

**STORM TECHNOLOGIES LIMITED
TERMS AND CONDITIONS**

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following words and expressions shall have the meanings set out below:

"Affiliate" means any entity that Controls, is Controlled by, or is under common Control with, a Party, where **"Control"** means the power directly or indirectly to secure that the affairs of the controlled person are conducted in accordance with the wishes of the controlling person:

(a) by means of the holding of shares, or the possession of voting power, in or in relation to that controlled person; or
(b) by virtue of any powers conferred by the articles of association, or any other document, regulating that controlled person;

"Agreement" means an agreement between Storm and the Customer (for the supply by Storm of goods or services) which shall consist of these Terms and Conditions, together with:

(a) the MFC and its Exhibits (if any);
(b) where Services are to be supplied, any relevant Statement of Work;
(c) the relevant Quotation;
(d) the relevant Order Acknowledgement; and
(e) if no Order Acknowledgement is issued by Storm, the terms of the relevant Order, except to the extent that the terms of the Order or purchase order deviate from the terms set out in the Quotation or on the Storm One Portal;

"Agreement Term" means the period of time over which Storm is to provide the Goods or Services, as specified in the Quotation and the Statement of Work (if any) or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1);

"Bill and Hold Goods" shall have the meaning set out in Clause 6.6;

"Bill and Hold Term" shall have the meaning set out in Clause 6.6;

"Bribery Laws" shall mean (a) the Bribery Act 2010 and associated guidance published by the United Kingdom Secretary of State for Justice under the Bribery Act 2010; (b) the United States of America's Foreign Corrupt Practices Act 1977; and (c) all other applicable laws, legislation, statutory instruments, and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction in the United Kingdom or the European Economic Area;

"Charges" means the fees or charges payable by the Customer for Goods or Services, as such fees or charges are set out in the Quotation or the Statement of Work or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1);

"Claim" has the meaning given to it in Clause 14.5.1;

"Commencement Date" means the date on which the relevant Agreement is entered into;

"Confidential Information" means all confidential and proprietary information relating to the business of one Party directly or indirectly obtained or collected by or on behalf of the other Party (whether before, on or after the Commencement Date and in whatever form or on whatever media or by way of demonstrations or observation or discovered in any manner), including any know-how, trade secrets, trade names, systems, methodologies, processes, business ideas, concepts, strategies, price lists, databases, models, plans, data, reports, research, studies, analyses, assessments, developments, documents, materials,

intellectual property, supplier details, employee or other personnel details, and other technical, financial or commercial information, together with all notes, records, extracts, copies, reproductions or analysis of any such information; and which information is designated as confidential or which a reasonable person would consider to be confidential;

"Customer" means any person, company or entity that places an order for goods or services with Storm;

"Customer Materials" means any materials, information, documents, data, tools, equipment or other items owned, used or provided or to be provided by the Customer or its Affiliates in relation to Storm's provision of the Services;

"Data Protection Laws" means the Data Protection Act 2018, the UK GDPR (as defined in sections 3(10) and 205(4) of the Data Protection Act 2018), (to the extent EU data protection laws are applicable) the General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003, any other applicable law concerning data protection or privacy and any subordinate or related legislation in force from time to time in the UK, (and, to the extent applicable, the EU) and any replacement to, addition to, or amendment of, any of the foregoing;

"Deliverables" means the deliverables ancillary to the supply of the Services, including any media on which the results of the Services are supplied;

"Documentation" means the operating manuals, user instructions, technical literature and other related materials (if any) supplied to the Customer by Storm for aiding the use and application of Goods and Services;

"Equality Laws" means the United Kingdom Equality Act 2010, any statutory code issued under it (and any supplements to it) and associated guidance published by the Equality and Human Rights Commission and all other applicable UK legislation, statutory instruments and regulations in relation to equality and diversity and any similar or equivalent legislation in any other relevant jurisdiction, as updated from time to time;

"Exhibits" means the exhibits to the MFC;

"Force Majeure Event" means any circumstance outside a Party's reasonable control, including: acts of God, flood, drought, storm, severe weather, ash cloud, volcano, earthquake or other natural disaster; epidemic or pandemic (including COVID-19); terrorist attack, insurrection, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, hostilities, imposition of sanctions, embargo, piracy, seizure or forfeiture, or breaking off of diplomatic relations; nuclear, chemical or biological contamination; sonic boom; any law or any action taken by a government or public authority including imposing an export or import restriction, quota or prohibition or travel restriction or national emergency; collapse of buildings, loss at sea, fire, explosion or accident; blockades, strikes or lock-outs; interruption or failure or problems with a utility service; or shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation;

"Good Industry Practice" means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of activity under the same or similar circumstances;

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"Goods" means the goods provided or to be provided by Storm under the relevant Agreement, which may be hardware, software, equipment or other articles or things (or any of them or any part or parts of them) as set out in the Quotation or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1);

"Intellectual Property Rights" means copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Liability" has the meaning given to it in Clause 14.4;

"Licence" means, in respect of any Software provided under the relevant Agreement, the relevant third party owner's or licensor's terms and conditions of use applicable to such Software;

"Licensor" means the relevant third party licensor of Software (i.e. the manufacturer or other third party supplier);

"MFC" or "Master Framework Contract" means the long term agreement (if any) between Storm or Storm's Affiliate and the Customer or the Customer's Affiliate;

"MSA" has the meaning given to it in Clause 13.2;

"MSA Offence" has the meaning given to it in Clause 13.2;

"Order" means an order (and whether orally or in writing or in any form, and which may include Storm's customer's purchaser order) placed by Storm's customer to Storm to obtain goods and/or services from Storm;

"Order Acknowledgement" means Storm's agreement to an Order (and whether orally or in writing or in any form) provided by Storm to its customer in response to an Order;

"Party" means Storm or the Customer;

"Quotation" means a quotation (and whether orally or in writing or in any form) provided by Storm for the supply of specific goods and/or services to its customer;

