

MAIN SUBSCRIPTION AGREEMENT

Purchases of Subscriptions and Services (as defined below) under a Purchase Document between BravoSolution UK Limited (“JAGGAER”) and [Client full legal entity name] (“Client”), individually each a “Party” and together “Parties”, shall be subject to the following additional terms and conditions as of the date specified in the Purchase Document (the “Effective Date”).

1. DEFINITIONS. In addition to the terms defined elsewhere in the Agreement, the terms set forth in this Section 1 shall have the following meanings:

- 1.1. “Affiliates”** means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Affiliates of Client may access JAGGAER Applications and Services under this MSA by entering into an Order Form with JAGGAER as a Client, or under Client’s Subscription as an Affiliate by being designated in Client’s Order Form(s).
- 1.2. “Aggregated Data”** means anonymized data resulting from processing of Client Data in the JAGGAER Applications. Aggregated Data does not include Personal Data or the identity of Client or another entity.
- 1.3. “Agreement”** means this Main Subscription Agreement, Purchase Documents, the Terms of Service and the Data Processing Addendum.
- 1.4. “AI”** means artificial intelligence or machine learning functionality in the JAGGAER Applications.
- 1.5. “Authorized Users”** means Client’s employees, and any other individuals engaged by Client, in each case who are supplied user identification and passwords by Client. Client is responsible for any access or use by any person authorized by Client or acting on Client’s behalf. If an Affiliate is designated in an Order Form as being within the scope of the Client’s Subscription for Affiliate’s business purposes, individuals acting on Affiliate’s behalf and supplied credentials by Client also may be Authorized Users of Client.
- 1.6. “Client Data”** means data uploaded by or on behalf of Client and output for Client from use of the JAGGAER Applications (including data input in AI and output generated from Client Data). Client Data includes Personal Data processed on behalf of Client and data uploaded in the JAGGAER Applications by Client’s suppliers, but excludes Aggregated Data, System Data and Feedback.
- 1.7. “Confidential Information”** means all confidential information of a Party or its Affiliates, whether written or oral, and whether in paper or electronic format, disclosed to a receiving Party that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information related to either Party’s or its Affiliates’ customer lists, customer information, products, technical information, pricing information, pricing methodologies, supplier-provided information or information regarding its suppliers, business planning or business operations shall be deemed Confidential Information without any marking or further designation.
- 1.8. “Data Processing Addendum” or “DPA”** means the terms available at https://go.jaggaer.com/Customer_DPA_2025 regarding processing of Personal Data by JAGGAER on behalf of Client, which is incorporated by reference herein.
- 1.9. “Feedback”** means comments, questions, suggestions, ideas and enhancement requests provided to JAGGAER by or on behalf of Client or any Authorized User relating to the JAGGAER Applications or Services.
- 1.10. “JAGGAER Applications”** means software as a service (SaaS) offerings made available by JAGGAER under a Subscription.
- 1.11. “Main Subscription Agreement” or “MSA”** means this Main Subscription Agreement. Upon Client’s execution of a Purchase Document or this MSA, this MSA shall govern all Purchase Documents entered into by Client and JAGGAER.
- 1.12. “Order Form”** means the ordering documents executed by JAGGAER and Client that represent the initial purchase of the Subscription to the JAGGAER Applications and certain Services, and any subsequent ordering documents that from time to time are executed hereunder by Client and JAGGAER and which shall expressly refer to the Agreement.
- 1.13. “Personal Data”** means information relating to an identified or identifiable natural person (such as a name, user credentials, an identification number, location data, or an online identifier), including the meaning given under the EU General Data Protection Regulation 2016/679 (GDPR) or other applicable law governing the safeguarding and processing of personal data.
- 1.14. “Professional Services”** means any implementation, training, consulting, data migration, conversion, integration or other services provided by JAGGAER to Client, as set forth in a Statement of Work or as described in the Terms of Service.
- 1.15. “Purchase Document”** means an Order Form or Statement of Work. Purchase Documents shall be deemed incorporated herein by reference.
- 1.16. “Services”** means the Support Services and Professional Services.

