679) (where applicable); any laws which implement any such laws; any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

“Data Protection Supervisory Authority” means any regulator, authority or body responsible for administering Data Protection Laws.

“Data Subject” has the meaning given in the UK GDPR.

“Documentation” means the then-current user manuals, technical documentation, help files and other materials provided by Craxel describing operation or use of the Products.

“Discloser” means the party to this Agreement (or its Affiliate) which discloses Confidential Information, directly or indirectly, to the other party.

“EEA” means the European Economic Area.

“Effective Date” means the effective date specified in the applicable Order Form.

“Fair Use Terms” shall be those terms and conditions as specified in Annex 3 - Fair Use Terms.

“Feedback” means all current and future suggestions, comments or other feedback regarding the Products as provided by or on behalf of the Customer.

“Fees” means the fees for provision of the Products as detailed in each Order Form and Statement of Work (or otherwise chargeable in accordance with this Agreement) including, without limitation, the Annual License Fee as stated in the Order Form.

“High Severity” means a production system outage or severe degradation with no reasonable workaround materially impacting your business operations.

“Initial Subscription Term” shall be the initial period during which the Licensed Software may be used, as defined in the Order Form.

“Intellectual Property Rights” means all intellectual property rights anywhere in the world including (without limitation) patents, copyrights, trade secrets, and trade marks.

“Licensed Software” means Craxel software licensed to Customer under an Order Form, including any Updates delivered under applicable support terms.

“Low Severity” means minor issues, cosmetic defects or general information requests not materially impacting operations.

“Managed Services” means Services operated, provided and/or managed by Craxel for Customer as described in an Order Form.

“Medium Severity” means significant impairment to key functionality where operations can continue with reduced capacity.

“On-demand Services” means cloud-hosted or remotely-accessed Services provided by Craxel as described in an Order Form.

“Order Form” means the sales order form, statement of work, order form or other written document for Products that is executed between Craxel and Customer.

“Own-Tenant Software” means Licensed Software deployed on Customer Computers.

“Permitted Use” means, in respect of any Licensed Software, the permitted use described in the applicable Order Form.

“Personal Data” has the meaning given in the UK GDPR.

“Personal Data Breach” has the meaning given in the UK GDPR.

“Pre-Existing Materials” has the definition provided at clause 4(a) of the Professional Services Terms.

“Premium Support” means the enhanced support level for High Severity issues.

“Processing” has the meaning given in the UK GDPR (and related expressions, including process, processing, processed, and processes shall be construed accordingly).

“Processor” has the meaning given in the UK GDPR.

“Products” means any Licensed Software and Services (including Support Services and Professional Services) as agreed to be provided by Craxel in accordance with this Agreement.

“Professional Services” means consulting, training, implementation, or technical services provided by Craxel as set out in a Statement of Work, at all times subject to the Professional Services Terms.

“Professional Services Terms” shall be those terms and conditions as specified in Annex 4 - Professional Services Terms.

“Protected Data” means Personal Data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of Craxel’s obligations under this Agreement, in respect of which Craxel is a Processor;

“Recipient” means the party to this Agreement (or its Affiliate) which receives Confidential Information, directly or indirectly, from the other party.

“Renewal Subscription Term” means the period during which the Customer may continue to use the Licensed Software following the Initial Subscription Term, if extended in accordance with the Order Form.

“Reports” means outputs, reports, or other deliverables generated by or through the Products.

“Responsibilities” means the Customer Responsibilities detailed in the applicable Statement of Work.

“Restricted Person” means any person employed or engaged by Craxel or any of its Affiliates who is or has been involved in the provision of the Professional Services or the management of this Agreement.

“Services” means the Support Services and, where applicable, the Professional Services to be provided by Craxel as described in an Order Form or Statement of Work as applicable.

“Sub-Processor” means any agent, subcontractor or other third party engaged by Craxel (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.

“Subscription Term” means the subscription term for Licensed Software as specified in an Order Form, made up of the Initial Subscription Term and each Renewal Subscription Term which comes into effect in accordance with the Order Form.