"Services" means the services provided or to be provided by Storm under the relevant Agreement, which may be installation, support, managed or other services, as set out in the Quotation and corresponding Statement of Work (if any) or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1);

"Software" means any third party software provided as part of Goods or Services and which is specified in the Quotation or Statement of Work (if any) or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1), all in object code form only;

"Specification" means the specification for the Goods or Services or Software, being as set out in the Quotation, the Statement of Work (if any), the Storm One Portal or the manufacturer's or Licensor's published specification;

"Statement of Work" or "SOW" means the document provided by Storm to the Customer (or agreed in writing

between Storm and the Customer) to which an Order for Services relates, and which describes the Services;

"Storm" means Storm Technologies Limited (company number 03998372 whose registered office is at 2 The Boulevard, Blackmoor Lane, Croxley Business Park, Watford WD18 8YW, or such other "Storm" company named on its quotation or on the Storm One Portal;

"Storm One Portal" means a private online ecommerce portal operated by Storm which customers may, subject to agreement with Storm, be enrolled. It may be accessed by the customer's personnel through an internet browser (or other similar application) through which they may browse, self-select and then electronically submit orders for goods or services directly, digitally to Storm;

"Terms and Conditions" means Storm's standard terms and conditions of sale, as set out in this document;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"TUPE Transfer" means a relevant transfer for the purposes of TUPE;

"Working Day" means any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day which is a bank holiday in England (as set out on www.gov.uk/bank-holidays for bank holidays in England).

1.2 In these Terms and Conditions:

1.2.1 references to **"Clauses"** are to clauses in these Terms and Conditions;

1.2.2 headings are for ease of reference only and do not affect the interpretation or construction of the Agreement;

1.2.3 words imparting the singular shall include the plural and vice versa;

1.2.4 words imparting a gender shall include the other gender and the neutral;

1.2.5 references to **"persons"** shall include an individual, company, corporation, firm or partnership;

1.2.6 references to **"include"** and **"including"** or like words or expressions shall be construed without limitation;

1.2.7 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and

1.2.8 references to **"written"** or in **"writing"** includes in electronic form.

2. ORDER PROCEDURE

2.1 Whenever the Customer wishes to place an Order for obtaining Goods or Services, the Customer shall either: (a) (if made available by Storm for the Customer) access the Storm One Portal to browse, select from a previously agreed range of Goods and Services, and electronically submit an Order digitally to Storm; or (b) contact Storm's sales team, request a Quotation for particular Goods or Services, in which case if Storm issues a Quotation for the requested Goods or Services (and a Statement of Work if applicable), the Customer shall then submit an Order that conforms with the Quotation (and Statement of Work (if any)) to Storm for approval and acceptance by Storm.

2.2 Storm shall, regardless of how an Order was submitted, be entitled to accept or reject an Order in its sole discretion.

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Provided that Storm accepts the Order, it shall provide to the Customer its Order Acknowledgement and Storm shall, wherever it is reasonably practicable, inform the Customer as to whether, or not, it has accepted an Order within five Working Days following Storm's receipt of the Order.

2.3 Orders which are accepted by Storm shall be binding on both Parties and shall not be altered, cancelled or terminated except in accordance with the Agreement.

2.4 All Orders placed by the Customer are subject to the availability of Goods and Storm's capability to perform Services.

2.5 It is the Customer's responsibility to ensure that all information supplied by it is complete and accurate. The Customer shall ensure that each Quotation, Order, Order Acknowledgement and SOW meet its particular requirements.

3. TERM

3.1 An Agreement shall commence on its Commencement Date.

3.2 The Agreement shall continue indefinitely unless and until it is completed in accordance with its terms, or it is terminated by either Party in accordance with the termination rights in the Agreement.

3.3 Where the Agreement is for the supply of specific Goods or project Services, the Agreement shall expire upon expiry of the supply of the Goods or Services or (if later) payment of the Charges for them. Where the Agreement is for the on-going supply of Services, such as help desk Services, unless the Quotation or Statement of Work or the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1) provides for another specific expiry or termination right without cause, either Party shall be entitled to terminate the Agreement by giving no less than six months' notice to the other Party.

4. CHARGES

4.1 The Charges are as set out in the Quotation and any Statement of Work or the Storm One Portal (depending on how the Order is placed in accordance with Clause 2.1). Other than the Storm One Portal, catalogues, price lists and other advertising literature or material as used by Storm (and as provided to the Customer from time to time) are intended only as an indication of the price and range of Goods and Services available. No prices, descriptions or other particulars contained in such materials shall be binding on Storm.

4.2 Quoted or listed prices for Goods or Services may be based on the cost to Storm of supplying the Goods or Services to the Customer (such as the manufacturer's list price). If, following acceptance by Storm of the Order, and prior to the delivery of Goods or performance of the Services, the cost of such Goods or Services to Storm shall increase or Storm notices an administrative error in the pricing, Storm shall be entitled to inform the Customer of the changed Charges for such Goods or Services, and if there is an increase then the Customer shall have the right to cancel its Order for such Goods or Services by giving notice to Storm within four (4) Working Days of receiving the change of Charges. If the Customer does not cancel its Order within such period, the original Order shall continue to be binding on the Customer varied as to the Charges for the applicable Goods or Services in accordance with the revised Charges so provided to the Customer (unless any alternative Charges are agreed in writing between the Parties).

4.3 All Charges are exclusive of any taxes, including any excise, sales, use, value added (VAT), withholding and similar taxes and duties. The Customer shall be liable for and shall pay all such applicable taxes at the prevailing rate at the same time as the Charges.

4.4 Except where expressly set forth in the Quotation or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1), the Charges do not include delivery charges to the Customer's site or premises, and Storm reserves the right to levy an additional charge for delivering the Goods to any destination advised by the Customer.

5. MANUFACTURER'S SPECIFICATION

5.1 Storm shall deliver the Goods in accordance with the manufacturer's Specification. Storm shall not be responsible if there is any variation in the manufacturer's Specification or technical data, or if the manufacturer ceases to manufacture under a previous Specification.

