



## MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") governs Customer's acquisition and use of Vertice's Services. Capitalised terms have the definitions set forth herein.

By accepting an Order Form either by clicking a box indicating acceptance or by signing an Order Form, that references this Agreement, Customer agrees to the terms of this Agreement. If the individual accepting an Order Form is acting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its Affiliates to this Agreement. If the individual accepting or signing an Order Form does not have such authority, or does not agree with these terms and conditions, such individual must not accept or sign the Order Form and may not use the Services.

This Agreement was last updated on January 22nd, 2024. It is effective between Customer and Vertice as of the date that Customer accepts or re-signs the Order Form (the "**Effective Date**").

The parties agree as follows:

### 1. Definitions

"**Affiliate**" means with respect to any entity, any other entity Controlling, Controlled by, or under common Control with such entity. "**Control**", "**Controlling**", "**Controlled**" and "**Controls**", for purposes of this definition, means with respect to a corporate body, means (i) the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity by contract or otherwise.

"**Aggregate/Anonymous Data**" means: (i) data generated by aggregating Customer Content with other data so that results are non-personally identifiable with respect to Customer or its Users; and (ii) learnings, logs, and data regarding use of the Services.

"**Agreement**" means this Master Services Agreement together with Order Forms, the MDPA, and other documents incorporated into the Agreement, each as updated or amended from time to time.

"**Confidential Information**" means all information (whether written, oral, or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the Effective Date), including all information relating to that other's business, operations, systems, processes, products, trade secrets, know how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be deemed to be confidential. Confidential Information includes the terms of this Agreement. Confidential Information of Vertice includes all non-public information regarding features, functionality, and performance of the Services. Confidential Information of Customer includes non-public data provided by Customer to Vertice (for example, the parties and content

of contracts) to enable the provision of the Services. Confidential Information excludes information which: (a) is available to the public other than because of any breach of this Agreement; (b) is, when it is supplied, already known to the other party in circumstances in which they are not prevented from disclosing it to others; (c) is obtained by the other party in circumstances in which they are not prevented from disclosing it to others; or (d) is independently developed by the receiving party without using the other party's Confidential Information.

**"Customer"** has the meaning given in section A of the Order Form and which includes Affiliates.

**"Customer Content"** means the materials, records, information, and content provided to Vertice by or on behalf of Customer in connection with the Services whether or not provided directly through the Platform but excluding Feedback.

**"Feedback"** means any feedback, suggestions for improvement, data, input, enhancements, know-how or insights relating to the Services as provided by Customer or Users without charge or limitation.

**"Fees"** means the fees payable by Customer as detailed in an Order Form.

**"Force Majeure"** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.

**"Insolvency Event"** means, where (a) a party becomes insolvent or unable to pay its debts as and when they become due, or (b) an order is made or a resolution is passed for the winding up of a party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or (c) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of a party's assets or business, or (d) a party make(s) any composition with its creditors, or (e) a party ceases to continue its business, or (f) as a result of debt or maladministration a party takes or suffers any similar or analogous action in any jurisdiction.

**"Intellectual Property Rights"** means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing.

**"MDPA"** means the Master Data Processing Agreement available at <https://www.vertice.one/mdpa> the terms of which are hereby incorporated by reference to this Agreement.

**"Order Form"** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Vertice or any of either party's Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**"Platform"** means the SaaS application available through Vertice's website which enables SaaS purchasing, cloud cost optimization, automated management of cloud reserves, and recommendations for optimizing certain SaaS services as described in an Order Form.

**"Professional Services"** means the consultancy services provided by Vertice with respect to Customer's SaaS vendor contracts as detailed in an Order Form.

**"SaaS"** means software-as-a-service.

**"Service(s)"** means the Professional Services together with access to the Platform as detailed in an Order Form.

**"Term"** means the period of time from the Effective Date until all Order Forms have expired or been terminated in accordance with this Agreement.

**"User"** means those employees, agents, and independent contractors of Customer who are authorised by Customer to use the Services.

