



TRAPEZE ITS U.K. LTD PURCHASING TERMS

These terms apply to all Contracts concluded between [Trapeze ITS U.K. Ltd] (hereafter the "Modaxo Company" or "Modaxo") - on behalf of itself and for the benefit of its Affiliates - and the entity ("Supplier") - on behalf of itself, and for the benefit of its Affiliate - accepting the Purchase Order incorporating these terms ("Purchasing Terms") as well as to any other agreement concluded on the basis of the Purchasing Terms. Supplier may accept that the Purchasing Terms shall govern the Contract either by accepting the Purchase Order expressly and/or by fulfilling a Purchase Order submitted by the Modaxo Company incorporating the Purchasing Terms.

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Purchasing Terms and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

1. Definitions

"Affiliate" means any person, corporation or other entity that now or in the future, directly or indirectly controls, is controlled by or is under common control with a party. For purposes of this definition, "control" means with respect to: (a) a corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof or, for purposes of foreign corporations, if less than fifty percent (50%), the amount allowed by applicable law; and (b) any other entity, the power to direct the management of such entity.

"Business Days" means the days Monday to Friday.

"Business Hours" means unless otherwise agreed in the Contract, 8 a.m. to 6 p.m. in the country where the Modaxo Company is located.

"Contract" means the contract between the Modaxo Company and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order.

"Defective Offering" means an Offering that does not meet the contractually agreed requirements, is not suitable for the use specified in the Purchase Order, is incomplete or misses necessary accessories and instructions. The contractually agreed requirements include the type, quantity, quality, functionality, compatibility, interoperability, and other features of the Offering. And an Offering that is not suitable for normal use or misses a quality which is customary for items of the same type and which a purchaser can expect.

"Delivery Date" means the date on which the Hardware is to be delivered to Modaxo Company and / or any End User, as specified in the Purchase Order.

"Effective Date" means the earlier of: (i) the first Purchase Order, Order Effective Date; (ii) the date of acceptance of the terms of this agreement by Supplier.

"End Users" means customers of the Modaxo Company or the applicable Affiliate, that purchase the Offering.

"Hardware" means any such hardware supplied to the Modaxo Company and / or the End User by the Supplier pursuant to or in connection with the Purchase Order.

"License" means license to Supplier's software that are deemed to be fully paid up following Modaxo Company's payment of the amount stated in the Purchase Order.

"Order Confirmation" means Supplier's written confirmation that the Purchase Order has been accepted and will be fulfilled.

"Offering" means the Licenses, Subscriptions, Hardware and Professional Services made available by Supplier for Modaxo for own use and/or to resell to End Users, stand alone or together with Modaxo's products and/or services.

"Price" means the price of the Offering as specified in the Purchase Order.

"Purchase Order" means Modaxo Company's offer to purchase the Offering of the type, quantity, and price set forth therein, subject to these Purchasing Terms.

"Quotation" means Supplier's price for Licenses, Subscriptions, Hardware and Professional Services. Quotations may be made using a price sheet or may be specific to an End User.

"Services" means any the services (or any part of them) to be provided as specified, including any support and maintenance, planning, preliminary or preparatory work, pursuant to or in connection with the Purchase Order.

"Subscriptions" means any services, maintenance, SaaS, PaaS, IaaS, or any other non-fully paid-up software that requires renewals upon expiration of the term of the relevant Modaxo Company's Purchase Order.

"Territory" means - unless otherwise agreed in writing- worldwide.

2. Supplier Obligations

2.1 The Supplier shall:

2.1.1 use commercially reasonable endeavors to respond to any requests for Quotations within twenty-four (24) Business Hours.

2.1.2 provide accurate Quotations which will remain valid for a minimum of thirty (30) calendar days.

2.1.3 provide an Order Confirmation within two (2) business days of Modaxo Company's delivery of a Purchase Order, if no Order Confirmation is provided then, the Order will be deemed to be accepted at the end of the second Business Day.

2.1.4 promptly deliver the Offering to either the Modaxo Company or any Affiliate thereof and /or the End User, as specified in the Purchase Order.

2.1.5 ensure that each Offering delivered is strictly in accordance with the Purchase Order, including item, quantity, price, and delivery location.

3. Appointment of Reseller Status

3.1 The Supplier hereby appoints Modaxo as an authorized reseller of the Offering to End Users and grants Modaxo all the necessary distribution and IPR-rights to entitle Modaxo to sell the Offering to the End Users; the Modaxo Company hereby accepts such appointment.