5.2 Storm shall endeavour to advise the Customer of any impending variation of the manufacturer's Specification once it receives notice thereof from the manufacturer.

6. RISK AND TITLE

6.1 All risk in the Goods shall pass to the Customer upon delivery, provided that where the Customer wrongfully fails to take delivery of the Goods, risk shall pass at the time when Storm has tendered delivery of the Goods.

6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Agreement, the title and property in the Goods shall not pass to the Customer until Storm has received in cash or cleared funds payment in full of the price and all other sums payable (a) for the Goods and (b) which are or become due to Storm from the Customer on any account ("**Payment**").

6.3 Until Payment, the Customer shall hold the Goods as Storm's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Storm's property and keep a list of the Goods and their location, but the Customer may resell or use the Goods in the ordinary course of its business at full market value.

6.4 Until Payment (and provided the Goods are still in existence and have not been resold), Storm may at any time require the Customer to deliver up the Goods to Storm within three days of Storm's request and, if the Customer fails to do so, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods. The Customer hereby grants, or shall procure the grant, to Storm for Storm and its agents, staff, officers, employees and contractors an irrevocable licence to enter for the purpose of recovering possession of the Goods any premises then occupied by or in the ownership or possession of the Customer or the Customer's direct or indirect customer. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Storm, but if the Customer does so all moneys owing by the Customer to Storm shall (without limiting any other right or remedy of Storm) forthwith become due and payable.

6.5 The rights and remedies set out in this Clause 6 are without prejudice to any other right or remedy that may be available to Storm. Storm shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Storm.

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6.6 **Bill and Hold:** From time to time, the Customer may ask Storm to order and hold Goods on the Customer's behalf until such time as the Customer is ready to collect them or is ready to request delivery of the said Goods (hereinafter "**Bill and Hold Goods**"). Bill and Hold Goods will be held by Storm for up to a maximum of 90 days (the "**Bill and Hold Term**"). In such circumstances:

6.6.1 In consideration of Storm agreeing to warehouse the Bill and Hold Goods, the Customer agrees that payment of the Charges will be due and Storm may invoice the Customer for the Goods on (1) Storm receiving the relevant Goods into its warehouse facility and (2) having informed the Customer that the Goods are received and ready for collection or delivery. The Customer shall thereafter pay Storm's invoice in accordance with the payment terms found in Clause 8.2.

6.6.2 Where the Customer has paid Storm in full for the Bill and Hold Goods prior to their delivery, then:

(a) Title to the Goods shall pass immediately to the Customer and Storm shall segregate the Goods in Storm's warehouse and clearly marked as fully paid and as the property of the Customer;

(b) Bill and Hold Goods will be held at Storm's risk from the time that Storm receives payment in full until the time that Storm (acting reasonably) delivers or attempts to deliver the Bill and Hold Goods in accordance with this Clause 6.6;

(c) Storm shall insure those Goods during the Bill and Hold Term; and

(d) Where Storm fails to deliver the Bill and Hold Goods as required under Clause 6.6.2 (b), then the Customer shall be entitled, (acting reasonably) on not less than seven Working Days' prior written warning and strictly subject to following Storm's reasonable directions, procedures and policies, to enter Storm's logistics and warehouse facility where the Goods are stored and take possession of any Goods the ownership of which is undisputed as belonging to the Customer.

6.6.3 On expiration of the Bill and Hold Term, Storm (acting reasonably) shall, unless otherwise agreed in writing by the Parties, be entitled to inform the Customer in writing and arrange delivery of the relevant Bill and Hold Goods to the Customer at a time decided by Storm (acting reasonably).

7. GOODS DEFECTS AND USE

7.1 Save as expressly provided in the Agreement, and save to the extent that the exclusion or restriction of Liability may be prohibited at law, Storm shall not have any Liability for any loss arising out of the use of any of the Goods.

7.2 Unless otherwise specified in the Quotation, the Customer shall be responsible for arranging for all testing and inspection of the Goods upon delivery. Storm shall not have any Liability for any obvious loss or damage on or after delivery unless the Customer informs and provides full details to Storm in writing within two Working Days of delivery.

7.3 Storm warrants that, as at delivery, the Goods shall be undamaged and conform to the Specification and to any warranty provided to Storm by Storm's supplier for the Goods. Storm shall (where relevant and where possible) assign or transfer its own rights under the warranty for the Goods from Storm's supplier to the Customer.

7.4 Storm shall, at its option, within a reasonable timeframe:

7.4.1 repair or replace;

7.4.2 repay an appropriate portion of the Charges for; or

7.4.3 provide a credit note in respect of a reasonable part of;

the delivered Goods which are not in conformance with the warranty set out in Clause 7.3.

7.5 Storm's Liability for defective or damaged Goods is subject to:

7.5.1 the Customer informing Storm in writing of any claim promptly upon discovery of the defect or damage and, subject to Clause 7.2, in any event within 14 days of discovery, specifying with reasonable detail the way in which it is alleged that the Goods do not conform to the Agreement;

7.5.2 the Customer allowing Storm to take all control over decisions in respect of dealing with the issue including with third parties;

7.5.3 the Customer having provided Storm with Storm's delivery note number and such other information and documentation as Storm reasonably requires at the same time as the written information specified in Clause 7.5.1;

7.5.4 the Customer showing to Storm's reasonable satisfaction that a defect or damage to Goods is solely attributable to Storm's (or its subcontractor's or supplier's) error defective design, materials or workmanship and not: (a) wear and tear from normal use; or (b) the combination, incompatibility, attachment, affixation, incorporation or mixing of the Goods with any other goods, products, materials or substance; or (c) any other acts or omissions, by anyone after delivery;