**"Vertice"** means the Vertice company described in Section 15 below.

## 2. Services

- 2.1. **Provision of Services.** Vertice shall, during the Term, provide the Services to Customer on and subject to the terms of this Agreement. The Services may contain features designed to interoperate with third party applications. Vertice cannot guarantee the continued availability of such features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party application ceases to make such application available for interoperation with the corresponding features in a manner acceptable to Vertice.
- 2.2. **Out of Scope.** Notwithstanding Vertice's duties and responsibilities in relation to the Services, Customer shall retain responsibility and accountability for (and, to the largest extent permitted by law, Vertice shall have no liability in respect of):
- 2.2.1. the management, conduct and operation of Customer's business and its affairs; and
  - 2.2.2. deciding on its use of, choosing to what extent Customer wishes to rely on, or implementing advice or recommendations based on the Services.
- 2.3. **No Legal or Tax Services.** Customer acknowledges that the Services do not include any legal, tax, accounting, or other professional or regulated services and that, except as expressly stated in this Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.
- 2.4. **Rights of Use.** Subject to the payment of the Fees and in consideration of the terms and conditions of this Agreement, Vertice hereby grants Customer and its Users a non-transferable, non-exclusive, non-sublicensable right during the Term to access and use the Services for Customer's internal business purposes and for no other purpose unless otherwise designated on the applicable Order Form.
- 2.5. **Limitations.** Unless otherwise provided in the applicable Order Form:
- 2.5.1. access to the Services is purchased as subscriptions for the duration of the applicable Order Form; and
  - 2.5.2. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Vertice regarding future functionality or features.

- 2.6. **Modifications.** Vertice reserves the right to modify and update the features and functionality of the Platform without notice to Customer. These updates may include any subsequent release or version of the Platform containing functional enhancements, extensions, error corrections, or fixes which are generally made available at no additional cost to customers who have contracted for the appropriate level of Services. Updates shall not include any release, option, or future product which Vertice licenses separately. Vertice will use reasonable endeavors to ensure that any modifications or updates do not materially adversely affect the performance or use of the Services.
- 2.7. **Updates.** Notwithstanding clause 14.4, Vertice may at its discretion make, and notify Customer of, updated versions of this Agreement, including the MDPA, by notifying Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which Vertice elects (the “**Update Notification**”). The version of this Agreement subject to such Update Notification shall replace the preceding version from the date thirty (30) days after the Update Notification or at such later date as Vertice may specify (the “**Update**”). Customer’s use of any part of the Services after the Update becomes effective shall be deemed to be Customer’s acceptance of such Update.

### 3. Fees

- 3.1. **Payment.** Customer shall pay Vertice the Fees specified in each Order Form. Unless stated otherwise in an Order Form, all Fees shall be paid in pounds sterling and are due within 30 days following the date of invoice.
- 3.2. **Taxes.** All Fees are exclusive of any applicable VAT and other taxes, which shall be added to the invoice at the rate and in the manner prescribed by law and payable by Customer to Vertice. All sums payable under this Agreement shall be free and clear of all deductions or withholdings whatsoever including indirect taxes, and any other applicable taxes, save only as may be required by law. If any such deductions or withholdings are required by law the party making the payment shall pay such sum as will, after such deduction or withholding has been made, leave the amount which would have been received in the absence of any such requirement to make a deduction or withholding.
- 3.3. **Late Payments.** Any sum not paid by Customer when due shall bear interest from the due date until paid at an annual rate of (a) 10 percent per annum, or (b) the maximum rate permitted by law, whichever is less. Interest shall accrue on a daily basis on such due amounts commencing on the due date and continuing until fully paid, whether before or after judgment.
- 3.4. **Suspension.** If any Fees are 14 days or more overdue (unless subject to a good faith dispute), Vertice may, without limiting its other rights and remedies, suspend the Services until all amounts owing are paid in full, provided that Vertice may not suspend the Services unless it has given Customer at least 10 days’ prior written notice of its intention to do so.
- 3.5. **Non-Refundable Fees.** Payment obligations are non-cancellable and all Fees are non-refundable except as otherwise specified in this Agreement or the Order Form.
- 3.6. **Payment Information.** Customer will provide Vertice with a valid purchase order where required.