3.2 The Supplier hereby consents to the Affiliates of the Modaxo Company participating in this agreement to sell the Offering to End Users.

4. Modaxo Affiliates

4.1 The Supplier acknowledges and agrees that a Modaxo Affiliate shall have the right to acquire Offerings under this agreement by submitting a Purchase Order referencing the same under the same conditions of the Modaxo Company.

4.2 When a Modaxo Company Affiliate submits and the Supplier accepts such a Purchase Order, such Affiliate will be:

4.2.1 entitled to all Modaxo Company's rights under the Purchasing Terms and the applicable Purchase Order ,

4.2.2 and bound to the Purchasing Terms t and the applicable Purchase Order.

4.3 When an Affiliate of Modaxo purchases Offerings for resale under this agreement (i) all references to the " Modaxo Company" in this agreement shall refer to such Affiliate; and (ii) the Purchasing Terms shall apply together with each Purchase Order.

4.4 Purchase Orders submitted by a Modaxo Affiliate shall represent a separate agreement between Supplier and the Modaxo Affiliate.

4.5 If applicable, Purchase Orders submitted by a Modaxo Affiliate will apply toward Modaxo Company's cumulative volume and it will receive the same or better discount percentages applicable to any Purchase Orders placed.

4.6 A Modaxo Affiliate may incorporate specific terms and conditions required to address local laws and local regulations, except that such locally agreed upon terms and conditions will be deemed to be country-specific terms and will not be construed as amending this agreement in any way other than for the purposes of such locally agreed upon terms and conditions.

4.7 The parties agree that:

The Modaxo Company and its Affiliates are independent and separate bodies and will therefore have no responsibility or liability for any acts, omissions, or obligations of the other under this agreement.

4.7.1 there will be no joint and several liability with respect to the Modaxo Company and any of its Affiliates: and

4.7.2 any termination of this agreement will not terminate Purchase Orders previously submitted by the Modaxo Company or its Affiliates and accepted by Supplier. Notwithstanding anything to the contrary in this agreement, except to the extent required under local law.

4.7.3 The Supplier shall pursue any claims and damages solely against the applicable Modaxo entity (whether Modaxo Company or a Modaxo Affiliate) that caused such claims and damages to accrue.

5. Price and Payment

5.1 The Supplier shall not increase the Price unless it is validly accepted and expressly agreed in writing before or upon the execution of the Purchase Order.

5.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies.

5.3 The Supplier shall invoice the Modaxo Company for the Offering following the acceptance of the delivery thereof from the Modaxo Company or the End User as applicable.

5.4 Unless otherwise agreed in the Contract, Modaxo Company shall pay the Supplier all undisputed and valid invoiced amounts within forty-five (45) days from the date that the Modaxo Company receives a valid invoice.

5.5 A valid invoice is one that is:

5.5.1 delivered in accordance with the contract.

5.5.2 reflects the correct sum.

5.5.3 in respect of the Offering supplied or delivered to the required quality (or are expected to be at the required quality).

5.5.4 which quotes the relevant purchase order / contract reference (where applicable)

5.5.5 which has been delivered to the nominated address.

5.6 The Modaxo Company is entitled to reject invalid invoices . This shall not lead to a delay in payment and Modaxo Company shall not be responsible for any other consequences of a late payment in this respect.

5.7 Modaxo specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to Modaxo or its Affiliates from the Supplier.

5.8 Modaxo shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price of any Offering supplied in excess of those required by the Purchase Order.

5.9 No payment of or on account of the Price shall constitute any acceptance or confirmation by the Modaxo Company as to proper performance by the Supplier of its obligations under the Contract.

6. Supply of Subscriptions, Licenses and Hardware

6.1 The Supplier warrants and represents to the Modaxo Company that the Hardware, Subscriptions and Licenses shall:

6.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations thereof.

6.1.2 conform in all respects with the requirements of any statutes, orders, regulations or byelaws from time to time in force.

6.1.3 be of satisfactory quality and free from defects of title, in materials and workmanship; and

6.1.4 be fit and sufficient for the purpose for which such items are ordinarily used and for any particular purpose made known to the Supplier by the Modaxo Company and the Modaxo Company relies on the skill and judgement of the Supplier in the supply of the Hardware and the execution of the Purchase Order.

6.2 Unless otherwise agreed in writing, delivery dates are binding.

7. Supply of services

7.1 The Supplier shall from the Effective Date and for the duration of the Contract provide the Services to the Modaxo Company and / or the End User as set out in the Purchase Order and any documentation appended thereto and in accordance with this Contract.