7.5.5 the Goods having not been: (a) misused or subjected to neglect, improper or inadequate care or carelessness (including being dropped or knocked); or (b) involved in any accident or attempt at repair, replacement, alteration, change or modification except by or on behalf of Storm or as approved by Storm or in accordance with Storm's (or Storm's subcontractor's or supplier's) instructions; or (c) dealt with or installed or used or stored contrary to good trade practice or any oral or written instructions, advice or recommendation of Storm (or Storm's subcontractor or supplier);

7.5.6 the Customer holding the Goods safely and securely in good condition;

7.5.7 the Customer allowing and procuring for Storm the opportunity to have access to and inspect the Goods; and

7.5.8 if and to the extent Storm requests, at Storm's option, within five Working Days of the Customer informing Storm of the defective or damaged Goods, Storm collecting such Goods or the Customer returning such Goods carriage and insurance paid at the Customer's risk to Storm's premises or such other location stipulated by Storm and carefully packed to avoid damage in transit. Unless and until Storm inspects, repairs or receives such Goods, the Customer shall hold such Goods safely and securely in good condition.

8. PAYMENT

8.1 Except as set out in Clause 6.6, and except as provided otherwise in the Quotation or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1), Storm shall be entitled to invoice the Customer for Goods immediately following delivery (including where delivery is made in instalments). Except as provided

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otherwise in the Quotation or the Statement of Work or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1), Storm shall be entitled to invoice the Customer for project Services immediately following the performance of the project, or for any other Services monthly in arrears.

8.2 The Customer shall pay all invoices for Goods and Services and other sums due within 30 days of the date of Storm's invoice, unless otherwise specified in the Quotation or Statement of Work or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1).

8.3 Storm may suspend all deliveries of Goods and/or the performance of all Services and require different payment terms at Storm's absolute discretion in the event that the Customer shall exceed any credit terms stipulated by Storm to the Customer from time to time.

8.4 The Customer shall pay Storm by any payment method reasonably stipulated by Storm.

8.5 Unless otherwise stipulated in the Agreement or agreed in writing between the Parties, payment shall be in the currency in force in England from time to time.

8.6 Payment shall be deemed made when Storm has received cleared funds in full.

8.7 Payment of all sums due to Storm under the Agreement shall be made by the Customer in full without any set-off, deduction or withholding whatsoever.

8.8 If the Customer is late in paying any part of any monies due to Storm under the Agreement or any other agreement between the Parties, Storm may (without prejudice to any other right or remedy available to it whether under the Agreement or by any statute, regulation or bye-law) do any or all of the following:

8.8.1 charge interest and claim other costs on the amount due but unpaid as permitted under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;

8.8.2 sell or otherwise dispose of any Goods which are the subject of the Agreement or any other agreement between the Parties, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment; and

8.8.3 suspend the performance of the Agreement and any other agreement between the Parties until Storm has been paid in full.

9. DELIVERY

9.1 Any dates quoted for delivery of the Goods are approximate only. Storm shall not have any Liability for any delay in delivery of the Goods however caused.

9.2 The time for providing and the completion of the Services shall not be of the essence unless previously expressly agreed by Storm in writing; Storm shall use its reasonable endeavours to perform the Services within the times anticipated in the Agreement, and Storm shall not have any Liability for any delay in performing the Services, however caused, provided that it has used its reasonable endeavours.

9.3 Any timeframe for delivery in a previous agreement shall be no indication of the timeframe for delivery in any other agreement.

9.4 Storm may deliver the Goods in advance of the quoted delivery date on giving reasonable prior warning to the Customer.

9.5 Quotations or offers of Goods ex-stock are subject to Goods being unsold at the time of receipt of the Customer's written order.

9.6 Storm reserves the right to delay delivery if any payment due from the Customer to Storm has not yet been made or if the amount owing by the Customer or the Customer's Affiliates to Storm or Storm's Affiliates in aggregate under all agreements between the Customer or the Customer's Affiliates and Storm or Storm's Affiliates (including under the Agreement) exceeds any credit limit for credit extended by Storm from time to time. Storm may update the credit limit with immediate effect by informing the Customer in writing from time to time.

9.7 Packaging shall be in accordance with Storm's customary practices and with leaflets and labels in English.

9.8 Partial delivery or performance shall be permitted. Storm may deliver and provide the Goods in instalments. Unless the Parties otherwise agree in writing, Storm may invoice the Customer for each instalment.

9.9 Delay, default or non-delivery of any instalment shall not entitle the Customer to cancel or terminate, and shall not affect, the remainder of the Agreement.

9.10 Delivery shall take place at the premises stipulated for delivery in the Quotation or otherwise agreed in writing between the Parties.

9.11 The Customer shall provide or procure the provision of any delivery vehicle with reasonable access to park and deliver or give Storm sufficient notice for reasonable arrangements for making deliveries.

9.12 The Customer shall sign a delivery note and other documentation requested to be signed upon receipt of the Goods or performance of the Services. The signing of any such documentation shall be evidence that the Goods have been delivered and the Services performed and in the quantities stipulated in the documentation. The Customer shall inspect the Goods and packaging for any obvious damage and make a note of any obvious damage when signing.

9.13 If delivery of the Goods or performance of the Services is delayed or obstructed through the Customer's default or breach of the Agreement or if the Customer declines or delays in accepting or taking delivery or receipt of the Goods or Services, then Storm shall not have any Liability as a result and Storm may (without prejudice to any other right or remedy available to it) do all or any of the following:

9.13.1 charge a re-delivery or re-performance fee;

9.13.2 charge a reasonable storage fee for the Goods; and

9.13.3 cancel the said Agreement as regards any Goods or Services that remain to be delivered or installed or performed.