#### 4. Customer's Responsibilities

##### 4.1. Customer shall:

- 4.1.1. ensure that only authorized Users use the Services and that such use is at all times in accordance with this Agreement;
- 4.1.2. be liable for the acts and omissions of Users as if they were its own;
- 4.1.3. procure that each User is aware of, and complies with, the obligations and restrictions imposed on Customer;
- 4.1.4. comply (and shall ensure all Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services and Customer Content, and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services or Customer Content to, or access or use the Services or Customer Content in, any country or territory (i) for which an export licence or other approval is required without first obtaining such licence or other approval or (ii) which is subject to international sanctions by either the United Kingdom or United States of America;
- 4.1.5. provide Vertice, at no charge, with all necessary cooperation in relation to this Agreement and as may be required by Vertice to provide the Services, including access to Customer Content;
- 4.1.6. designate at least one employee with knowledge of Customer's business as its primary contact to be available for communication with Vertice in providing the Services;
- 4.1.7. provide Vertice with accurate and complete information and timely decisions and approvals, upon which the Services will rely;
- 4.1.8. obtain and maintain all necessary licenses, consents, and permissions necessary for Vertice to perform its obligations under this Agreement (to the extent they relate specifically to Customer);
- 4.1.9. at all times comply with all applicable laws and regulations with respect to its activities under this Agreement, including use or receipt of the Services; and
- 4.1.10. be, to the extent permitted by applicable law, solely responsible for procuring, maintaining, and securing its network connections and telecommunications links from its systems to the Platform, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

**4.2. Unauthorized Access or Use.** Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Platform and Services. In the event of any such unauthorized access or use, Customer shall promptly notify Vertice and take all actions reasonably required by Vertice to mitigate and resolve any such unauthorized access or use.

**4.3. Prohibitions.** Customer shall not, directly or indirectly:

- 4.3.1. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, or any software, documentation or data developed or owned by or licensed to Vertice and which forms part of, or is used in the provision of the Services;

- 4.3.2. modify, translate, or create derivative works based on the Services (in whole or in part) , merge or otherwise permit the Services to become incorporated (in whole or in part) in any other program or service (except to the extent expressly permitted by Vertice or authorized within the Services);
  - 4.3.3. use the Services to provide services to third parties;
  - 4.3.4. license, sell, rent, lease, transfer, distribute or otherwise commercially exploit or make the Services available to any third party (except the employees or agents of Customer);
  - 4.3.5. permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit;
  - 4.3.6. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as permitted under this Agreement;
  - 4.3.7. access all or any part of the Services or the Platform to build a product or service which competes with the Services;
  - 4.3.8. upload any content from the Services into third party applications including artificial intelligence technologies such as large language models and generative AI (e.g. ChatGPT, Bing, Google Bard, and Harvey);
  - 4.3.9. use the Services in a way that is illegal , causes damage or injury to any person or property, or infringes any rights of third parties; or
  - 4.3.10. use the Services to access, store, distribute or use any malware.
- 4.4. **MDPA** Customer undertakes that it shall comply with the terms of the MDPA.

## 5. Customer Content

- 5.1. **Use.** Vertice may use Customer Content solely to provide the Services and to fulfill its obligations under this Agreement. Customer shall own and retain all rights, title, and interest in the Customer Content.
- 5.2. **Compliance.** Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity, and legality of the Customer Content and that its use (including use in connection with the Services) complies with this Agreement and all applicable laws.
- 5.3. **Aggregate/Anonymous Data.** Customer agrees that Vertice has the right to generate Aggregate/Anonymous Data and that Aggregate/Anonymous Data is Vertice's property, which Vertice may use for any business purpose during or after the Term. Vertice will only disclose Aggregate/Anonymous Data externally in a de-identified (anonymous) form that does not identify Customer or Users, and that is stripped of all persistent identifiers (such as device identifiers, IP addresses, and cookie IDs). Customer is not responsible for Vertice's use of Aggregate/Anonymous Data.
- 5.4. **Disclaimer.** Vertice does not control the Customer Content and accordingly Vertice does not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of the Customer Content.
- 5.5. **Removal.** If Vertice becomes aware of any allegation that any Customer Content may not comply with any part of this Agreement, Vertice shall have the right to permanently delete or otherwise remove or