- 1.17. “Statement of Work”** means a statement of work executed by JAGGAER and Client describing the milestones, project plan, acceptance criteria and other items related to the delivery of the implementation services and/or other Professional Services provided by JAGGAER to Client.
- 1.18. “Subscription”** means the right of Authorized Users to access and use the JAGGAER Applications and Services during the Subscription Term, as set forth in an Order Form.
- 1.19. “Subscription Term”** means the term of the Subscription specified in the applicable Order Form.
- 1.20. “Support Services”** means the maintenance and support services described in the Terms of Service and provided in connection with the JAGGAER Applications.
- 1.21. “System Data”** means data related to or derived from providing and monitoring access to and use of the JAGGAER Applications, such as system activity, configurations, log data and performance results.
- 1.22. “Terms of Service”** means the Support Services and Professional Services terms posted at <https://www.jaggaer.com/jaggaer-one-terms-of-service/>, which are incorporated herein. Client acknowledges and agrees it has read, understands and agrees to be bound by the Terms of Service.

2. JAGGAER APPLICATIONS AND SERVICES.

- 2.1. Client’s Subscription.** During the Subscription Term, Authorized Users may access and use the JAGGAER Applications and Services solely for Client’s internal business purposes. Use of the JAGGAER Applications and Services for the business purposes of a Client Affiliate requires such Affiliate to purchase a Subscription under an Order Form or to be designated in Client’s Order Form as being in the scope of Client’s Subscription.
- 2.2. Authorized Users; Scope.**
- 2.2.1.** Access and use under the Subscription are granted solely for Authorized Users and shall not be shared with any third parties. If a maximum number of Authorized Users is specified in an Order Form, the number of Authorized Users accessing the applicable JAGGAER Applications shall not exceed such maximum number. Authorized User credentials are for individuals designated by Client and cannot be shared or used by more than one individual, but may be reassigned from time to time when Authorized Users have terminated employment or other relationship with Client, changed roles, or otherwise no longer require use of the JAGGAER Applications and Services.
- 2.2.2.** Client acknowledges that the price of the Subscription in Order Form(s) is based on Client’s scope and access requirements provided to JAGGAER. If Client wishes to subsequently expand access to additional Authorized Users, business units, or Affiliates, additional Subscriptions may be purchased by executing new Order Form(s).
- 2.3. Subscription.** Nothing in the Agreement constitutes a license, sale, assignment or transfer of any software. Client agrees that, as between Client and JAGGAER, JAGGAER retains all rights, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the JAGGAER Applications, the Services, Services deliverables and any and all related and underlying software (including interfaces and integrations created by JAGGAER), Aggregated Data, System Data, Feedback, databases, technology, reports and documentation, and any adaptation, modification, derivation, addition or extension to the foregoing.
- 2.4. Usage.**
- 2.4.1.** Subscriptions are provided to Client for use only as expressly set forth in the Agreement, and Client will not use the JAGGAER Applications or Services in whole or in part for any other use or purpose. Client will not, and will not allow any third party to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying interface or integration techniques or algorithms of the JAGGAER Applications by any means, or disclose any of the foregoing; (ii) except as expressly set forth in the Agreement, provide, rent, lease, lend, or use the JAGGAER Applications for timesharing, subscription, or service bureau purposes; (iii) license, transfer or assign the JAGGAER Applications or any of the rights granted under the Agreement; or (iv) remove or obscure any trademark, product identification, proprietary marking, copyright or other notices provided with or in the JAGGAER Applications or documentation.
- 2.4.2.** Client shall not: (i) use the JAGGAER Applications for storage, possession, or transmission of any information, the possession, creation, processing or transmission of which violates any applicable law; (ii) transmit Client Data using the JAGGAER Applications or Services that infringes upon or misappropriates the intellectual property or privacy rights of any third party; (iii) perform any load testing of the JAGGAER Applications or attempt to probe, scan or test the vulnerability of the JAGGAER Applications without JAGGAER’s prior, written consent; or (iv) log into a server or account that Client is not authorized to access.
- 2.5. Client Responsibilities.** Client is responsible for all activity occurring under Authorized User accounts and for each Authorized User’s compliance with all terms and conditions of the Agreement. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data and for all transactions and disputes with Client’s suppliers. Client shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the JAGGAER Applications and Services and shall notify