10. SERVICES

10.1 Customer's Obligations

10.1.1 The Customer agrees to purchase the Services (if any apply) on the terms set out in the Agreement.

10.1.2 The Customer shall at all times and in all respects:

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(a) perform its obligations in accordance with the terms of the Agreement; (b) co-operate with Storm (acting reasonably) to ensure delivery of the Services; (c) pay the Charges for the Services in accordance with the Agreement; (d) make the performance location accessible to Storm (and Storm's Affiliates, personnel and subcontractors) and as may be necessary for Storm to perform the Services and otherwise comply with its obligations under the Agreement (including as may be agreed in writing between the Parties or otherwise reasonably required by Storm); (e) provide any Customer Materials necessary or reasonably required by Storm for the provision of the Services, in a timely manner; (f) inform Storm in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services; (g) ensure that all Customer Materials or other items provided to Storm for the provision of the Services are correct, up to date and suitable for the performance of the Services, in good condition and in good working order; and (h) obtain and maintain all necessary licences, permits and consents required to enable Storm to perform the Services and otherwise comply with its obligations under the Agreement.

10.2 Storm's Obligations

10.2.1 Storm shall perform the Services in accordance with Good Industry Practice. Storm warrants that, as at delivery, the Services shall conform to the Specification. Any timing and schedule set out in the SOW or elsewhere in the Agreement is approximate only. Any timeframe for delivery in a previous agreement shall be no indication of the timeframe for delivery in any other agreement. The time for providing and the completion of the Services shall not be of the essence unless previously expressly agreed by Storm in writing; Storm shall use its reasonable endeavours to perform the Services within the times anticipated in the Agreement, and Storm shall not have any Liability for any delay in performing the Services, however caused, provided that it has used its reasonable endeavours.

10.2.2 Storm shall not have any Liability for any delay or failure in providing Services or Deliverables or in compliance with Clause 10.2.1 if and to the extent caused by (a) the Customer's failure or delay in complying with any of the provisions of Clause 10.1.2; (b) as a result of any latent defect in a design, specification or requirement of the Customer; or (c) use of the Customer Materials.

10.2.3 Storm shall not be required to change the time for performance of the Services to meet the Customer's request, and Storm shall be entitled to decide whether or not to do so. If Storm does agree to the Customer's request for a change, Storm shall be entitled to require the Customer to reimburse Storm for all reasonable and verified costs and expenses directly arising out of rescheduling, providing that Storm uses its reasonable endeavours to mitigate such losses.

10.3 Intellectual Property Rights and Services

10.3.1 In consideration of the Charges payable under the Agreement and the Party's mutual obligations under the Agreement, Storm grants to the Customer a non-exclusive licence to use for the purposes of the intended use under the Agreement any Intellectual Property Rights created or supplied during the performance of the Services or during the creation or supply of the Deliverables and any other materials created by Storm pursuant to the Agreement.

10.3.2 Except as expressly agreed above, no Intellectual Property Rights of either Party are transferred or licensed as a result of the Agreement.

10.3.3 Subject to Clauses 10.3.1 and 10.3.2, each Party

shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with the Agreement provided always that such skills, techniques, or know-how do not infringe the other Party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other Party's Confidential Information.

11. NON-STANDARD GOODS

11.1 Unless otherwise agreed in writing, all Goods are supplied in accordance with the manufacturer's or Storm's supplier's standard specifications. No Goods are delivered to the Customer's non-standard specifications.

12. SOFTWARE AND DOCUMENTATION

12.1 Where Software is provided as part of Goods or Services, such Software is supplied under Licence of the applicable Licensor. All proprietary rights in such Software, including Intellectual Property Rights and title or ownership to the Software, shall remain with the relevant third party owner or Licensor and shall not transfer to the Customer.

12.2 It is the sole responsibility of the Customer to comply with any terms and conditions of any Licence attaching to Software supplied under the Agreement and the Customer acknowledges that, without prejudice to any other rights or remedies, any failure to comply with such Licence terms and conditions could result in the Customer being refused a software licence or having the same revoked by or on behalf of the Licensor. The Customer's failure to comply with such terms and conditions shall constitute a material breach of the Agreement.

12.3 Other than the warranty in the Agreement for the Software to conform to the Specification, all Software provided by Storm under the Agreement is supplied "as is". In the event that such Software fails to conform to its Specification or proves defective in any other material way, the sole obligation of Storm in connection with the supply of such Software is to obtain and supply a corrected version from the Licensor provided always that the Customer has complied with the requirements of Clause 7.5.

12.4 Notwithstanding the provisions of any Licence:

12.4.1 unless otherwise agreed by Storm, the Customer shall only use Software for the purpose (if any) specified in the Quotation or on the Storm One Portal (if applicable to the Order being placed in accordance with Clause 2.1);

12.4.2 the Customer shall not copy, modify or disassemble Software except to the extent as permitted by applicable law and on prior notice to Storm;

12.4.3 the Customer shall not remove, alter, cover or obliterate any copyright or other proprietary rights notice used on or in connection with Software without the prior written consent of Storm;

12.4.4 the Customer shall not permit any third party use of the Software whether by way of bureau, time-share, rental, sub-licence or other service; and

12.4.5 the Customer shall indemnify Storm and keep Storm fully and effectively indemnified on demand against any claims, actions, liabilities, costs, expenses, penalties, losses and damages as a result of any breach by the Customer of this Clause 12 or any of the terms or conditions of the Licence.

12.5 Any Software product sold by Storm hereunder, and licensed to the Customer by Licensor, on a subscription basis, such a License being characterised by regular periodic payments of Charges due and to be collected periodically from Customer, by Storm for Licensor,

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throughout the term of the subscription ("**Software Subscription**"), such a License may not be terminated early, prior to the end of the licensed subscription period, by the Customer. Any attempt at early termination of a Software Subscription shall accelerate, and cause, all unpaid periodic subscription Charges, for the remainder of the subscription period, to become immediately due and payable to Storm.