suspend access to any Customer Content which is suspected of being in breach of any part of the Agreement and/or disclose Customer Content to law enforcement authorities (in each case without the need to consult Customer). Where reasonably practicable and lawful Vertice shall notify Customer before taking such action.

## 6. **Vertice's Responsibilities**

- 6.1. **Performance.** Vertice undertakes to perform the Services with reasonable skill and care.
- 6.2. **Remedy.** If the Services are not provided in accordance with this Agreement and the applicable Order Form(s), Vertice will, at its own expense, use all reasonable commercial endeavors to correct any such non-conformance promptly. This constitutes Customer's sole and exclusive remedy for any breach of the undertaking set out in Section 6.1.
- 6.3. **Limitation.** Vertice shall have no liability to the extent of any non-conformance which is caused by use of the Services contrary to Vertice's instructions, or modification or alteration of the Services by any party other than Vertice or Vertice's duly authorized contractors or agents.
- 6.4. **MDPA.** Vertice undertakes that it shall comply with the terms of the MDPA.
- 6.5. **Availability.** Vertice does not warrant that Customer's use of the Services will be uninterrupted or error-free. Vertice shall use reasonable endeavors to maintain the availability of the Platform, but does not guarantee 100% availability. Vertice is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.
- 6.6. **Accuracy.** Although Vertice makes reasonable efforts to update the information provided by the Services, Vertice makes no representations, warranties, or guarantees, whether express or implied, that such information is accurate, complete or up to date.

## 7. **Confidentiality**

- 7.1. Each party (the "**Recipient**") understands that the other party (the "**Discloser**") has disclosed or may disclose Confidential Information to the other.
- 7.2. The Recipient agrees:
  - 7.2.1. to protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information;
  - 7.2.2. not to use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
  - 7.2.3. not to disclose Confidential Information to any person except to the Recipient's employees, contractors, professional advisers, and agents who need to know such Confidential Information to assist the Recipient, to act on its behalf, or to exercise its rights or perform its obligations under this Agreement, provided that such recipients are bound to confidentiality obligations no less protective than this Section 7.



- 7.3. **Breach.** The Recipient shall be responsible for any breach of this Section 7 caused by any of its employees, contractors, professional advisers, or agents.
- 7.4. **Return of Confidential Information.** At any time during or after the Term, at the Discloser's written request, the Recipient shall promptly return to the Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information, or, at the Recipient's election, destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed, except that the Recipient shall not be required to return or destroy Confidential Information held on any automated back-up or recovery system, which is contained in any papers prepared for, or minutes of, any meeting of its Board or senior management, or which is required to be retained in accordance with any bona fide record retention policy. Any Confidential Information retained by a party pursuant to this paragraph shall remain subject to this Section 7.
- 7.5. **Compelled Disclosure.** The Recipient may disclose the Discloser's Confidential Information to the extent required by law or court order, provided it gives advanced notice (if permitted by law) and cooperates in any effort by the Discloser to obtain confidential treatment for the Confidential Information.