JAGGAER immediately of any unauthorized use of any user identification, passwords or accounts or any other known or suspected breach of security.

- 2.6. Changes.** In connection with JAGGAER's efforts to continually improve the JAGGAER Applications and Services, JAGGAER may from time to time develop and make available to JAGGAER's clients, free of charge, enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the JAGGAER Applications, Services and Terms of Service ("**Changes**"). JAGGAER shall provide Client with reasonable, advance notice of all Changes to enable Client to prepare for upcoming releases, learn about new features, and access key information about the JAGGAER Applications, Services and Terms of Service. IN NO EVENT MAY JAGGAER MAKE ANY CHANGES THAT MATERIALLY AND ADVERSELY IMPACT CLIENT'S USE OF THE JAGGAER APPLICATIONS OR SERVICES.

3. DATA AND SECURITY.

- 3.1. Client Data.** As between Client and JAGGAER, Client retains all rights, title and interest in and to Client Data. Client grants JAGGAER a limited right to access and use Client Data in connection with providing the JAGGAER Applications and Services under the Agreement, including for data security and integrity and fraud prevention, and to create Aggregated Data.
- 3.2. System & Aggregated Data.** JAGGAER creates, collects and uses System Data and Aggregated Data to conduct system performance analyses, to enhance the JAGGAER Applications and Services, to develop new products and services and to detect and prevent improper use of the JAGGAER Applications and Services. JAGGAER may use and disclose System Data and Aggregated Data in compliance with applicable law, however, JAGGAER shall not disclose the identity of Client or any Authorized User to any third party through such use or disclosure.
- 3.3. Security and Privacy of Client Data.** JAGGAER understands the sensitive nature of the Client Data and other Confidential Information provided by Client and the importance of data security in the JAGGAER Applications. Client Data is classified as confidential in the JAGGAER Applications. JAGGAER shall maintain the confidentiality of Client Data in accordance with its confidentiality obligations under the Agreement. Additionally, JAGGAER shall maintain, at a minimum, industry standard administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client Data. JAGGAER is audited annually by independent third-party auditors for compliance with Service Organization Control (SOC) standards or standards such as ISO 27001, ISO 27017, ISO 27018, ISO 22301 and ISO 42001.
- 3.4. Personal Data Privacy.** All Personal Data provided for the purposes of the Agreement shall be processed by each Party in compliance with applicable law governing the safeguarding of Personal Data, including the EU General Data Protection Regulation 2016/679 (GDPR). As an independent controller, JAGGAER processes Personal Data as described in <https://www.jaggaer.com/service-privacy-policy/>. To the extent JAGGAER processes Client Data that are Personal Data on Client's behalf, JAGGAER shall process such Personal Data as a processor under the Data Processing Addendum.
- 3.5. Use of AI.** JAGGAER has implemented standards for AI governance in alignment with ISO 42001 and applies ethical principles in model design and use of AI, including risk mitigation for bias and hallucination. JAGGAER will identify in its published specifications and documentation available to Client all JAGGAER Applications that use AI. Client Data will not be used by JAGGAER to train any AI, except where such AI is used solely for the benefit of Client under its Subscription.
- 3.6. Data Breach.** Without undue delay and within no more than forty eight (48) hours after JAGGAER becomes aware of accidental or unlawful destruction, loss or alteration of, unauthorized disclosure of, or access to Client Data in the JAGGAER Applications ("**Data Breach**"), JAGGAER shall notify Client of the Data Breach via email to an Authorized User or the contact specified in the relevant Purchase Document, provide such information as Client may reasonably require to meet its obligations under applicable law with respect to the Data Breach, and promptly take steps to remediate the Data Breach.