7.2 The Supplier warrants that it shall:

7.2.1. meet any delivery dates for the performance of the Services specified in the Purchase Order, this Contract or as notified to the Supplier by the Modaxo Company.

7.2.2. co-operate with the Modaxo Company and/or the End Users in all matters relating to the Services and comply with all the instructions of the relevant authorities (e.g. Data Protection and Security Authorities).

7.2.3. perform the Services with all the due skill, care and diligence to be expected of a competent supplier experienced in providing services of a similar kind, scope and complexity as the Services.

7.2.4 appropriately select and use Supplier's personnel who are suitably skilled, trained, experienced, and security cleared (as required) to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract.

7.2.5. adequately supervise and manage the Supplier's personnel properly to ensure that the Supplier's obligations are fulfilled in accordance with this Contract.

7.2.6. ensure that if any of the Supplier's personnel are eligible to work in the area where the Services are to be performed, or the Supplier shall ensure that the Supplier's personnel has the necessary permission to work in the relevant Territory and shall ensure compliance with relevant immigration and labour Legislation.

7.2.7. ensure that the Services conform with all descriptions and specifications set out in any specification, and that the

deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Modaxo Company.

7.2.8. provide all equipment, tools and vehicles and use the best quality goods, materials, standards and techniques, and ensure that the deliverables, and all goods and materials supplied and used in the Services or transferred to the Modaxo Company or the End Users, will be free from defects of title, in workmanship, installation and design.

7.2.9. obtain and always maintain all necessary licenses and consents necessary to provide the Services and comply with all applicable Legislation.

7.2.10. observe all health and safety rules and regulations and any other security requirements that apply at any of the Modaxo Company or End User's premises as the case may be; and

7.2.11. hold all Modaxo Company or its End Users materials in safe custody at its own risk, maintain such materials in good condition until returned to the Modaxo Company or its End Users, and not dispose or use such materials other than in accordance with the Modaxo Company's written instructions or authorization. All Modaxo Company's materials are the exclusive property of the Modaxo Company.

7.3 Modaxo Company's rights under this Contract are in addition to the statutory terms implied in favour of the Modaxo Company. This contract is not intended to waive any rights to which the Modaxo Company is entitled by law (in particular warranty and indemnity rights).

8. Inspection, Rejection and Guarantee

8.1 Nothing contained in this Contract shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

8.2 The Modaxo Company may refuse to accept the delivery of the Offerings and obtain full refund if an Offering is found to be defective, not in accordance with the Contract, or does not fit for any purpose expressly or impliedly made known to the Supplier or has been returned by End User pursuant to a Supplier guarantee to the End User

8.3 The Supplier shall permit the Modaxo Company or its authorized representatives to make any inspections or tests it may reasonably require in relation to the Offering and the Supplier shall afford all reasonable facilities and assistance free of charge. The Supplier shall remedy any defects or deficiencies in the event of any failure (in the sole opinion of Modaxo Company) to comply with the terms of the Purchase Order or the Contract or applicable laws. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Modaxo Company of any rights or remedies in respect of the delivery.

8.4 The Modaxo Company may reject Defective Offerings and any part of the Offering which fail to meet the requirements in the Contract. Such notice of defects shall be given within a reasonable time after delivery to the Modaxo Company or its End Users as the case may be. If the Modaxo Company rejects any of the Offering

pursuant to this condition, the Supplier shall at Modaxo Company's sole option (without prejudice to its other rights and remedies) either:

8.4.1 repair, at Modaxo Company's sole discretion, the defective Offering as quickly as possible (but latest within a time period set by the Modaxo Company or within a reasonable time period if no express time period has been set) or (as the Modaxo Company shall elect in its sole discretion) replace the defective Offering with an Offering which comply in all respects with the requirements under the Contract within a time period set by the Modaxo Company or within a reasonable time period if no express time period has been set;

8.4.2 If the Supplier does not repair or replace the defective Offering within the set or reasonable period of time or if this is impossible, the Modaxo Company has the right to withdraw from the Purchase Order and to demand refund of the price of the defective Offering,) or (as Modaxo Company shall elect in its sole discretion), reduce the price of the Offering.

8.5 Unless otherwise stated in the Purchase Order, the Supplier shall guarantee the Hardware for a period of twenty-four (24) months from acceptance or thirty six (36) months from delivery, whichever shall be the longer. For Services and Software including any Licenses or Subscriptions, the Supplier shall provide a guarantee period in excess of thirty-six (36) months, from delivery or activation whichever is the latter.