“Support Portal” means our online support ticketing system accessible at the URL notified to you from time to time.

“Support Services” means the support services in respect of Licensed Software at the level as specified in the Order Form as described in Annex 2 – Software Support Terms, at all times in accordance with and subject to the Software Support Terms.

“Software Support Terms” shall be those terms and conditions as specified in Annex 2 - software support terms.

“Statement of Work” means the statement of work agreed between the parties in respect of Professional Services.

“Taxes” means all sales, use, value added tax, withholding or other taxes, fees, or duties arising out of the Agreement other than taxes on Craxel net income and employee payroll taxes.

“Trade Control Laws” means export control, sanctions, and trade compliance laws and regulations of the UK, EU, US, and other applicable jurisdictions.

“Usage Metric Limitation” means the usage, capacity, or other limitation specified in an Order Form for a Product, to which you are permitted to install and run the Product.

“Working Hours” means 09:00 to 17:00 in the time zone of our primary place of business (based on the address specified in the Order Form) on Monday through Friday, excluding public holidays in the jurisdiction of such place of business.

1.2 The appendices and annexes form part of this Agreement and have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the appendices and annexes.

1.3 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.5 This Agreement is binding on, and enures to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party include that party's personal representatives, successors and permitted assigns.

1.6 A reference to **writing** or **written** excludes fax but not email.

1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

ANNEX 2 - SOFTWARE SUPPORT TERMS

1. Support coverage

- (A) We provide support in the English language only.
- (B) Our support covers the Licensed Software as delivered by us and used in accordance with the Documentation.
- (C) Support does not include:
 - (a) customer infrastructure (including operating systems, networks, databases and cloud services) or third-party software not supplied or documented by us;
 - (b) customer operational activities such as data recovery, data migration or general system administration; or
 - (c) customisations, scripts, integrations or other customer-developed materials unless we have agreed in a separate written statement of work.
- (D) Any excluded services may be provided by us or an authorized partner as professional services under a separate order, subject to additional fees.
- (E) You must raise all support requests through our Support Portal at <https://support.craxel.com> using your nominated support contacts.
- (F) If you purchase support from an authorized partner, we will not be required to provide support in accordance with these Software Support Terms or otherwise. You must use that partner's support process and not contact us directly unless we expressly agree otherwise.

2. Service levels

- (A) We will use reasonable efforts to respond to support requests within the following target timeframes during Working Hours:
 - (a) High Severity: first response within 4 Working Hours.
 - (b) Medium Severity: first response within 8 Working Hours.
 - (c) Low Severity: best efforts, no specific response time.
- (B) If you purchase Premium Support (as stated in the Order Form), we will also provide first responses to High severity cases 24 hours a day, 5 days a week (Monday through Friday, excluding public holidays in the jurisdiction of our primary place of business (based on the address specified in the Order Form)), with a target response time of 1 hour.
- (C) Response times are targets only and not guarantees, and time is not of the essence in relation to any response or resolution.

3. Customer responsibilities

- (A) You must:
 - (i) use the Software in line with the Agreement and Documentation;
 - (ii) make reasonable efforts to investigate and narrow down issues before raising a ticket; and
 - (iii) document, retain and provide all information, logs, screenshots and access reasonably needed for us to diagnose the issue.
- (B) You are responsible for maintaining appropriate and up-to-date backups of your systems and data; we are not liable for any loss of data arising from your failure to do so.

ANNEX 3 - FAIR USE TERMS

1. Usage Recording

- (A) Customer will record on an ongoing basis, and retain for the entire duration of the Term, the following in respect of their usage of Licensed Software:
- the Customer Computers by device type (cloud or physical hardware) and machine ID (or other unique device identifier) on which the Licensed Software has been installed and has run at any time;
 - the number and specific environments of instances of deployment of Licensed Software; and
 - the volume of ingest by the Licensed software per day (per uncompressed gigabyte), taken in aggregate across all usage environments, all Customer Computers and all users, (together being “**Usage Recording Elements**”).