4. FEES; PAYMENT.

- 4.1. Fees; Payment.** Subscription Fees and Professional Services fees will be invoiced in accordance with the terms of the Purchase Document. Client shall pay all fees in the currency stated in the Purchase Documents, and unless otherwise stated in the Purchase Document, payment is due no later than thirty (30) days after the date of invoice, in full, without any offset, withholding or other reduction. All payments not received when due shall accrue interest at a rate per month of one and one-half percent (1.5%) (excluding any portion of the payment reasonably disputed in good faith). Payment obligations are non-cancellable and, except for Sections 5.4, 6.1 and 7.1 below, all fees are non-refundable. Client shall remit payment via electronic funds transfer to the account designated in the invoice. If Client's use of the JAGGAER Applications or Services exceeds the authorized scope of use or otherwise requires payment of additional fees under a Purchase Document, Client shall pay the additional fees as provided herein.
- 4.2. Taxes.** Fees payable under the Agreement shall not include sales, use, value-added, excise, personal property or other similar taxes or duties now in force or enacted in the future imposed on the Subscription and/or the Services, all of which Client shall be responsible for and pay in full except those taxes based on the net income of JAGGAER. If Client is exempt from the payment of any such taxes, upon execution of the Agreement, Client shall provide JAGGAER with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 4.3. Suspension of Service.** If any Client account is thirty (30) days or more overdue (excluding invoices under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights herein), JAGGAER may, upon ten (10) days prior

written notice to Client, suspend access to the JAGGAER Applications and/or the provision of Services without liability to JAGGAER until such account is paid in full.

- 4.4. Inspecting Usage.** During the term of the Agreement, JAGGAER may at its own expense reasonably inspect and audit Client's use of the JAGGAER Applications and Services. As required in any Order Form or as reasonably requested by JAGGAER, Client shall provide information on its usage of the JAGGAER Applications and other relevant Subscription scope metrics.

5. TERM AND TERMINATION.

- 5.1. Term of the Agreement.** The Agreement commences on the Effective Date and continues until each Subscription to the JAGGAER Applications under the Agreement has expired, or the Agreement is terminated earlier as expressly provided herein.
- 5.2. Term of Subscription.** The Subscription Term to the JAGGAER Applications shall be as set forth in the applicable Order Form. Any renewal(s) of the Subscription Term shall be in accordance with terms set forth in the Order Form.
- 5.3. Termination for Cause.** Either Party may terminate the Agreement by written notice if the other Party commits a material breach and fails to cure such breach within thirty (30) days following receipt of written notice of such breach.
- 5.4. Outstanding Fees.** Termination shall not relieve Client of the obligation to pay JAGGAER the fees agreed in the Order Form unless (i) Client terminates the Agreement in accordance with Section 5.3, in which case Client shall be entitled to a prorated refund of any pre-paid Subscription fees for the remaining number of months left in the Subscription Term following the effective date of termination or (ii) the Agreement is terminated in accordance with Section 6.1 or 7.2.