8.6 If Modaxo Company shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defects that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Modaxo Company's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as Modaxo Company shall elect in its sole discretion) without cost to Modaxo Company.

8.7 Any Offering rejected or returned by Modaxo Company pursuant to this condition shall be returned to the Supplier at the Supplier's risk and expense including but not limited to shipping costs.

9. Intellectual Property

9.1 The Supplier warrants that the Offering does not infringe any patent, trade mark, design right (whether registered or not), copyright, industrial rights, supplementary related rights under competition law or any other right in the nature of intellectual property of any third party in any relevant Territory for the delivery. Inter alia, the Supplier shall indemnify and keep indemnified Modaxo and its Affiliate against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Modaxo Company may suffer or incur as a result of or in connection with any breach of this Condition. With regard to claims resulting from an infringement of the aforementioned rights the statute of limitations shall not apply and the Supplier waives the defense of statute of limitations.. This waiver shall apply for an unlimited period of time and for claims of any amount. The Supplier shall inform Modaxo immediately if it becomes aware of a possible infringement of such rights.

9.2 The Supplier warrants that the Offering (if applicable) has valid licenses for the standard essential patents ("SEP") at the time of delivery and shall provide Modaxo with information on the relevant standard essential patents under which the Supplier is licensed for the products in scope of the Offering and provide the relevant evidence. If the Supplier fails to provide the evidence of the valid licenses within 14 days from receipt of the request by Modaxo, Modaxo shall be entitled to procure and charge the Supplier for the relevant SEP licenses fees. In any case the Supplier shall indemnify and shall hold the Modaxo Company harmless from any claim regarding infringement of Standard Essential Patents by the Products brought against the Modaxo Company or its End Users directly or indirectly by any third party. If the Supplier enters into further SEP licenses during the Contract, the Supplier is not entitled to increase its prices to Modaxo to reflect increased royalty costs. The indemnifying party's obligation to indemnify the indemnified party is contingent upon the indemnified party:

9.2.1 providing the indemnifying party prompt written notice of any claim.

9.2.2 tendering the exclusive control of the defense of any claim to the indemnifying party; and

9.2.3 reasonably cooperating with the indemnifying party in the defense of the claim, at the indemnifying party's sole cost and expense.

9.3 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing furnished to or made available to the Supplier by Modaxo Company or individually created by the Supplier pursuant to the Contract for Modaxo or its End Users ("Intellectual Property") are hereby assigned to and shall remain vested solely in the Modaxo Company. Modifications, changes and further developments of Intellectual property in relation to the Contract shall be made for the exclusive use, benefits and exploitation by the Modaxo Company. Any reproduction or usage of the Intellectual property as well as its processing or modification is only permissible insofar as this is necessary for the fulfillment of the Contract or is exceptionally permissible due to mandatory statutory provisions

9.4 The Supplier shall not (except to the extent necessary for the implementation of the Contract) without prior written consent of Modaxo Company, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Modaxo Company, its End Users or the Contract in any advertisement without the Modaxo Company's prior written agreement.

9.5 The Supplier hereby grants to the Modaxo Company a non-exclusive, royalty free, right to use its name and any trademarks associated with the Offerings (collectively "Trademarks") during the term of this Contract for the sole purpose of marketing and reselling the Offerings to End Users.

9.6 Upon any termination of this Contract, the Modaxo Company shall remove such Trademarks from all materials, letterheads, signs and any other media in which the Modaxo Company displayed such Trademarks within a reasonable period of time.

9.7 The Modaxo Company shall not remove or alter any Trademarks from any Offering or other materials provided by the Supplier. Any goodwill derived from the Modaxo Company's use of the Trademarks will inure for the benefit of the Supplier.

9.8 The Supplier may use the Modaxo Company's tradename for the sole purpose of identifying the Modaxo Company as a reseller of the Offering to potential End Users.

9.9 The Supplier shall not make any other use of Modaxo Company's tradename or trademarks without Modaxo Company's prior written consent. Any goodwill derived from Supplier's use of the Modaxo Company's tradename or trademarks will inure for the benefit of the Modaxo Company.

9.10 The Modaxo Company may sublicense, resell, assign, transfer, rent or lease any software and products in scope of the Offering, or a portion thereof, acquired under this Contract to an Affiliate and/or its End Users. Any such transfer of an Offering shall not augment the rights Supplier granted to the Modaxo Company. Upon such transfer, Modaxo Company's rights in the applicable Offerings will terminate and all rights and obligations of the Modaxo Company will vest in the applicable Modaxo Affiliate or the End User as the case may be. The applicable Modaxo Affiliate or the End User as the case may be, will be bound by the terms of the Contract.