12.5.1 Any of the following, during the term of any License, containing a Software Subscription, shall accelerate, and cause, all unpaid periodic subscription Charges, for the remainder of the subscription period, to become immediately due and payable to Storm: (a) the Customer enters bankruptcy, administration, or liquidation; or (b) the Customer is being wound up (whether voluntarily or by order of the court) 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; or (c) the Customer ceases to carry on business

12.6 Any Documentation which may be supplied by Storm from time to time is supplied "as is" and as provided to Storm by the relevant manufacturer or supplier of Goods or the third-party owner or licensor of the Software. Storm makes no representations regarding the Documentation being satisfactory or fit for purpose or otherwise and accepts no liability for defects or errors or otherwise in connection within the Customer's use of the Documentation.

13. WARRANTIES

13.1 Each Party warrants and represents to the other that it:

13.1.1 has the full right, power and authority to enter into and perform the Agreement and has not entered into any arrangement which in any way conflicts with the Agreement or inhibits, restricts or impairs its ability to perform its obligations under the Agreement;

13.1.2 is not owned or controlled by a government or government official, whether foreign or domestic; and

13.1.3 is the Party to the Agreement and not acting as agent for an undisclosed third party for the purposes of the Agreement.

13.2 Each Party warrants that it and its Affiliates, directors, officers, employees, agents and sub-contractors shall comply with the Modern Slavery Act 2015 ("**MSA**") and none of them have: (a) committed an offence under the MSA (an "**MSA Offence**"); (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA; or (c) aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA.

13.3 Except where the MFC or an SOW evidences an agreement to the contrary, each Party further warrants to the other that the relationship between them is as provided under the Agreement and nothing shall create a relationship of employer and employee between the Parties' or with any of the other Party's Affiliates' employees. The Customer shall ensure that no employee of the Customer or of its Affiliates or of its other suppliers of any goods or services providers are or shall become an employee of Storm or of Storm's Affiliates by virtue of TUPE or will be the subject of a TUPE Transfer. Where these Terms and Conditions are used, in conjunction with an MFC, and TUPE is or becomes applicable to a transaction under the MFC, then MFC Exhibit 5 shall become applicable and govern the obligations of the Parties.

13.4 Except where expressly provided for within the Agreement, Storm excludes all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Goods, Services and Software (including implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill).

13.5 The Customer acknowledges that Storm is not and cannot be aware of the extent of any potential loss or damage to the Customer resulting from any failure or delay of the Goods or Services or any failure or delay by Storm to discharge its obligations under the Agreement.

14. LIMITATIONS OF LIABILITY & INDEMNITIES

14.1 Each Party does not exclude or limit its Liability for: (a) its fraud; or (b) its wilful misconduct; or (c) death or personal injury caused by its negligence; or (d) any breach of the non-excludable obligations implied by law as to having title to supply Goods; or (e) the indemnity under Section 14.5; or (f) any other Liability which cannot be excluded or limited by applicable law.

14.2 Subject to Clause 14.1, each Party shall not have any Liability in respect of any: (a) indirect or consequential losses, damages, costs or expenses; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of anticipated savings; (e) loss of revenue; (f) loss of goodwill; (g) loss of reputation; (h) ex gratia payments; (i) loss of business; (j) loss of operation time; or (k) loss of opportunity; whether or not such losses were reasonably foreseeable or the Party or its agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, (b) to (k) apply whether such losses are direct, indirect, consequential, or otherwise.

14.3 Subject to Clause 14.1, the total aggregate Liability of each Party in respect of the Agreement in any period of 12 months starting on the Commencement Date or an anniversary of the Commencement Date shall be limited to the greater of: (a) £50,000; or (b) 125% of the total sums paid and total other sums payable, in aggregate, by the Customer to Storm pursuant to the Agreement in that 12 month period.

14.4 In the Agreement, "**Liability**" means liability in or for breach of contract (including liability under any indemnity), tort (whether deliberate or not), negligence, breach of statutory duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Agreement, including liability expressly provided for under the said Agreement or arising by reason of the invalidity or unenforceability of any term of the said Agreement (and for the purposes of this definition, all references to the "Agreement" shall be deemed to include any collateral contract, but each Order shall constitute a separate "Agreement").

14.5 Indemnification:

14.5.1 The Customer shall, to the extent permitted by law, indemnify, defend and hold harmless Storm from and against any and all claims, actions, liabilities, costs, expenses, penalties, losses and damages (collectively, a "**Claim**") suffered or incurred by Storm or its Affiliates or their employees, officers, directors, agents or representatives to the extent caused by or arising out of its or its agents' wilful misconduct, or violation of any of the provisions of Clause 12.4 and 20 of these Terms and Conditions, or any claim made by any person employed by the Customer or by an Affiliate of the Customer or any other

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supplier or any goods or services provider who claims to be an employee or have rights against Storm or any Affiliate of Storm by virtue of TUPE or a TUPE Transfer.

15. TERMINATION

15.1 Either Party may terminate the Agreement by giving notice to the other Party with immediate effect if:

15.1.2 the other Party is in material breach of any of its obligations under the Agreement or any other agreement between the Parties and such breach is incapable of remedy;

15.1.2 the other Party fails to remedy, where capable of remedy, any material breach of any of its obligations under the Agreement or any other agreement between the Parties after having been required in writing to remedy such breach within a period of no less than 30 days;

15.1.3 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or takes any similar or analogous step or action in consequence of debt in any jurisdiction;

15.1.4 the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

15.1.5 the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement or any other agreement between the Parties is in jeopardy.

15.2 In any event, Storm may terminate the Agreement by giving notice to the Customer with immediate effect if the Customer is at least seven days late in paying any sum due under the Agreement or any other agreement between the Parties.

15.3 On termination of the Agreement under this Clause 15, Storm shall have the right (without prejudice to any further or other claims or rights or remedies which Storm might have) to cancel any uncompleted part or the Agreement or to cancel or suspend delivery, and payments for any delivery already made shall immediately become due and payable notwithstanding any other provisions of the Agreement.

15.4 Upon termination or expiry of the Agreement for any reason:

15.4.1 Storm shall cease to perform the Agreement; and

15.4.2 all outstanding sums shall become immediately payable, whether invoiced or not.