5.5. Effects of Termination.

- 5.5.1.** Subject to Section 5.5.2., upon any termination or expiration of the Agreement (i) JAGGAER will terminate Client's access to the JAGGAER Applications and will cease providing the Services; (ii) Client shall immediately cease any and all use of and access to any JAGGAER Applications; and (iii) each Party hereunder shall destroy or return to the other Party any and all Confidential Information of the other Party in its possession.
- 5.5.2. Access to Client Data.** During the Subscription Term, Authorized Users may use standard functionality within the JAGGAER Applications to extract Client Data in accordance with then-current, published JAGGAER specifications. For a period of thirty (30) days following termination or expiration of a Subscription (the "**Retrieval Period**"), Authorized Users may access the JAGGAER Applications solely for the purpose of extracting Client Data. If requested in writing by Client, during the Subscription Term and the Retrieval Period, JAGGAER will perform such data extraction from the JAGGAER Applications for Client, under a mutually agreed Statement of Work. After the Retrieval Period, Client will have no further access to Client Data in the JAGGAER Applications, JAGGAER shall have no further obligation to make Client Data available to Client, and subject to applicable law, JAGGAER may delete Client Data in the JAGGAER Applications.

6. WARRANTY.

- 6.1. JAGGAER Applications Warranty.** JAGGAER warrants that the JAGGAER Applications will operate in substantial conformity with then-current published JAGGAER specifications. In the event of any failure of the JAGGAER Applications to perform in substantial conformity to such specifications, JAGGAER will, at JAGGAER's sole option, and as Client's sole and exclusive remedy, either (i) repair the applicable JAGGAER Applications or (ii) terminate the Agreement and/or the Subscription to the JAGGAER Applications and refund to Client a sum equal to the Subscription fees paid for the period during which the JAGGAER Applications were rendered unusable, prorated on a monthly basis.
- 6.2. Services Warranty.** JAGGAER warrants that it will perform the Services in a good, workmanlike and professional manner. Client's sole and exclusive remedy for breach of the warranties in this paragraph shall be re-performance of the relevant Services free of charge.
- 6.3. DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTIES IN THIS SECTION 6, JAGGAER MAKES NO WARRANTIES REGARDING THE JAGGAER APPLICATIONS AND SERVICES. JAGGAER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WITHOUT PREJUDICE TO THE SUPPORT SERVICES AND SERVICE LEVEL AGREEMENTS IN THE TERMS OF SERVICE, JAGGAER DOES NOT WARRANT THAT ACCESS TO THE JAGGAER APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS AND ERRORS IN THE JAGGAER APPLICATIONS WILL BE CORRECTED, OR THAT THE JAGGAER APPLICATIONS AND SERVICES WILL MEET CLIENT'S PARTICULAR REQUIREMENTS OR EXPECTATIONS. JAGGAER DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY THIRD PARTIES OR OUTPUT FROM AI. JAGGAER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND ANY OTHER PROBLEMS ARISING FROM CLIENT'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS. THE PROVISIONS OF THIS SECTION ARE ESSENTIAL TERMS THAT ALLOCATE RISKS UNDER THE AGREEMENT BETWEEN JAGGAER AND CLIENT.

7. JAGGAER INDEMNIFICATION.

- 7.1.** JAGGAER shall defend Client against any third-party claims, suits, proceedings or actions ("**Actions**") alleging that the JAGGAER Applications infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any

third party and shall indemnify Client for any losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of such Actions. JAGGAER shall have no obligation to defend or indemnify Client to the extent any allegation arises out of (a) use of the JAGGAER Applications by Client in combination with other data, products, software, processes or materials not provided by JAGGAER; (b) modification of the JAGGAER Applications by a party other than JAGGAER; (c) any unauthorized use of the JAGGAER Applications or (d) Client Data.

7.2. If the JAGGAER Applications as used by Client infringe or misappropriate, or in JAGGAER's reasonable opinion are likely to infringe or misappropriate, JAGGAER shall, at its option and sole expense: (i) procure for Client the right to continue to use the JAGGAER Applications, (ii) modify the JAGGAER Applications to eliminate any such claim that might result from their use hereunder, provided such modification does not adversely affect the functional capabilities of the JAGGAER Applications or (iii) replace the JAGGAER Applications with equally suitable, compatible and functionally equivalent non-infringing JAGGAER Applications at no additional charge to Client. If none of these options are commercially practicable, then the Agreement may be terminated by JAGGAER without further obligation or liability on the part of either Party except that JAGGAER agrees to promptly refund to Client the fees paid by Client for the portion of the Subscription Term for which the JAGGAER Applications would no longer be available to Client. This Section 7 states the entire liability and obligation of JAGGAER, and Client's exclusive remedy, with respect to any intellectual property infringement or misappropriation relating to the JAGGAER Applications or Services.