2. Usage Reporting

- (A) You will provide us with a usage report (“**Usage Report**”) every six months from the Effective Date in respect of the preceding six-month period (“**Report Period**”) identifying all Usage Recording Elements and any other information reasonably requested by Craxel from time to time.
- (B) Each Usage Report will be provided to us within 15 days of the end of the Report Period, and you will subsequently provide any other information and technical reports reasonably requested by us to verify the Usage Report.

3. Excess Usage

- (A) If Customer is using the Software in excess of the Usage Metric Limitations, in breach of the Fair Use Terms or this Agreement or otherwise in a manner that is not permitted, Craxel may charge, and the Customer shall pay within thirty (30) days of invoice date, additional license Fees and applicable maintenance/support Fees chargeable at Craxel’s then current rates (or as may otherwise be specified in the Order Form). If and when Craxel is entitled to raise invoice for such additional Fees in accordance with this clause 3 of these Fair Use Terms, Customer must also pay Craxel’s reasonable audit costs as and when invoiced by Craxel.
- (B) Unused allowance from any day does not carry forward or aggregate.
- (C) You may not reduce your Usage Metric Limitations during the Initial Subscription Term. Any modification of Usage Metric Limitations for any Renewal Subscription Term, or increase to Usage Metric Limitations, shall be subject to our prior agreement.

ANNEX 4 - PROFESSIONAL SERVICES TERMS

1. SCOPE

We will provide various Professional Services from time to time as are set out in a Statement of Work.

2. TIMING & CHANGES

(A) Where timetables, delivery dates, estimates of resources or the duration of any Professional Services are specified in the Statement of Work, they are estimates only. We will use commercially reasonable efforts to provide the Professional Services in accordance with such estimates, provided that if our performance is prevented or delayed by any act or omission by you or your agents, sub-contractors, consultants, or employees, we will not be deemed in breach of the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by you arising from or related to such prevention or delay and we may adjust any timetable or delivery schedule as we consider to be reasonably necessary.

(B) If either party wishes to change the scope, timetable or performance of the Professional Services, it shall submit details of the requested change to the other party in writing. We will, within a reasonable time after such change request, provide a written estimate to you of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Professional Services arising from the change; (iii) the likely effect of the change on the Professional Services; and (iv) any other impact the change might have on the performance of the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and, if mutually agreeable, document in writing the terms of such change (a “**Change Order**”) for execution by each party’s authorized representative (at which point such Change Order shall take effect). Notwithstanding the foregoing, we may, from time to time, change the manner in which we provide the Professional Services (including in relation to the personnel assigned to provide the Professional Services) provided that such changes do not materially affect the nature or scope of the Professional Services, or the fees or any performance dates set forth in the applicable Statement of Work and/or Order form (as applicable).

3. YOUR RESPONSIBILITIES

(A) You will: (i) perform the Responsibilities set out in the relevant Statement of Work without undue delay; (ii) cooperate with us in all matters relating to the Professional Services and provide such access to your premises, offices and other facilities as may reasonably be requested by us for the purposes of performing the Professional Services including providing suitably qualified Authorized Representatives; (iii) respond promptly to any request from us to provide direction, information, approvals, authorizations, answers to questions, or decisions that are reasonably necessary for us to perform Professional Services; (iv) provide such access, materials and information as we may reasonably request to carry out the Professional Services in a timely manner (including access to information and software interfaces, networks, operating systems or other hardware and equipment to your other business applications or third party systems or data feeds under your control) and ensure that such materials or information are complete and accurate in all material respects; (v) promptly obtain and maintain all necessary licenses and consents reasonably necessary to enable us to perform the Professional Services; (vi) ensure that the computer, and operating system and any other hardware or software which we are asked to use, support or modify for the purpose of the Professional Services are either your property or are legally licensed to you to the extent necessary

for us to carry out the Professional Services; and (vii) perform all such responsibilities in a timely manner.

(B) You will be solely responsible for all acts, omissions, fault, default or negligence of, or by, your employees, contractors and authorized representatives. You will be fully responsible for all applications, data (including regular backups), interfaces, hardware and equipment within your control unless specifically agreed otherwise in a Statement of Work. You are responsible for verifying that the requirements for the Professional Services set out in the applicable Statement of Work are suitable for your own needs.