## 8. Intellectual Property

- 8.1. **Services.** Vertice retains all right, title, and interest in and to the Services and the Platform (including any source code), and all Intellectual Property Rights therein including where created during the provision of Services to Customer. Customer may not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Platform. To the extent that Customer, Users, or any person acting on its or their behalf acquires any Intellectual Property Rights in any part of the Services, Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Vertice or such third party as Vertice may elect. Customer shall execute all such documents and do such things as Vertice may consider necessary to give effect to this Section 8.1.
- 8.2. **Feedback.** Customer hereby assigns (or shall or procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Vertice at the time such Feedback is first provided to Vertice.
- 8.3. **Moral Rights.** Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to Vertice under this Agreement.
- 8.4. **No Transfer.** Except for the rights expressly granted in this Agreement, Customer or any User shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

## 9. Indemnification



**9.1. Customer Indemnity Obligations.** Customer shall defend, indemnify, and hold harmless Vertice against claims, actions, proceedings, losses, damages, expenses, and costs (including court costs and reasonable legal fees) arising out of or in connection with Customer's use of the Services, provided that:

- 9.1.1. Customer is given notice of any such claim within seven (7) calendar days upon becoming aware of any actual or threatened claim, and provides full written particulars;
- 9.1.2. Vertice provides reasonable co-operation to Customer in the defense and settlement of such claim, at Customer's expense; and
- 9.1.3. Customer is given sole authority to defend or settle the claim.

**9.2. Vertice Indemnity Obligations.** Vertice shall defend Customer against any claim that the Services infringe any patent, copyright, trademark, database right or right of confidentiality, and shall indemnify Customer for all costs and damages awarded on final judgment or settlement of such claim, provided that:

- 9.2.1. Vertice is given notice of any such claim within seven (7) calendar days upon becoming aware of any actual or threatened claim, and provides full written particulars;
- 9.2.2. Customer provides reasonable co-operation to Vertice in the defense and settlement of such claim, at Vertice's expense;
- 9.2.3. Customer makes no comment or admission and takes no action that may adversely affect Vertice's ability to defend or settle the claim; and
- 9.2.4. Vertice is given sole authority to defend or settle the claim.

**9.3. Termination.** Without prejudice to Customer's rights and remedies under Section 9.2, in the event of any claim under Section 9.2, Vertice may elect to terminate this Agreement immediately by written notice and promptly refund to Customer on a pro-rata basis for any unused proportion of Fees paid in advance.

**9.4. Sole Remedy.** The indemnity in Section 9.2 states Customer's sole and exclusive rights and remedies, and the entire obligation and liability of Vertice (including Vertice's employees, agents, and subcontractors), for infringement of any patent, copyright, trademark, database right or right of confidentiality howsoever arising, including in contract, tort, negligence, or otherwise.

**9.5. Exclusions.** Vertice shall have no liability or obligation under Section 9.2 in respect of any claim which arises in whole or in part from:

- 9.5.1. any modification of the Services (or any part) without Vertice's express written approval;
- 9.5.2. any Customer Content;
- 9.5.3. any open-source software;
- 9.5.4. any breach of this Agreement by Customer; or
- 9.5.5. use of the Services (or any part) otherwise than in accordance with this Agreement.

## **10. Limitation of Liability**

10.1. Subject to the remainder of this Section 10:

- 10.1.1. Each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement (other than in respect of obligations relating to payment of Fees) shall be limited to 100% of the total Fees paid and

payable by Customer to Vertice in respect of the Services during the 12 months immediately preceding the date on which the claim arose; and

- 10.1.2. Vertice's total aggregate liability howsoever arising under or in connection with any and all claims under Section 9.2 shall not exceed two hundred fifty thousand pounds sterling (£250,000.00).

10.2. **No Exclusion.** Nothing in this Agreement excludes the liability of either party for fraud or fraudulent misrepresentation; or in respect of any liability for which it would be unlawful to exclude or attempt to exclude.

10.3. **Exclusions.** Subject to Section 10.2, and except as expressly and specifically provided elsewhere in this Agreement:

- 10.3.1. Customer assumes sole responsibility for results obtained from the use of the Services by Customer, and for conclusions drawn from such use;
- 10.3.2. Vertice shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to Vertice by or on behalf of Customer in connection with the Services, or any actions taken by Vertice at Customer's direction; and
- 10.3.3. all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

10.4. **Excluded Losses.** Subject to Section 10.2, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise (whether direct or indirect) for:

- 10.4.1. loss of profits, loss of business, depletion of goodwill, loss of opportunity, and/or similar losses;
- 10.4.2. loss or corruption of data or information (including Customer Content); or
- 10.4.3. any special, indirect, or consequential loss, costs, damages, or expenses however arising.