10. Insurance

10.1 During the term of this Contract and for three (3) years following termination hereof, the Supplier shall continue to maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.

10.2 The Supplier shall at the request of the Modaxo Company produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.

10.3 Supplier shall instruct its insurance to name the Modaxo Company as an additional insured to each policy and have the

insurance Supplier send a certificate to the Modaxo Company that proves the Modaxo Company has been added to Supplier's policy, and that confirms that before any cancellation, modification, or reduction in coverage of the policy, the insurance Supplier will give the Modaxo Company thirty (30) business days' prior written notice of the proposed cancellation, modification, or reduction of coverage.

10.4 Supplier shall provide the Modaxo Company with certificates or other acceptable proof of coverage on request, and the Supplier shall notify the Modaxo Company of any material change to Supplier's insurance.

10.5 The Supplier shall be liable under all the provisions of the Contract whether or not it complies with the insurance provisions in this Clause 10.

11. Confidentiality

Definition

"**Confidential Information**" means non-public information of a competitive or commercially sensitive, proprietary, financial, or trade secret nature, or information that involves or implicates privacy interests. Confidential Information includes, but is not limited to, any information labeled "Confidential" or "Proprietary," business plans, strategies, forecasts, analyses, financial information, employee information, technology information, trade secrets, products, technical data, specifications, documentation, rules and procedures, methods, contracts, presentations, know-how, product plans, business methods, product functionality, data, customers, markets, competitive analysis, databases, formats, methodologies, applications, developments, inventions, processes, payment, delivery and inspection procedures, designs, drawings, algorithms, formulas or information relating to engineering, marketing, or finance and any other information that the Recipient should reasonably believe to be confidential given the circumstances.

Confidentiality Obligations

11.1 Each party acknowledges that certain information it will receive from the other party may be Confidential Information of the other party. Any party receiving Confidential Information ("Recipient") shall exercise the same degree of care and protection with respect to the Confidential Information of the party disclosing Confidential Information ("Discloser") that it exercises with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Recipient and its personnel may only use Discloser's Confidential Information to the extent necessary to fulfill its obligations under this Contract during the term. Recipient shall be liable for any and all breaches by its personnel. Each party shall inform its employees of the confidentiality obligation and ensure compliance therewith. Personnel shall only have access to the Confidential Information according to the need-to-know principle. Upon termination of this Contract, Recipient shall return or destroy all of Discloser's Confidential Information and, upon Discloser's request, certify such return or destruction to Discloser's reasonable satisfaction, unless relevant legislation requires retention.

Exclusions

11.2 The confidentiality obligations will not apply to information that:

- 11.2.1 is known by the Recipient prior to its receipt.
- 11.2.2 is now or becomes publicly known by acts not attributable to the Recipient.
- 11.2.3 is disclosed to Recipient by a third party who has the legal right to make such a disclosure.
- 11.2.4 is disclosed by the Recipient with Discloser's prior written consent.
- 11.2.5 is subsequently developed by the Recipient independently of any disclosures made hereunder and without use or access to any of the Discloser's Confidential Information; or is required to be disclosed pursuant to governmental regulation or court order.

Injunctive Relief

11.3 Each party acknowledges that any violation of its obligations relating to Confidential Information would result in damages to the other party that are largely intangible but nonetheless real, and that cannot be fully remedied by an award of damages. Accordingly, any such violation will give the other party the immediate right to a court-ordered injunction or other appropriate order to enforce those obligations. A party's right to injunctive relief is in addition to any other rights and remedies available to such party at law and in equity. The pay against whom any such injunction is entered shall pay to the other party all reasonable expenses, including attorney fees, incurred in obtaining such enforcement.

12. Warranties and Disclaimer

12.1 The Supplier represents and warrants to the Modaxo Company and the End User that:

- 12.1.1 it has all necessary power and authority to enter into this Contract and appoint the Modaxo Company as an authorized reseller of the Offering.
- 12.1.2 the Offering are free from any liens and encumbrances; and
- 12.2.3 to the best of its knowledge, including matters of which Supplier should be reasonably aware, the Offerings do not infringe any patent, copyright, trademark, trade secret or other proprietary right.

12.3 The Modaxo Company represents and warrants that it has all necessary power and authority to enter into this Contract and perform its obligations hereunder.