(C) During the term of this Agreement and for a period of 12 months after its termination or expiry, Customer shall not (and shall procure that none of its Authorized Affiliates shall): solicit or entice away (or attempt to solicit or entice away) any Restricted Person from the employment or service of Craxel (or any of its affiliates), other than by means of a public recruitment campaign open to all-comers and not specifically targeted at the staff of Craxel or any of its Affiliates; or employ or engage any Restricted Person.

4. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

(A) Each party shall retain ownership of: the materials created, acquired or licensed by them and their Affiliates prior to or outside the scope of the Agreement ("**Pre-Existing Materials**"); and all, and all Intellectual Property Rights embodied in all, modifications, improvements, customisations and derivative works of such party's Pre-Existing Materials by whomsoever made.

(B) Subject to clause 4(A) of these Professional Service Terms, all Intellectual Property Rights in any materials, including software, which are specifically developed for you during the performance of the Professional Services and specifically identified and detailed in a Statement of Work or Order Form as "Customer Developed Materials" ("**Customer Developed Materials**") shall vest in you upon payment of the invoice in respect of the time period during which such Customer Developed Materials were created. Nothing in the Agreement shall be construed as the grant of any license or other right to or in respect of any of our Intellectual Property Rights except as expressly set forth in this clause 4(B) of these Professional Services Terms.

(C) Other than as set out in clause 4(B) of these Professional Services Terms, we are the sole and exclusive owner of all right, title and interest to the Intellectual Property Rights arising from the performance of the Professional Services and any Feedback. Where any such Intellectual Property Rights do not vest automatically in us, you hereby assign, free of charges, all of your right, title and interest in such Intellectual Property Rights (including future Intellectual Property Rights by way of present assignment) upon their creation to us and will promptly execute and deliver all such documents, and do all such things, as we may from time to time reasonably require for the purpose of giving full effect to the provisions of this assignment.

(D) At the time of transfer of ownership of Customer Developed Materials to you in accordance with clause 4(B) of these Professional Services Terms, Customer hereby grants Craxel a license to use, develop and modify the Customer Developed Materials free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free basis to the extent necessary to enable Craxel to provide the Services during the term of the Agreement.

(E) Where provided to you pursuant to the Order Form or any Statement of Work, you may use other API, connectors or tools provided by us ("**Ancillary Tools**") for your own internal use together with the

Licensed Software and only in accordance with the license to use the Licensed Software and, where relevant, the Ancillary Tools. You must not use or permit the use of any software code which enables the bypassing or circumventing of any of the restrictions set out in or in respect of the Licensed Software or the Ancillary Tools and/or provide you with access to the Licensed Software or the Ancillary Tools in excess of your use rights duly obtained nor render or provide any information concerning the Licensed Software the Ancillary Tools. Our Support Services do not apply to Ancillary Tools.

5. FEES

(A) Unless a Statement of Work or Order Form specifically states otherwise: (i) all payments for Professional Services will be made in the currency specified on the Order Form or Statement of Work (as applicable); (ii) Professional Services will be provided on a time and materials basis at our then current rates; (iii) Professional Services shall be invoiced by us monthly in arrears; (iv) Professional Services rates are calculated on the basis of an 8-hour day, worked during Working Hours and we will be entitled to charge an overtime rate for any time worked by individuals on the Professional Services outside Working Hours. Expenses are not included in our rates and you agree to reimburse us for all reasonable travel and out-of-pocket expenses incurred by us in connection with the performance of the Professional Services. Unless the Statement of Work specifically states otherwise: (i) such expenses will be invoiced by us and are payable by you on a pass-through basis; (ii) where practicable, the estimated cost of such expenses will be notified in advance in writing with you; and (iii) we will provide you invoices for all relevant expenses incurred and you will pay all invoiced amounts due to us within 30 days of the date of our invoice. Without prejudice to any other right or remedy available to us, we may suspend the performance of any Professional Services if you become more than sixty (60) days delinquent on your fee payment.