15.5 Termination or expiry of the Agreement shall be without prejudice to any rights, liabilities or remedies of a Party accrued before termination or expiry and shall be without prejudice to any right to claim damages that would have existed but for termination or expiry, nor shall it affect any provision of the Agreement which is expressly intended to come into or continue in force after termination or expiry.

15.6 Termination or expiry of the Agreement will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination

or expiry.

16. CONFIDENTIALITY AND DATA

16.1 Each Party shall keep and procure to be kept secret and confidential the Confidential Information of the other Party and shall not use nor disclose the same except: (a) for the purposes of the proper performance of the Agreement; or (b) as otherwise permitted by the Agreement; or (c) with the prior written consent of the other Party. Each of the Parties shall use at least the same degree of care (and not less than a reasonable degree of care) that it uses to prevent the disclosure of its own confidential information of like importance, to prevent the disclosure of Confidential Information of the other Party. Each Party shall promptly inform the other Party of any actual or suspected misuse or unauthorised disclosure of the other Party's Confidential Information.

16.2 The provisions of Clause 16.1 shall not apply to: (i) information that has come into the public domain other than by breach of this Clause or any other duty of confidence; (ii) information that the receiving Party can show is obtained from a third party without breach of Clause 16.1 or any other duty of confidence; (iii) information that the receiving Party can show is in the receiving Party's lawful possession before disclosure from the other Party; or (iv) information that the receiving Party can show is independently developed by the receiving Party.

16.3 Where one Party discloses Confidential Information of the other Party to its employee, officer, director, consultant, contractor, agent, representative, customer, professional adviser or insurer, it shall do so on a need-to-know basis and subject to obligations equivalent to those set out in this Clause 16. Each Party shall use all reasonable endeavours to ensure that any such employee, officer, director, consultant, contractor, agent, representative, customer, professional adviser or insurer complies with such obligations.

16.4 A Party may disclose the other Party's Confidential Information to the extent required by applicable law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much prior warning of such disclosure as possible and, where informing the other Party of disclosure is not prohibited and is given in accordance with this Clause 16.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

16.5 Forthwith upon the termination or expiry of the Agreement, each Party shall return all Confidential Information, including all copies, in whole or part, of the other Party, or if requested by the other Party, it shall destroy them and certify in writing to the other Party that they have been destroyed.

16.6 Each Party shall comply with its obligations pursuant to all applicable Data Protection Laws.

16.7 For clarity, and in relation to any personal data Storm may receive from the Customer where Storm processes the personal data on behalf of the Customer, the Customer is the controller and Storm is the processor under the Agreement.

16.8 If needed in order to ensure that the Parties comply with Data Protection Laws, Storm and the Customer shall either: (a) where these Terms and Conditions are used in conjunction with an MFC executed by the Parties agree that a data processing clauses Exhibit to the MFC shall apply; or otherwise (b) agree and enter into a written supplementary data processing agreement and comply with

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the terms of the supplementary data processing agreement.

17. FORCE MAJEURE

17.1 Storm shall not have any Liability for any breach, hindrance or delay in performance of its obligations under the Agreement which is caused by any Force Majeure Event, regardless of whether the circumstances in question could have been foreseen.

17.2 Storm shall inform the Customer upon becoming aware of a Force Majeure Event.

17.3 The performance of Storm's obligations shall be suspended during the period that the circumstances of the Force Majeure Event persist and Storm shall be granted an extension of time for performance equal to the period of the delay.

17.4 If there is a Force Majeure Event which continues without a break for more than six months, either Party may terminate the Agreement by notice to the other Party with immediate effect, in which event neither Party shall have any Liability by reason of such termination.

17.5 Each Party shall use its reasonable endeavours to assist and co-operate with the other Party to mitigate the effects of a Force Majeure Event, but neither Party shall be required to take steps that it would be unreasonable to expect it to take.

17.6 Should any performance of obligations be delayed under this Clause 17, each Party shall nevertheless accept performance as and when the other shall be able to perform.

17.7 If Storm has contracted to provide identical or similar goods or services to more than one customer and is prevented from fully meeting its obligations to the Customer by reason of a Force Majeure Event, Storm may decide at its absolute discretion which contracts it will perform and to what extent.

18. NOTICES

18.1 Any notice required or authorised to be given under the Agreement shall be in writing and shall be served by personal delivery or by a generally commercially recognised international express courier or (if both Parties are based in the United Kingdom) by recorded delivery to the relevant Party at its address stated in the Agreement or at such other address as is notified by the relevant Party to the other Party for this purpose from time to time or at the address of the relevant Party last known to the other Party.

18.2 Any notice so delivered personally shall be deemed served at the time of delivery and any notice so given by international express courier or by recorded delivery shall be deemed to have been served two Working Days after the same shall have been despatched if both Parties are based in the United Kingdom or four Working Days otherwise, and in proving such service it shall be sufficient to prove that the letter was properly addressed, and despatched and delivered.

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 Neither Party shall be entitled to assign, transfer, charge or license the whole or any part of its rights or obligations under the Agreement to any party without consent of the other Party which, when asked of the Customer, shall not be unreasonably withheld or delayed.

19.2 Storm may engage any person, firm or company as its sub-contractor to perform any of its obligations, but shall not

be released from any liability therefor.

20. CORPORATE RESPONSIBILITY

20.1 Anti-Corruption and Bribery: The Parties shall: (a) comply with all applicable Bribery Laws; (b) ensure that they and their Affiliates have in place up to date and adequate policies, training and procedures to prevent any breach of this Clause; (c) ensure that all of their personnel as well as all direct and indirect subcontractors so comply; and (d) ensure that each person employed by or acting for or on behalf of any of a Party (or Affiliate) in the execution of the Agreement shall so comply.

20.2 Modern Day Slavery: The Parties agree that modern day slavery is a serious and often hidden crime. Each Party shall ensure that it and its Affiliates have in place up to date and adequate policies, training and procedures to identify and eliminate any slavery or human trafficking in its respective supply chains. The Parties agree that a breach of Clauses 13.2 or this Clause 20.2 shall be deemed a material breach of the Agreement.