13. Ownership and risk

13.1 Ownership and risk in the Offering shall - without prejudice to any of the rights or remedies of the Modaxo Company - pass to the Modaxo Company and / or the End User on delivery.

14. Indemnity

14.1 The Supplier shall indemnify the Modaxo Company for all losses and liabilities (including reasonable attorneys' fees and court costs) arising from any third-party claims relating to:

- 14.1.1 the Supplier Offerings infringing any patent, copyright, trademark, trade secret or other proprietary right.
- 14.1.2 the Supplier having breached any representation, warranty or obligation to an End User; or (iii) Supplier having breached any representation, warranty or obligation under this Contract.

14.2 The indemnifying party's obligation to indemnify the indemnified party is contingent upon the indemnified party:

- 14.2.1 providing the indemnifying party prompt written notice of any claim.
- 14.2.2 tendering the exclusive control of the defense of any claim to the indemnifying party; and
- 14.2.3 reasonably cooperating with the indemnifying party in the defense of the claim, at the indemnifying party's sole cost and expense.

14.3 Infringement Remedy. In the event of an infringement claim, Supplier shall, at its expense:

- 14.3.1 procure the right for each End User to continue using the Offering.
- 14.3.2 make such alteration, modification or adjustment to the Offering so that they become non-infringing without incurring a material diminution in function; or
- 14.3.3 replace the Offering at no cost to either the Modaxo Company or End User with non-infringing substitutes provided that the substitutes do not entail a material diminution in.

14.4 If none of the foregoing is reasonable, then Modaxo Company or the applicable End User may return the infringing Offering and Supplier shall promptly refund the sum of all payments made by Modaxo Company and End User hereunder for such Offering, and any service, dependent thereon, within thirty (30) days of such return.

14.5 With regard to claims resulting from an infringement of the aforementioned rights the statute of limitations shall not apply and the Supplier waives the defense of statute of limitations. This waiver shall apply for an unlimited period of time and for claims of any amount. The Supplier shall inform Modaxo immediately if it becomes aware of a possible infringement of such rights.

15. Limitation of Liability

15.1 Neither party shall be liable to the other party (whether in contract, tort, misrepresentation or for breach of any duty (including strict liability) or otherwise) under or in connection with this Contract (including the supply or non-supply of the Services) for any:

15.1.1 indirect or consequential loss or damage; or

15.1.2 any loss of future business or future profits.

15.2 Other than for death or personal injury, or those terms which cannot be limited by Law, the maximum aggregate liability of the Parties under or in connection with this Contract in contract, tort (including negligence), misrepresentation, for breach of duty (including strict liability) or otherwise shall be the Purchase Order aggregate value or £1,000,000, whichever be the greater.

15.3 These limitations of liability do not apply to damages – that are intentional and negligent - that cause injury to life, body or health and for damages based on gross negligence or intent as well as any End User's claims against Modaxo in connection with any breach of Contract by the Supplier.

16. Term and Termination

16.1 The Contract shall commence from the Effective Date and will continue in full force and effect until the conclusion of the applicable Purchase Order or until terminated by either party in accordance with the terms herein, whichever be the earlier.

16.2 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.

16.3 The Modaxo Company may terminate the Contract for a justified cause with immediate effect by notice in writing to the Supplier if at any time:

16.3.1 the Supplier breaches material provisions of the Contract and fails to remedy or cure such breach within a reasonable period of time as set by the Modaxo Company;

16.3.2 the Supplier breaches Clause 11 (Confidentiality).

16.3.3 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order, or the Supplier applies to enter a voluntary arrangement with its creditors.

16.3.4 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof.

16.3.5 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed.

16.3.6 the Supplier ceases payments or insolvency is established or insolvency proceedings or comparable statutory proceedings are applied for, such proceedings are opened or their opening is rejected for lack of assets.

16.3.7 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters any arrangement or composition with its creditors.

16.4 The Modaxo Company may terminate any Purchase Order prior to fulfillment, by providing notice to the Supplier and will be released from any Modaxo Company's payment obligation for this Purchase Order

16.5 The Modaxo Company may terminate its obligations with respect to any Subscription or ongoing Services, without any further obligation to the Supplier if the applicable End User fails to meet its payment obligations to the Modaxo Company.

16.6 Upon receipt of a notice of termination for a Subscription, or ongoing Services, Supplier may transact directly with such End User, without further payment obligations for the Modaxo Company.

16.7 The Modaxo Company may terminate any Contract at any time, with or without reason, upon thirty (30) days prior written notice to the Supplier.