6. WARRANTY

(A) We warrant to you that, subject to clause 6(C) of these Professional Services Terms: (i) we will use reasonable efforts to perform the Professional Services using personnel of appropriate skill, experience, and qualifications and in a professional and workmanlike manner; and (ii) the Professional Services will conform in all material respects to the Scope of Services (if any) set out in the Statement of Work or Order Form (as applicable).

(B) OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THE AGREEMENT, NO EXPRESS OR IMPLIED WARRANTIES SHALL APPLY TO THE PROFESSIONAL SERVICES.

(C) We will not be liable for a breach of the warranty set out in clause 6(A) of these Professional Services Terms unless you: (i) provide us with written notice of the defective Professional Services, reasonably described, within thirty (30) days of the performance of the Professional Services; (ii) have performed all your Responsibilities in accordance with the Agreement; and (iii) provide us with documented and replicable examples of any alleged breach together with all relevant operating environmental information. Where the warranty set out in clause 6(A) of these Professional Services Terms has been breached, we will (at our option) either repair or re-perform defective Professional Services (or the defective part thereof) or credit or refund to you the price of the defective element of the Professional Services at the pro rata Professional Services rate. The remedies set forth in this clause 6(C) of these Professional Services Terms shall be your sole and exclusive remedy and our entire liability for any breach of the limited warranty set forth in this clause 6 of these Professional Services Terms.

7. TERM

The duration of the provision of the Professional Services shall be as described in the Statement of Work or Order Form (subject to extension by written agreement between the parties), unless terminated earlier in accordance with the provisions of the Agreement. Notwithstanding the expiry or termination of the Agreement or Statement of Work or Order Form, the provisions of clauses 4, 5 and 6 of these Professional Services Terms shall survive and continue to bind the parties.

ANNEX 5 - DATA PROCESSING TERMS

1. The parties agree that the Customer is a Controller and that Craxel is a Processor for the purposes of processing Protected Data pursuant to this Agreement. Each party shall at all times comply with all Data Protection Laws in connection with the Protected Data.
2. Without limitation of its obligations under the preceding clause 1 of these Data Processing Terms, the Customer agrees that it retains control of the Protected Data and remains responsible for its compliance with all applicable obligations under the Data Protection Laws (including but not limited to, providing any required notices to, and obtaining any required consents from, Data Subjects and for the written processing instructions it gives to Craxel) and for ensuring that Craxel may lawfully process the Protected Data as instructed by the Customer.
3. Craxel shall only process the Protected Data in accordance with these Data Processing Terms and the Customer's written instructions from time to time (and this Agreement and all Order Forms and Statements of Work shall constitute such instructions) except where otherwise required by applicable law (and in such a case shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so).
4. Craxel shall use reasonable endeavours to inform the Customer if, in its opinion, any instruction relating to the Protected Data infringes any Data Protection Law, but Craxel shall not be required to take any advice from any third party and shall not be responsible for any act or omission made by the Customer following any notification made or not made by Craxel in accordance with this clause 4 of these Data Processing Terms. Where it notifies the Customer of its opinion that such instructions may infringe a Data Protection Law, Craxel may suspend the provision of the Services until the parties have agreed revised instructions which are not infringing.
5. Craxel shall ensure that access to Protected Data is limited to the authorized persons who need access to it for or in connection with supply of the Services and are subject to obligations to Craxel regarding confidentiality of the Protected Data.
6. Craxel shall implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access.
7. The Customer acknowledges that it has the opportunity to review the technical and organisational measures proposed for use by Craxel and confirms they are appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss or destruction of, or damage to, the Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Personal Data as well as the risks to individuals.
8. Customer hereby provides its consent for Craxel to use Sub-Processors in the provision of the Services. Craxel shall appoint each Sub-Processor under a binding written contract containing materially equivalent obligations as under this Addendum in respect of Protected Data that is enforceable by Craxel.

9. Craxel shall inform Customer of any intended changes concerning the addition or replacement of a Sub-Processor and give Customer the opportunity to object to such changes provided that if the Customer objects to a change and cannot demonstrate, to Craxel's reasonable satisfaction, that the objection is due to an actual or likely breach of applicable Data Protection Laws, the Customer shall indemnify Craxel for any losses incurred by Craxel in accommodating the objection.
10. Craxel shall (at Customer's cost) provide assistance (including by using appropriate technical and organisational measures) as Customer may reasonably require in relation to the fulfilment of Customer's obligations to respond to requests exercising the Data Subjects' rights under applicable Data Protection Laws regarding the Protected Data.
11. Craxel shall (at Customer's cost) provide such information, co-operation and other assistance to Customer as Customer reasonably requires (taking into account the nature of processing and the information available to Craxel) to ensure compliance with the Customer's obligations under Data Protection Laws in respect of the Protected Data, regarding: security of processing; data protection impact assessments; and consultation with a Data Protection Supervisory Authority regarding high risk processing.
12. Craxel shall record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to the Customer which relate (or which may relate) to any Protected Data promptly and shall not respond to any without the Customer's written approval and in accordance with Customer's instructions unless and to the extent required by law.
13. The Customer hereby authorises Craxel to transfer Protected Data outside the UK to the EEA (including to USA, where Protected Data is accessible to Craxel's Affiliate: Craxel, Inc.) in connection with, or ancillary to, Craxel's performance of its obligations under this Agreement.
14. Any transfers of Protected Data by Craxel outside the UK shall be carried out in accordance with the Data Protection Laws.
15. Craxel shall (and shall use reasonable endeavours to ensure all Sub-Processors shall) make available to Customer (at Customer's cost) such information as is reasonably required to demonstrate Craxel's compliance with its obligations under these Data Processing Terms and the Data Protection Laws, and allow for and contribute to audits, including inspections, by Customer (or an auditor mandated by Customer) for this purpose at the Customer's request from time to time. Craxel shall provide (or use reasonable endeavours to procure) such access and information during Working Hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than 2 Business Days) provided that such audit shall take place no more frequently than annually and with minimal disruption to Craxel and its staff. Craxel shall not be required to make available any information that concerns any other customer of Craxel (or any of its Affiliates) or could compromise Craxel's intellectual property rights (including protection of its trade secrets) or the security of Craxel's systems or cause it to breach any legal obligation. Craxel is not obliged to grant access to any third party auditor until that auditor signs a confidentiality agreement with Craxel on terms satisfactory to Craxel.
16. Craxel shall notify Customer if it (or any of its Sub-Processors) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any

Protected Data. Craxel shall provide all information as Customer reasonably requires in order to report such circumstances to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

17. Craxel shall (and shall ensure that each of the Sub-Processors shall), at Customer's written request, either securely delete or securely return all the Protected Data to the Customer in such form as the Customer reasonably requests after the earlier of:

1.17.1 the end of the provision of the relevant Services related to processing of such Protected Data; or

1.17.2 once processing by Craxel of any Protected Data is no longer required for the purpose of Craxel's performance of its relevant obligations under this Agreement,

and securely delete existing copies (except to the extent that storage of any such data is required by applicable law (and, if so, Craxel shall inform Customer of any such requirement) or in order for Craxel to retain relevant documentation as may be used in order to take or defend itself against any legal proceedings).

Appendix 1 to Annex 5 - Data Processing Terms

Data Processing Details

Processing of the Protected Data by Craxel under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Appendix 1 to this Annex 5 - Data Processing Terms and all relevant Order Forms and Statements of Work.

Subject Matter:	Craxel shall only process such personal data as is required to provide the support Services to Customer in accordance with this Agreement.
Type(s) of Personal Data:	As specified in the Order Form in the Data Protection Particulars section
Nature of processing:	As specified in the Order Form in the Data Protection Particulars section
Purpose(s) of processing:	Provision of support services in respect of Customer's use of the Licensed Software
Categories of Data Subject:	As specified in the Order Form in the Data Protection Particulars section
Duration of processing:	For the duration of this Agreement, unless otherwise required by the Customer
Plan for return or destruction of Protected Data:	In accordance with clause 17 of these Data Protection Terms