20.3 Equality Laws: Each Party shall ensure that it and its Affiliates comply with the Equality Laws as updated from time to time and each Party shall use all reasonable endeavours to ensure that all of that Party's employees and its Affiliates so comply and that they shall not unlawfully discriminate within the meaning of any law or regulation in relation to the prevention of discrimination (whether in race, gender, religion, disability, age, sexual orientation or otherwise) in their business or in regards to the Agreement.

20.4 Export Terms

20.4.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Agreement, but if there is any conflict between the provisions of Incoterms and the Agreement, the latter shall prevail.

20.4.2 Where the Goods are supplied for to the Customer for export, by the Customer, from the United Kingdom, the provisions of this Clause 20 shall (subject to any special terms agreed in writing between the Customer and Storm) apply notwithstanding any other provision of the Agreement.

20.4.3 The Customer shall be responsible for complying with any legislation or regulations governing the use or importation of the Goods in the country of destination and for the payment of any duties on them.

20.4.4 The Customer shall be responsible for arranging for testing and inspection of the Goods at Storm's premises before shipment. Storm shall have no Liability for any claim in respect of any defect in the Goods which would be apparent on inspection, and which is made after shipment, or in respect of any damage during transit.

20.4.5 Where the Customer is located outside the UK, payment of all amounts due to Storm shall be made by irrevocable letter of credit opened by the Customer in favour of Storm and confirmed by a bank acceptable to Storm or, if Storm has agreed in writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to Storm of a bill of exchange drawn on the Customer payable 60 days after sight to the order of Storm at a branch of such bank in England as may be specified in the bill of exchange.

20.4.6 The Customer shall not offer the Goods for resale (or provided said Goods) to any denied party or restricted country (each as specified or may be specified by the EU,

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the USA or UK government or any of their respective agencies from time to time) or any country or party stipulated by Storm to the Customer at or before the time the Customer's order is placed (to reflect those specified by the EU, the USA or UK government or any of their respective agencies from time to time), or sell the Goods to any person if the Customer knows or has reason to believe that that person intends to resell the Goods in any such country or to a denied party.

21. GENERAL

21.1 Relationship: The relationship of the Parties is that of independent contractors dealing at arm's length. Nothing in the Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the Parties nor shall it be deemed to grant any authority not expressly set out in the Agreement or create any agency between the Parties.

21.2 Entire Agreement: Each Party confirms that the Agreement sets out the entire agreement and understanding between the Parties, and that the Agreement supersedes all previous agreements, accords, arrangements or understandings between the Parties relating to the specific subject matter of the Agreement (save that any existing liability of the Customer to Storm created under a prior agreement shall be preserved). Each Party confirms that it has not relied upon any statement, representation or understanding that is not an express term of the Agreement and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently. The terms of the Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Customer. These Terms and Conditions apply to Storm's supply of all Goods and Services. The placement of any Order, the giving by the Customer of any delivery instruction or the acceptance by the Customer of delivery of the Goods or performance of the Services shall constitute unqualified acceptance by the Customer of these Terms and Conditions.

21.3 Waiver: No failure or delay exercise by either Party in exercising any right, power or remedy under the Agreement will operate as a waiver of that or any other right, power or remedy nor will any single or partial exercise by either Party of any right, power or remedy preclude any further exercise of any other right, power, or remedy.

21.4 Severance: To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful, or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of the Agreement, and it shall not affect the validity, lawfulness or enforceability of the remainder of the Agreement, nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

21.5 Time shall not be of the essence; except and only if it is expressly agreed in a writing signed by both Parties to so be in a particular Order or Statement of Work.

21.6 Rights of Third Parties: Nothing in the Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the Parties.

21.7 Further Assurance: Each Party shall at the cost and expense of the other Party use all reasonable endeavours

to do all such further acts and things and execute or procure the execution of all such other documents as that Party may from time to time reasonably require for the purpose of giving that other Party the full benefit of the assets, rights and benefits to be transferred to the other Party under the Agreement.

21.8 Governing Law: The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or its formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.

21.9 Mediation: If any dispute arises between the Parties out of the Agreement, the Parties shall attempt to settle it by referring it to a board member of each Party. If the dispute is not settled by agreement in writing between the Parties within 10 Working Days, either Party may refer the Dispute to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. The mediation shall be conducted by a single mediator appointed by mutual agreement, or (failing mutual agreement within seven days of a notice from either Party to the other calling upon the other so to agree) by CEDR. Both Parties agree to co-operate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge his duties, and to bear equally between them the fees and expenses of the mediator. The mediation shall be conducted in London, England in English. The mediation shall be conducted without prejudice to the rights of any of the Parties in future proceedings. In any event, if either Party does not agree with any dispute being referred for mediation in accordance with this Clause 21.9, then the dispute shall be determined by the courts or arbitration in accordance with Clauses 21.10 or 21.11 (as applicable). For the avoidance of doubt, either Party may apply to the court or initiate proceedings, for injunctive relief, without recourse to the process in this Clause 21.9.

21.10 Jurisdiction/Courts/Arbitration: If both Parties are domiciled in the United Kingdom or the European Economic Area, the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with the Agreement or its subject matter or its formation (including non-contractual disputes or claims).

21.11 If either or both of the Parties is domiciled outside of the United Kingdom and the European Economic Area, any claim, dispute or matter of difference which may arise out of or in connection with the Agreement or its subject matter or its formation (including non-contractual disputes or claims) shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules. Those Rules are deemed to be incorporated by reference into this Clause 21.11. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

21.12 Miscellaneous: The rights and remedies of the Parties under the Agreement are cumulative and in addition to any rights and remedies provided by law. Any variation to the Agreement must be in writing and agreed by the Parties. The Agreement may be executed in counterpart. All dealings, correspondence and contacts between the Parties shall be made or conducted in the English language.