16.8 Subscriptions, or any other Offering will not renew unless a valid Purchase Order is submitted by the Modaxo Company.

16.9 Termination of the Contract will not terminate any placed Purchase Orders.

16.10 Nothing in this clause shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

17. Compliance with Law and Regulations

17.1 The Supplier shall comply with all laws, rules, regulations and/or standards of the country of destination applicable to the goods and services in the Offerings and with the following obligations as set forth in this Article 17 which are essential obligations to the Contract and/or the Purchase Order:

17.1.1 Legal and Ethical Compliance - Modaxo requires its suppliers and contractors to strictly comply with all applicable legal requirements relating to their activities and business environment including especially those designed to prevent bribery and corruption, and the Supplier agrees to comply therewith.

17.1.2 Vigilance Plan – In accordance with the applicable law upon Modaxo's request, the Supplier shall provide with an assessment delivered by a qualified body reasonably acceptable to Modaxo, evaluating Supplier's Corporate Social Responsibility risks. The Supplier undertakes to implement the necessary preventive corrective and remedial actions and warrants to maintain in place, throughout the term of the Contract and/or the Order(s), risk assessment and prevention improvement plans aiming at preventing serious violations with respect to human rights and fundamental freedoms, health and safety of persons and the protection of the environment.

17.2 Corruption - Modaxo prohibits all unlawful payments and practices and is fully committed to the elimination of corruption in

its business transactions. In addition, Modaxo prohibits facilitation payments. The Supplier shall comply with all applicable laws and regulations on corruption, bribery, unlawful business activities and extortion. The Supplier shall never make or approve an unlawful payment to anyone under any circumstances.

17.2.1 The Supplier warrants that it has not directly or indirectly paid any commission, fees or granted any rebates to any third party, employees of Modaxo or Modaxo's customer, or made any gifts, entertainment or any other non-monetary favors or other arrangements in violation of the law. Any breach of this clause shall be a material breach of the Purchase Order / Contract.

17.2.2 Audit Rights - In the event of suspected corruption, the Supplier shall permit Modaxo's authorized accounting representative to inspect the Supplier's accounts and records relating to the services provided or to this Agreement. The Supplier's obligation to allow inspection of its accounts and records shall continue for a period of two (2) years after the expiration of the Purchase Order / Contract.

17.2.3 Conflicts of Interest - Modaxo expects the Supplier to identify and avoid situations where there is an actual or potential conflict of interest, and the Supplier agrees to comply therewith. The Supplier must disclose any actual or potential conflict of interest. Modaxo employees are prohibited from accepting kickbacks or bribes of any form.

17.2.4 Gifts and Hospitality – Modaxo's policy limits its employees' ability to accept gifts and hospitality. Gifts and hospitality are acceptable only if they are of reasonable, modest and symbolic value, occasional, transparent, and can be reciprocated. Modaxo expects the Supplier to refrain offering gifts and hospitality to Modaxo employees and will refuse all gifts and hospitality that would not correspond to those criteria.

17.2.5 Export control and trade sanctions - In performing its obligations hereunder, the Supplier shall comply with all applicable trade sanctions regulations, or similar requirements establishing export controls on goods, services, software, or technology. Such regulations include without limitation: (i) the U.S. Export Administration Regulations (EAR) which are administered by the U.S. Department of Commerce's Bureau of Industry and Security (BIS), the European Council Regulation 428/2009 (as amended) and (ii) the economic sanctions implemented by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the EU, the French Republic, the Office of Financial Sanctions Implementation of Her Majesty's Treasury - United Kingdom (UKHMT OFSI) and/or the Hong-Kong Monetary Authority (HKMA).

17.2.6 The Supplier represents and warrants that neither itself and its board of directors nor any of its parent companies, shareholders with a legal or de facto controlling interest (i) is a sanctioned person (i.e., listed

by a sanctions authority with jurisdiction over any of the Parties); (ii) is violating any sanctions regulations and orders to the extent that they are applicable to its business, dealing and activities. In the event of a change of situation, the Supplier shall inform Modaxo by written notice without delay and Modaxo may, at its option, suspend and/or terminate the Contract with immediate effect upon written notice to the Supplier. The latter agrees to irrevocably waive any and all claims against Modaxo arising from the suspension or termination of obligations pursuant to a sanctions event.

17.2.7 The Supplier shall be responsible for obtaining any required authorizations for exports or re-exports as defined in such laws, regulations, and orders.