## 11. Term and Termination

11.1. **Duration.** This Agreement commences on the Effective Date and continues for the Term unless terminated earlier in accordance with its terms.

11.2. **Termination for Cause.** Either party may terminate this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within 30 days following written notice to the breaching party.

11.3. **Immediate Termination.** Either party may terminate this Agreement immediately at any time by giving notice in writing to the other party if:

- 11.3.1. the other party commits a material breach of this Agreement, and such breach is not remediable;
- 11.3.2. the other party is subject to an Insolvency Event. A party exercising this right of termination shall only be entitled to do so prior to the other party entering into a relevant insolvency process; or

- 11.3.3. the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 30 days after the other party has received notification that the payment is overdue.
- 11.4. **Discontinuation.** Vertice shall be entitled to terminate this Agreement and any Order Form upon not less than 60 days written notice where the Services are discontinued by Vertice in part or in full. In the event that Vertice terminates this Agreement pursuant to this Section 11.4, Customer shall be reimbursed on a pro-rata basis for any Fees already paid, for Services not provided.
- 11.5. **Effect of Termination.** Upon termination of this Agreement:
  - 11.5.1. Customer shall promptly pay Vertice for all Services rendered prior to termination in accordance with the payment terms set forth herein (unless termination is due to material breach by Vertice);
  - 11.5.2. If termination is due to material breach by Vertice, Vertice shall repay to Customer any sums prepaid by Customer to the extent such sums exceed Actual Savings (defined in the Order Form) already generated by Vertice for Customer;
  - 11.5.3. Customer must immediately cease to access the Platform; and
  - 11.5.4. Each party shall (subject to Section 7.4), within 30 days, return or destroy all of the other party's Confidential Information then in its possession or under its control.
- 11.6. Sections 3.1 – 3.5 (inclusive), 4.2 - 4.4 (inclusive), 5, 6.4, 7-10 (inclusive), 11.5, 11.6, 13 – 15 (inclusive) will survive the termination of this Agreement.

## 12. Announcements

- 12.1. Vertice may, upon execution of this Agreement and from time to time during the Term, identify, upon its website and within its marketing and sales materials, Customer, using both its name and logo (as may be modified from time to time by Customer), as a customer of Vertice.

## 13. Compliance with Laws

- 13.1. **Applicable Laws.** Each party shall during the Term of this Agreement comply with all applicable laws, regulations, statutes, and codes with respect to its activities under this Agreement including, but not limited to:
  - 13.1.1. those relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 (“**Relevant Requirements**”); and
  - 13.1.2. notify the other party in writing if it becomes aware or has reason to believe of any breach of Section 13.1.1.
- 13.2. **Sanctions.** Each party represents and warrants that neither it nor any of its shareholders, directors, officers, employees, agents, or other representatives is, nor is owned or controlled by a person or entity that is:
  - 13.2.1. listed on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC) or any similar list maintained by the United Nations, the European Union, the United Kingdom,

or any other relevant governmental entity (including but not limited to HM Treasury's consolidated list or any list of known or suspected terrorists, terrorist organisations);

13.2.2. directly or indirectly, has conducted, conducts, or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity, or project, targeted by, or located in any country that is the subject of, any economic or trade sanctions administered by any relevant governmental entity, including the UK Government or OFAC (collectively the "**Sanctions**");

13.2.3. directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity, or project; or

13.2.4. is or ever has been in violation of or subject to an investigation relating to Sanctions.

13.3. **Termination.** Vertice reserves the right to refuse the Services or any part of the Services and shall be entitled to terminate this Agreement with immediate effect without any liability where:

13.3.1. Customer is in breach of Section 13; or

13.3.2. Customer fails to comply with applicable laws, including in circumstances where the transactions or payments contemplated under this Agreement are in breach of, or otherwise targeted by Sanctions or other laws.