7.3. JAGGAER's indemnification obligations are conditioned upon Client: (i) giving JAGGAER prompt written notice of any Action for which Client is seeking indemnity; (ii) granting control of the defense and settlement to JAGGAER (except that JAGGAER shall not enter into any settlement of an Action that imposes any obligations upon Client without the consent of Client, which consent will not be withheld unreasonably); and (iii) reasonably cooperating with JAGGAER at JAGGAER's expense, including mitigation and implementing changes made available to Client by JAGGAER.

8. CONFIDENTIALITY.

8.1. Obligations. During the term of the Agreement and for a period of three (3) years after the date of termination or expiration of the Agreement, each Party: (i) shall treat as confidential all Confidential Information provided by the other Party; (ii) shall not use or disclose such Confidential Information except in connection with performance of the Agreement or as otherwise previously authorized in writing by the disclosing Party; and (iii) shall implement reasonable procedures to prohibit the unauthorized disclosure or use of such Confidential Information. Without limiting the foregoing, each Party shall use at least the same degree of care to prevent the disclosure of the other Party's Confidential Information as it uses to prevent the disclosure of its own Confidential Information and shall in any event use no less than a reasonable degree of care. Each Party shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its Affiliates or personnel.

8.2. Exceptions. Notwithstanding the above, the receiving Party's confidentiality obligations shall not apply to information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiving Party; (ii) was known to the receiving Party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving Party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing Party; (v) becomes known to the receiving Party from a source other than the disclosing Party without breach of the Agreement by the receiving Party and in a manner which is otherwise not in violation of the disclosing Party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving Party, where permissible under applicable law, shall provide reasonable advance notice to enable the disclosing Party to seek a protective order.

9. LIMITATIONS OF LIABILITY. NEITHER PARTY, NOR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) THAT RESULT FROM OR ARE RELATED TO THE AGREEMENT OR ANY OF THE JAGGAER APPLICATIONS, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. EXCEPT FOR PAYMENT OBLIGATIONS IN A PURCHASE DOCUMENT, THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO OR ARISING OUT OF THE AGREEMENT OR ANY OF THE JAGGAER APPLICATIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNTS RECEIVED BY JAGGAER FROM CLIENT IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES, PROVIDED THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY (A) BREACH OF SECTIONS 2.4 (USAGE) OR 8 (CONFIDENTIALITY) OR (B) INDEMNIFICATION UNDER SECTION 7 (JAGGAER INDEMNIFICATION). THESE LIMITATIONS OF LIABILITY ARE ESSENTIAL TERMS AND TOGETHER WITH RISK ALLOCATION AND LIMITED WARRANTIES ARE REFLECTED IN PRICING OFFERED BY JAGGAER HEREUNDER.

10. MUTUAL COMPLIANCE.

10.1. Sanctions and Export Control. Client acknowledges that access to and use of the JAGGAER Applications and Services are subject to global export control and economic sanctions laws and regulations, including, without limitation, the Export Administration Regulations administered by the U.S. Department of Commerce and economic sanctions administered by the U.S. Department of the Treasury. JAGGAER and Client shall comply with the economic sanctions and export control laws and regulations of the United States, European Union, United Kingdom, and other applicable jurisdictions in providing, accessing, and using the JAGGAER Applications and Services.