17.2.8 The Supplier shall provide Modaxo, upon the latter's prior request, with a certificate of compliance confirming acknowledgement of and compliance with the applicable export control regulations. The Supplier is responsible for the accuracy of the delivered information for all supplied Goods.

17.3 Modern Slavery – Modaxo requires Suppliers to actively manage the risk of modern slavery and exploitation within their supply chain and in the delivery of each Purchase Order / Contract.

17.3.1 The Supplier confirms that it carries out regular, meaningful, and comprehensive due diligence procedures and has internal policies in place to address any suspected human rights abuse in its business and Group where applicable. Any breach of this clause shall be a material breach of the Purchase Order / Contract.

17.4 The Supplier undertakes to comply with the provisions of any relevant minimum wage laws, i.e. to pay the respective statutory minimum wage to its employees. Furthermore, the Supplier undertakes to oblige subcontractors engaged by it to pay the statutory minimum wage to their employees.

17.5.1 Should the Modaxo Company be held liable for the violation of one of the regulations of a relevant minimum wage law by the Supplier or a subcontractor engaged by him, the Supplier shall indemnify the Modaxo Company upon first request against all claims and possible costs of the necessary legal defense, including all court and attorney's fees as well as official fines.

18. General

18.1 Notices

Any notice hereunder shall be deemed to be sufficiently given and any delivery hereunder deemed made when delivered in person or sent by registered or certified mail or courier to the address set forth in the Purchase Order.

18.2 Modifications

The Contract may not be modified except by an agreement in writing duly executed by representatives of either party.

18.3 Headings



Section headings are shown herein for convenience only and shall not affect the meaning or interpretation hereof.

18.4 Force Majeure

Neither party shall be liable for the failure to perform its obligations under this Contract due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body.

18.5 Waiver and Severability

18.5.1 The failure by a party to exercise any right hereunder will not operate as a waiver of such party's right to exercise such right or any other right in the future. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement specified therein. If any provision of this Contract is or becomes void or unenforceable in whole or in part, the validity or enforceability of the remaining provisions shall not be affected thereby. The void, invalid or unenforceable provision shall be deemed to be replaced by such valid and enforceable provision which comes closest to the purpose pursued by the void, invalid or unenforceable provision in terms of subject matter, extent, time and scope. The same shall apply to any loopholes in the contract.

18.5.2 Each party shall comply with all applicable laws, rules, and regulations in the performance of their obligations under this Contract, including any applicable import and export control regulations and data protection laws.

18.6 Independent Contractors

The relationship of the parties will be independent contractors, and neither party will have the authority to enter into Contracts on behalf of the other party.

18.7 Assignment

18.7.1 The Contract may not be assigned or otherwise transferred, and the duties hereunder may not be delegated by either party unless expressly permitted in the previous provision (in particular in relation to Modaxo Affiliates or its End Users) or unless such party has received prior written notice from the other party, which will not be unreasonably withheld, conditioned, or delayed. All provisions hereof shall be binding upon either party's successors or assigns.

18.7.2 Any Change in Control of a party will not be considered an assignment of this Contract, for which the other party's prior written consent is required. "Change in Control" means any of the following: (i) a public offering of securities on a recognized exchange; (ii) any purchase or sale of securities held by employees or angel investors; (iii) any purchase or sale of securities held by private equity or venture capital firms; or (iv) a sale of all or substantially all of the assets of seller, whether in a single transaction or a series of transactions, a merger, consolidation, or any other transaction or arrangement the effect of which is that fifty percent (50%) or more of the total voting power entitled to vote in the election of the board of directors is held by a person or persons other than the shareholders of the acquired Supplier who,

individually or as a group, held fifty percent (50%) or more of such voting power immediately prior to such event.

18.8 Third Party Rights

Unless otherwise provided herein, the Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

18.9 Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with the laws of the country/state in which the Modaxo Company entity entering the Purchase Order is incorporated, without regard to rules on conflict of laws. The United Nations Convention on the International Sale of Goods will not apply to this Contract, or any Purchase Order issued hereunder.

The parties irrevocably agree that the courts of the country where the Modaxo Company is registered/located shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination.

Nothing in the above clause limits the right of Modaxo to bring proceedings, including third party proceedings, against the Supplier in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.

18.10 Entire Agreement

This Contract sets forth the entire agreement of the parties regarding the subject matter hereof and supersedes all prior agreements and understandings. This Contract may only be modified by a written amendment signed by a duly authorized representative of each party. Any preprinted or click through terms presented by Supplier (e.g. on a website, Quotation, or invoice) will not apply.