#### 14. General Provisions

14.1. **Force Majeure.** Provided that it has complied with Section 14.2, if a party is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement by a Force Majeure event (the "**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

14.2. The Affected Party shall:

14.2.1. as soon as reasonably practicable after the start of the Force Majeure event, notify the other party in writing of such Force Majeure event, the date on which it started, its likely or potential duration, and the effect of such Force Majeure event on its ability to perform any of its obligations under this Agreement; and

14.2.2. use all reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations.

14.3. **No Reliance.** Each party acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

14.4. **Variation.** No variation of this Agreement by Customer shall be valid or effective unless it is made in writing, refers to this Agreement, and is duly signed or executed by, or on behalf of, each party.

14.5. **Waiver and Severance.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. If any

part of this Agreement is, or is found to be, unenforceable under a relevant law, that will not affect the enforceability of the rest of this Agreement.

- 14.6. **Assignment.** Except with the prior written consent of the other party (not to be unreasonably withheld or delayed), neither party shall assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 14.7. **Notices.** All notices required or permitted under this Agreement will be in writing, in English, and will be deemed to have been received:
- 14.7.1. one working day after deposit with a commercial express courier specifying next day domestic delivery with written verification of receipt;
  - 14.7.2. two working days after deposit with a commercial express courier specifying two-day international delivery with written verification of receipt; or
  - 14.7.3. at the time of transmission if sent by email, or if this falls outside business hours in the place of receipt, when business hours resume.
- 14.8. Any notices given to a party under or in connection with this Agreement shall be sent to:
- 14.8.1. in the case of notices to Customer, to Customer's registered address if by courier or to the finance email address in the applicable Order Form; and
  - 14.8.2. in the case of notices to Vertice, to the applicable address set out in Section 15.2 if by courier, or by email to [legal@vertice.one](mailto:legal@vertice.one).
- 14.9. **Entire Agreement.** This Agreement, together with all Order Forms entered into hereunder, is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of any conflict between the provisions of an Order Form and the terms of this Agreement, the provisions of the Order Form shall take precedence. Use of Customer's pre-printed forms, including, purchase orders and acknowledgements is for administrative convenience only and all terms and conditions stated thereon, except as specifically set forth in the Agreement, are void and of no effect.
- 14.10. **Third Party Rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or any other applicable law or regulation to enforce any provision of this Agreement.
- 14.11. **No Partnership.** Vertice and Customer are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary, or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 14.12. **No Exclusivity.** This Agreement shall not prevent Vertice from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing materials, products or services which are similar to those provided under this Agreement.
- 14.13. **Interpretation.** In this Agreement, unless otherwise stated:
- 14.13.1. the section, paragraph, or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;

- 14.13.2. Vertice and Customer are together the parties and each a party, and a reference to a 'party' includes that party's successors and permitted assigns; words in the singular include the plural and vice versa; any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 14.13.3. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email); and
- 14.13.4. a reference to specific legislation is a reference to that legislation as amended, extended, re-enacted, or consolidated from time to time and a reference to legislation includes all subordinate legislation made as at the date of this Agreement under that legislation.

## 15. Vertice Contracting Entity, Governing Law, and Venue

- 15.1. The Vertice entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, are set out in Section 15.2.
- 15.2. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the governing law as referenced in the table below. Each party irrevocably agrees that the courts with exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) are those referenced in the table below:

If Customer is domiciled in:	The Vertice entity entering into this Agreement is:	Governing law is:	Courts with exclusive jurisdiction are:
USA	Vertice Technology Inc. Corporation Trust Center 1209 Orange St. Wilmington, Delaware 19801, USA	Delaware and controlling United States federal law	Federal courts in Delaware, USA
Any country other than USA	Vertice Technology Ltd. 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT	England and Wales	Courts of England and Wales