Without limiting the foregoing, (i) each Party represents and warrants that neither it nor any of its Affiliates (and in the case of Client, none of its Authorized Users) is named on any applicable sanctions or restricted persons list maintained by a governmental authority in any applicable jurisdiction, and (ii) neither Client nor its Affiliates or Authorized Users is organized, located, or ordinarily resident in, or the government, including any political subdivision, agency or instrumentality thereof, of Cuba, Iran, North Korea, Russia, Belarus, or the Crimea, Donetsk, or Luhansk regions of Ukraine, or any other country or region subject to economic or financial trade sanctions or trade embargoes imposed, administered, or enforced by a governmental authority in any applicable jurisdiction (either (i) or (ii) "**Denied Persons**"). Client warrants that none of its suppliers or other counterparties transacting with Client or its Affiliates through the JAGGAER Applications are Denied Persons.

10.2. Anticorruption. Each of the Parties shall comply with all anti-bribery and anti-corruption laws, regulations, statutes, and orders, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act of 2010 ("**Anti-Corruption Laws**"). Each Party agrees that it shall not, directly or indirectly engage in any conduct within the performance of the Agreement in violation of any Anti-Corruption Laws; or take any action that would implicate the other party in a violation or potential violation of applicable Anti-Corruption Laws.

11. GENERAL PROVISIONS.

11.1. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of England and Wales, without application of conflicts of laws principles and without application of the United Nations Convention on the International Sale of Goods.

11.2. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, it shall be deemed omitted and the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

11.3. Waiver. The waiver by either Party of a breach of any provision of the Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

11.4. Assignment. The Agreement shall be binding upon the Parties' respective successors and permitted assigns. Neither Party shall assign the Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, either Party may assign or transfer the Agreement upon a change of control or pursuant to a sale of all or substantially all the stock or assets of the assigning Party.

11.5. Independent Contractors. The Parties to the Agreement are independent contractors. There is no relationship or partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

11.6. Publicity. Neither Party may issue any press release regarding the Agreement without the other Party's prior written consent. Either Party may include the name and logo of the other Party in lists of customers and vendors, regardless of format or media.

11.7. Notices. Unless otherwise stated in the Agreement, any notices required under this Agreement shall be in writing and either delivered personally, delivered by a nationally or internationally recognized overnight courier service or sent by registered or certified mail. Notices to JAGGAER shall be addressed: 103 St. John Street, London, EC1M4AS, United Kingdom, Attention: Legal Department. Billing-related notices to Client shall be addressed to the billing contact designated by Client in the Purchase Document, and legal notices to Client shall be addressed to Client's signatory of the Agreement. Notices shall be deemed to have been received: (i) on the day given if delivered by hand (securing a receipt evidencing such delivery); (ii) on the second day after notice is sent, if sent by an overnight courier service; or (iii) on the fifth day after notice was mailed, if sent by registered or certified mail.

11.8. Survival. All provisions of the Agreement relating to proprietary rights, payment of fees accrued, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any termination of the Agreement.

11.9. Electronic Signature and Delivery. The Agreement may be executed and delivered by electronic signature, facsimile or email and each full reproduction, including copies or scan, shall be deemed an original.

11.10. Force Majeure. Neither Party will be liable to the other for any failure to meet its obligations under the Agreement where such failure is caused by events beyond its reasonable control such as failure of communications networks, inability to timely obtain instructions or information from the other Party, governmental action, fire, storms, floods or other acts of God, provided that the Party seeking to rely on such circumstances gives written notice of such circumstances to the other Party hereto and uses reasonable efforts to overcome such circumstances.

11.11. Entire Agreement. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes all other agreements, understandings, negotiations and discussions (including qualifications, offers, proposals and bids), whether oral or written, of the Parties, and there are no warranties, representations and/or agreements between the Parties regarding the subject matter hereof except as set forth in the Agreement. No Client purchase order or general terms and conditions shall modify or take precedence over any terms of the Agreement. No modification or amendment to the Agreement shall be binding unless in writing and signed by duly authorized representatives of JAGGAER and Client. In case of any inconsistency, this order of precedence applies: Purchase Document, MSA, Data Processing Addendum.

Client:	BravoSolution UK Limited
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: