KEYLOOP - STANDARD TERMS AND CONDITIONS – REST OF THE WORLD (EXCLUDING UK & IRELAND)

1 DEFINITIONS & INTERPRETATION

1.1 In this Agreement the following words and expressions have the following meanings:

DEFINITION

Acceptance Test	a test set out in a Statement of Work to test the functioning of a Product;
Acceptance Test Period	the period specified in a Statement of Work for the testing of a Product, or, if no period is specified, a period of 14 days from the date on which the relevant Product is made available to Customer for testing;
Affiliate	(as to any entity) any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity;
Agreement	the agreement between Customer and Keyloop for the provision of the Services, comprised of the Documentation;
Amendment Quote	a document by which the parties agree to amend an existing agreement;
Applicable Law	all applicable national, supranational, foreign or local laws (including case law), legislation, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies which have the force of law in effect from time to time in the relevant Territory;
Authorised Users	any employee, officer or director of Customer or a Customer Affiliate (or an individual consultant to a Customer or Customer Affiliate) and/or, subject to clause 4.3, a Third Party Entity who is authorised to access and use Products in accordance with the terms of this Agreement;
Availability	as defined in the Support and Maintenance Terms;
Back-Up	the process of copying Customer's programs and/or Customer Data from the Product onto a separate environment or other back-up media;

Beta Product	has the meaning given to it in clause 23.1;
Business Day	Monday to Friday but excluding any public holidays in the Territory save for in the Middle East (excluding UAE and Lebanon) when a Business Day is Sunday to Thursday excluding any public holidays;
Charges	all amounts payable by Customer to Keyloop for the Services, including One-Time Charges and Monthly Recurring Charges;
Commencement Date	the date on which Customer receives written confirmation from Keyloop that the Quote has been accepted and this Agreement has commenced;
Confidential Information	the provisions of this Agreement and all information which is confidential or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement;
Control	that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of another person (whether through ownership of share capital, possession of voting power, ability to appoint directors, contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;
Customer	the customer entity noted on the Quote;
Customer Data	the data inputted, provided, generated, transmitted or displayed by Authorised Users, Keyloop, Keyloop Affiliates and/or Keyloop Co-Delivery Partners on Customer's behalf for the purpose of using the Services or facilitating Customer's use of the Services;
Data Processing Addendum	terms that apply to the processing of Customer Personal Data by Keyloop in the provision of the Services available at https://www.keyloop.com/legal-documentation;
Dependent Product	has the meaning given to it in clause 9.7;
Disabling Device	a computer virus, trojan, toolkit, spyware, malware or other undisclosed or unauthorised software or disabling device which disables the computer systems used or owned by Customer;

DMS	any dealer management system offered by Keyloop from time to time;
Documentation	the documents set out at clause 1.8;
Force Majeure	any unforeseeable and unavoidable event outside the reasonable control of the relevant party affecting its ability to perform any of its obligations (other than payment) under this Agreement including acts of God, fire, flood, lightning, grid supply power outage, compliance with any law or governmental order, rule, regulation or direction which could not have been reasonably anticipated at the Commencement Date, war, revolution, act of terrorism, riot or civil commotion, epidemic or pandemic and resulting governmental measures, strikes, lock outs and industrial action;
Inappropriate Content	content that is unlawful, obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous, liable to cause annoyance, inconvenience, needless anxiety or in breach of any third party Intellectual Property Rights;
Insolvency Event	where either party:

(a)   suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts;

(b)   calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up or dissolution of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);

(c)   has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;

(d)   has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;

(e)   calls a meeting, gives a notice, passes a resolution, makes an application or files documents, or an

order is made, or any other steps are taken in respect of obtaining a moratorium or a moratorium is obtained for that party;

(f) takes any steps in connection with proposing a reorganisation of the party (whether by way of voluntary arrangement, company voluntary arrangement, scheme of arrangement, compromise or arrangement or otherwise) or any such reorganisation is effected in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;

(g) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;

(h) has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 days of it being levied;

(i) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in limbs (a) to (h) above; or

(j) the other party ceases to carry on all or a substantial part of its business;

Intellectual Property Rights	any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design (including industrial designs), right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which shall exist in the future in the Territory;
Keyloop	the Keyloop entity stated on the Quote;
Keyloop Co-Delivery Partner	an entity with a valid certification (issued by Keyloop), engaged by Keyloop to provide Services (in whole or in part) on behalf of Keyloop;

Longstop Date	has the meaning given to it in clause 10.5;
Minimum Term	the minimum term for a Product, being 3 years or as otherwise set out in the Quote;
Monthly Recurring Charges	amounts described as such on the Quote;
Non-Keyloop Product	(a) Partner Applications; (b) any third party hardware or software including third party applications or systems which are capable of integrating or interoperating with a Product;
One-Time Charges	amounts described as such on the Quote;
On-Premise Terms	the terms which apply where a Product is stated in the Quote as 'on-premise' or has no related "hardware service provision" (HSP) Product, available at https://www.keyloop.com/legal-documentation;
Partner	the licensor of a Partner Application;
Partner Application	a third party application certified by Keyloop as being capable of successfully integrating with a Product;
Permitted Objective	has the meaning given to it in clause 4.8.3;
Personal Data	has the meaning given to it in the Data Processing Addendum;
Personnel	in relation to a party, directors, partners, employees, workers, agents, consultants, other representatives, contractors and sub-contractors employed or otherwise engaged by a party, and each of their respective directors, partners, employees, workers, agents, consultants, other representatives, contractors and sub-contractors;
Product	a software application or programme which is itemised as a separate line item on the Quote;
Term	in relation to each Product, the Minimum Term and Renewal Term(s);
Product Overview	the description of a Product and terms relating to the Product, available at https://service.keyloop.com/legal-documents/;

Product Specific Terms	the terms relating to specific Products available at https://www.keyloop.com/legal-documentation;
Professional Services	the professional services to be provided by Keyloop, as may be described in a Statement of Work;
Quantity	the numbers set out in the Quote under the heading 'Quantity' which denote the number of the relevant licensed metric as set out in the Product Overview (for example, Site or Authorised User) that Customer has the right to use for the relevant Product;
Quote	the written document signed by Customer which itemises the relevant Products;
Quote Expiry Date	the date stated as such on a Quote;
Release	any material iteration of a Product that corrects faults or adds or enhances functionality. A Release may include 1 or more patches or service packs. Releases may be denoted by the number immediately following the point in the Product identifying number. A Release does not constitute a new Version;
Renewal Term	has the meaning given to it in clause 3.2;
Service Levels	the service levels set out in the Support and Maintenance Terms;
Services	all services provided by Keyloop to Customer under this Agreement, including the provision of the Products, Support Services and Professional Services;
Site	a location stated on a Quote;
Standard Rates	Keyloop's standard rates for the provision of Professional Services from time to time;
Standard Terms and Conditions	these standard terms and conditions and the appendices to them including the Territory Specific Terms;
Start Date	the date from which the relevant Product is made available to Customer and is, in the reasonable opinion of Keyloop, capable of operational use or performance by Customer;

Statement of Work	a written document by which Keyloop agrees to provide Professional Services to Customer attached to the Quote;
Support and Maintenance Terms	terms that apply to the provision of Support Services and Availability, available at https://www.keyloop.com/legal-documentation;
Support Services	the support and maintenance services set out in the Support and Maintenance Terms;
Territory	the jurisdiction in which Keyloop is incorporated or as otherwise stated on the Quote;
Territory Specific Terms	the supplementary terms that apply to the provision of Services in the Territory as set out in Appendix 1;
Third Party Entity	a third party entity authorised by Customer and Keyloop to access and use Services pursuant to clause 4.3;
Trial Period	has the meaning given to it in clause 22.2;
Trial Product	has the meaning given to it in clause 22.1; and
Version	any new edition of a Product that from time to time is publicly marketed and offered for licence by Keyloop in the course of its normal business, being a version that contains such significant differences from the previous edition as to be regarded as constituting a new version of the Product, and that may be denoted by the number immediately preceding the point in the software identifying number or by a new name.

1.2   The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

1.3   Words expressed in the singular shall include the plural and vice versa. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.

1.4   The words "**other**", "**including**" and "**for example**" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.5   References to any statute or statutory provision shall include:

1.5.1   any subordinate legislation made under it,

1.5.2 any provision which it has modified or re-enacted (whether with or without modification), and

1.5.3 any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of this Agreement.

1.6 All references in this Agreement to clauses, schedules and appendices are to the clauses, schedules and appendices to this Agreement unless otherwise stated.

1.7 The terms "**written**" or "**in writing**" in the Agreement shall be deemed to include textform and other electronic means.

1.8 In case of conflict or ambiguity, the descending order of precedence for this Agreement is as follows:

1.8.1 Quote;

1.8.2 these Standard Terms and Conditions;

1.8.3 Product Specific Terms;

1.8.4 Data Processing Addendum;

1.8.5 Support and Maintenance Terms;

1.8.6 On-Premise Terms;

1.8.7 Product Overview; and

1.8.8 any Statement of Work.

1.9 Any reference to a date, month or year in this Agreement shall mean a reference to the date, month or year under and in accordance with the Gregorian calendar.

2 AGREEMENT

2.1 Except in the case of an Amendment Quote, each Quote signed by Customer and accepted by Keyloop shall form an individual Agreement.

2.2 Each Agreement shall commence on the Commencement Date and continue until the provision of each Product has expired or been terminated at each Site, or the Agreement has otherwise expired or been terminated, in accordance with the terms of the Agreement.

2.3 If any Quote is signed by Customer after the Quote Expiry Date Keyloop shall determine, at its discretion, whether or not to confirm acceptance of that Quote.

2.4   From time to time, the parties may agree an Amendment Quote in order to amend an existing agreement, either by:

  2.4.1   increasing the Quantity of existing Services or adding an additional Service; or

  2.4.2   with effect from the expiry of the Minimum Term or current Renewal Term (as the case may be), decreasing the Quantity of, or terminating, an existing Service.

3   MINIMUM TERM

3.1   Unless otherwise specified in the Quote, each Service shall be provided at each Site for a Minimum Term, with such Minimum Term commencing on the Start Date for that Product at the relevant Site.

3.2   Subject to clause 3.3, following the expiry of the Minimum Term, the relevant Term shall automatically renew for successive 12 month terms (each a "**Renewal Term**"), unless either party notifies the other party that it wishes to terminate the relevant Product at the relevant Site at least 3 months before the end of the Minimum Term or any Renewal Term, in which case the Product at such Site shall terminate upon the expiry of the applicable Minimum Term or Renewal Term.

3.3   Where Customer has contracted for multiple Products with different Start Dates, Keyloop may, in consultation with Customer agree a common anniversary date (an "**Alignment Month**"). On expiry of a Minimum Term for a Product at a Site, the Term shall automatically extend to the Alignment Month, at which point the Term shall automatically extend for a Renewal Term(s). Between the expiry of the Minimum Term and the Alignment Month, Customer may terminate the relevant Product at the Site(s) at the end of a month by providing not less than 30 days' notice.

4   PROVISION OF THE SERVICES

4.1   Subject to clause 4.2, clause 4.4 and Customer paying the Charges for the Services, Keyloop grants to Customer a non-exclusive, non-transferable right for Authorised Users to access and use the Services in the Territory for internal business purposes in accordance with the terms of this Agreement.

4.2   As between Customer and Keyloop, Customer shall:

  4.2.1   procure that any Customer Affiliate and each Authorised User complies with the obligations in the Agreement; and

  4.2.2   be directly accountable for the acts and omissions of any Customer Affiliate and each Authorised User.

4.3   In relation to certain Services only (as determined by Keyloop), Customer may procure access to, and use of, the Services on behalf of employees, officers and directors of Third Party Entities, on the condition that:

4.3.1   Customer shall be responsible for compliance by Third Party Entities and their users with the terms and conditions of this Agreement; and

4.3.2   Customer shall procure that each Third Party Entity executes a separate Quote for use of the applicable Services. Such separate Quote shall form part of a direct agreement between Keyloop and Third Party Entity.

4.4   Where a Product can be used:

4.4.1   at a Site, as shown on the Quote, Customer may only use such Product in relation to Customer's business activities at that Site;

4.4.2   by an individual user, access credentials may not be used by more than one individual; and

4.4.3   up to a maximum Quantity, Customer shall not exceed such Quantities.

4.5   Keyloop may update, modify, change and amend Products and Documentation at any time, provided that there is no material degradation in performance, functionality or security of the Products or Documentation.

4.6   Keyloop shall provide the Support Services as set out in the Support and Maintenance Terms.

4.7   Keyloop shall use reasonable endeavours to observe health and safety rules and regulations and any other reasonable security requirements that apply at any of Customer's premises and that have been communicated to it in advance.

4.8   Customer shall not and shall ensure that the Authorised Users shall not:

4.8.1   modify, develop, copy or create any derivative works based on the Services or Product Overviews;

4.8.2   license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, commercially exploit, or otherwise transfer or make the Services available to any third party, other than to Authorised Users and Third Party Entities as permitted in this Agreement;

4.8.3   use the Services to facilitate any direct or indirect integration between the applicable Product and any third party solution unless otherwise expressly stated in the Product Overview or under Applicable Law ("**Permitted Objective**"), and provided that the information (which may include Customer

Data and/or Confidential Information) obtained by Customer during such activities:

4.8.3.1 is not disclosed or communicated without Keyloop's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;

4.8.3.2 is not used to create any software that is substantially similar in its expression to the Product;

4.8.3.3 is kept secure; and

4.8.3.4 is used only for the Permitted Objective;

4.8.4 frame or mirror any part of any Product or Customer Data, other than framing on Customer's own system for its own internal business purposes or as permitted in the relevant Product Overview;

4.8.5 (other than to the extent permitted by Applicable Law) reverse engineer or decompile any portion of the Services;

4.8.6 use the Services to operate the business of a third party, or to process data or content provided by a third party for the operation of a third party's business, or otherwise use the Services on a third party's behalf, or act as a service bureau or provider of application services to any third party;

4.8.7 use the Services in breach of Applicable Law or outside the scope of the rights granted in this clause 4;

4.8.8 input, upload, send or store any Inappropriate Content through or using the Services;

4.8.9 send or store any Disabling Device in connection with the Services;

4.8.10 interfere with or disrupt performance of the Services, equivalent services provided by Keyloop to its other customers or the data contained within systems and software controlled by Keyloop;

4.8.11 use any element or function of the Services in a manner that exceeds reasonable usage or in a manner which is excessive;

4.8.12 attempt to gain unauthorized access to the Services or its related systems or networks; or

4.8.13 remove any proprietary notices or labels on the Services and/or Documentation.

4.9 In providing a Product, Keyloop shall allocate such amount of system resources as is appropriate in Keyloop's reasonable opinion for the circumstances. In the event that

Customer's use of a Product places excessive demands on system resources, including where it is used to process, export or import excessive volumes of Customer Data or to do so with excessive frequency (by comparison with usage by typical Keyloop customers with a similar number of Authorised Users) there may be an impact on operational performance of the Product. In such cases, Keyloop reserves the right to:

4.9.1   apply limits on the speed of data processing in relation to the Product;

4.9.2   apply limits on the frequency and / or size of data imports and data exports in relation to the Product;

4.9.3   limit the functionality provided by the Product; and /or

4.9.4   apply additional Charges.

4.10   Keyloop may monitor Customer's use of the Services for Keyloop's legitimate business purposes including protecting the security and integrity of Keyloop systems, improving or creating new products/services and creating insights.

4.11   Customer shall defend Keyloop, its officers, directors and employees against any third party claim arising from Customer's or an Authorised User's use of the Services in breach of this Agreement, and shall indemnify Keyloop for any losses, costs and expenses incurred by Keyloop including amounts awarded against Keyloop in any final judgment or settlement of such claims. Customer shall provide Keyloop with any reasonable assistance required at Customer's cost regarding any such claim.

5   AUDIT

5.1   On giving not less than 10 Business Days' notice, Keyloop or its appointed representative may have access to information, records, Customer Personnel and premises of Customer and Customer Affiliates to inspect, audit and verify Customer's and Customer Affiliates' licensing requirements and use of the Services to determine whether such usage is in accordance with this Agreement.

5.2   Customer shall co-operate with Keyloop and its appointed representative and facilitate with accessing the necessary records, Customer Personnel and/or premises.

5.3   Where Keyloop's audit identifies any failure to comply with this Agreement Customer shall reimburse Keyloop for its internal and external costs and charges for carrying out the audit.

6   INTEGRATIONS

6.1   A Product may contain features designed to integrate or interoperate with Non-Keyloop Products.

6.2   Keyloop does not warrant the continued availability of such Product features and may cease providing them without entitling Customer to any refund of Charges, credit, or

other compensation unless that Product feature has been agreed as an essential feature. Even for essential Product features, the continued availability warranty is excluded if the provider of a Non-Keyloop Product ceases to make the Non-Keyloop Product available for interoperation with the corresponding Product features in a manner reasonably acceptable to Keyloop.

6.3   The supply of Non-Keyloop Products, and any exchange of data between Customer and any third party provider is solely between Customer and the applicable third party provider. Additional third party terms may apply to the provision of the Non-Keyloop Products by a third party provider to Customer.

6.4   Keyloop does not warrant or support Non-Keyloop Products or services including Partner Applications. Keyloop is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Keyloop Product, service or its provider.

6.5   If Customer uses any Non-Keyloop Product, Keyloop shall not be liable for any degradation or adverse effect on the performance of a Product or any damage to, or destruction of, Customer Data. If such use causes damage to any Keyloop database or system, Customer shall, upon Keyloop's request, promptly remove or stop using such Non-Keyloop Product.   Keyloop shall have no obligation to make any modifications to the Services to accommodate such use or to provide any services with respect to it.

6.6   Keyloop shall have no liability to Customer or a third party provider for a Non-Keyloop Product in relation to Services.

6.7   Customer shall not, and shall not permit any third party to, extract, add to or alter any data stored on Keyloop's databases and systems other than directly via the Product, a Keyloop approved interface or otherwise with Keyloop's prior written consent.

6.8   Customer permits and instructs Keyloop to enable the transfer of Customer Data between the Product and any Non-Keyloop Product used by Customer.

6.9   Any time spent by Keyloop in liaising either with Customer or directly with a third party in relation to the integration or interoperation of a Non-Keyloop Product shall be chargeable to Customer on a time and materials basis in accordance with Standard Rates.

7   WARRANTIES

7.1   Each party warrants to the other that:

7.1.1   it has all necessary authority, power and capacity to enter into and perform this Agreement and that all necessary actions have been taken to enter into it properly and lawfully;

7.1.2   in the case of Customer, this Agreement is validly executed by its authorised representative;

7.1.3   it has and shall maintain and comply with all permissions, consents, approvals, certificates, permits, licences, agreements and authorities necessary for it to enter into and perform this Agreement including the provision of Customer Data; and

7.1.4   each party shall comply with Applicable Law.

7.2   For so long as Keyloop provides Support Services in relation to a Product, Keyloop warrants that:

7.2.1   the Product shall perform materially in accordance with the relevant Product Overview;

7.2.2   the Services are capable of use by Customer in compliance with Applicable Law in effect at the Commencement Date that relate to Customer and its business; and

7.2.3   it shall implement measures in accordance with good industry practice to avoid the introduction of Disabling Devices into any system (including hardware and software) which is used to provide and operate the Services.

7.3   Customer acknowledges that Keyloop is not responsible for ensuring that the use of the Services by Customer is compliant with Applicable Law that relate to Customer, its business or the manner in which Customer uses the Services.

7.4   Keyloop does not warrant that the Services shall operate in combination with any software, hardware or system other than as specified in the Product Overview or otherwise agreed by Keyloop in writing in advance.

7.5   Customer shall use its reasonable endeavours to notify Keyloop in writing no later than 5 Business Days after identifying a breach of the warranties in clause 7.2. In the event of a breach of the warranties in clause 7.2, Keyloop's warranty obligation is restricted to correcting the non-conforming Service at no additional charge to Customer. Claims to compensation in place of performance are excluded. In the event Keyloop is unable to correct such deficiencies, Customer expressly reserves the right to demand:

7.5.1   a refund or reduction of the Charges paid and attributable to the defective Service, effective from the date Keyloop determined it is unable to correct such deficiencies; and/or

7.5.2   termination of the relevant Services on notice to Keyloop.

7.6   In no event shall Keyloop be liable to Customer for a breach of the warranties in clause 7.2 to the extent that the breach is based on:

7.6.1   a modification or adaptation of the Services by anyone other than Keyloop or a Keyloop Co-Delivery Partner;

7.6.2 Customer's use of the Services in breach of this Agreement or instructions communicated to Customer by Keyloop from time to time;

7.6.3 Customer's failure to implement promptly any update, upgrade, patch or other modification to the Services that is made available to Customer by Keyloop; or

7.6.4 Customer's failure to ensure the use of a supported Version or Release of the Services.

7.7 The remedies set out in clause 7.5 shall be Customer's exclusive remedy and Keyloop's sole liability for breach of the warranties in clause 7.2.

7.8 All warranties, conditions, terms and representations not expressly set out in this Agreement, whether implied by statute or otherwise, are excluded to the extent permitted by Applicable Law. Unless prohibited by Applicable Law, Keyloop explicitly disclaims all warranties of satisfactory quality and fitness for a particular purpose.

8 PROFESSIONAL SERVICES

8.1 Keyloop may provide Professional Services from time to time including in relation to the implementation of Products as set out in a Statement of Work.

8.2 Keyloop shall carry out and perform Professional Services with reasonable skill and care. Keyloop shall use reasonable endeavours to deliver Professional Services in accordance with any timescales in a Statement of Work, but all timescales are estimates only.

8.3 Keyloop is entitled to rely on information provided by, or on behalf of, Customer in the course of scoping any Professional Services.

8.4 Any changes to the agreed dates, timescales or scope for Professional Services shall be subject to the Keyloop change control process, which may result in the incurrence of additional Charges at Standard Rates.

8.5 Customer must provide not less than 30 days' notice to delay or postpone Professional Services from the dates or timescales set out in the Statement of Work or otherwise agreed by the parties. If Customer:

8.5.1 delays or postpones Professional Services, Keyloop reserves the right to vary the Charges by removing any discounts outlined in the Quote; and

8.5.2 gives less than 30 days' notice to delay or postpone Professional Services, Keyloop reserves the right to levy additional Charges in relation to Professional Services resources that Keyloop determines cannot be reallocated following such delay or postponement.

8.6 Where Professional Services are to be provided on a time and materials basis in accordance with Standard Rates, Keyloop shall charge Customer for the actual

number of days spent in providing the Professional Services at the applicable daily rate specified in the Quote (or, if not specified, in accordance with Standard Rates). Standard Rates apply to Professional Services completed during standard working hours on a Business Day. Professional Services completed outside of these times may result in additional Charges in accordance with Standard Rates.

8.7 Keyloop may charge Customer on a time and materials basis in accordance with Standard Rates for additional time spent by Keyloop Personnel as a result of any failure or delay by Customer to comply with its obligations under this Agreement and for any additional Professional Services performed outside the scope of a Statement of Work or Product Overview.

8.8 Keyloop may charge Customer for costs incurred by Keyloop arising out of or in connection with the Keyloop change control process including for the time spent by Keyloop Personnel revising any implementation plan. Any such additional Charges shall be calculated in accordance with Standard Rates.

8.9 Keyloop may charge Customer for reasonable travel costs and associated expenses for Professional Services undertaken at Customer sites and shall inform Customer of any such costs and expenses in advance.

8.10 If an Acceptance Test has been specified in a Statement of Work:

8.10.1 Customer shall perform the Acceptance Test within the Acceptance Test Period and promptly report the results to Keyloop;

8.10.2 Customer shall not use the Product during the Acceptance Test Period for any purpose other than to perform the Acceptance Test;

8.10.3 the Product shall be considered to have passed the Acceptance Test if it complies in all material respects with its specification (as set out in the Product Overview) and for this purpose "compliance" shall be exclusive of any minor error or fault that does not prevent productive use of the Product; and

8.10.4 such Acceptance Test shall not impact the invoicing of the Monthly Recurring Charges which shall commence on the Start Date irrespective of the timing for the Acceptance Test.

8.11 If during the Acceptance Test Period Customer notifies Keyloop that the Product has failed the Acceptance Test, the expiry date of the Acceptance Test Period shall be automatically extended by such number of days as shall be reasonably sufficient to enable Keyloop to adjust the Product as Keyloop deems necessary. Following each such adjustment Customer shall repeat the Acceptance Test and notify the results of it to Keyloop. If the Product fails to pass its third Acceptance Test either party shall be entitled to terminate the Product by providing notice to the other party. Such termination shall be without liability to either party save for the obligation on Keyloop to refund to Customer any Charges paid by Customer to Keyloop in respect of the relevant Product.

8.12   Customer shall be considered to have irrevocably accepted the Product:

    8.12.1   on the Start Date; or

    8.12.2   (if an Acceptance Test has been specified in a Statement of Work) on the earlier of the following dates:

    8.12.3   the day following the day on which the Product passes the Acceptance Test; or

    8.12.4   the expiry of the Acceptance Test Period where Customer has not notified Keyloop that the Product has failed to pass the Acceptance Test; or

    8.12.5   the date on which Customer uses the Product other than for testing purposes.

9   CUSTOMER OBLIGATIONS

9.1   Customer undertakes to:

    9.1.1   co-operate with Keyloop in all matters relating to the Services;

    9.1.2   supply Keyloop in a timely manner with such information, including Customer Data, as Keyloop may reasonably require to enable Keyloop to fulfil its obligations under this Agreement and ensure that they are accurate and complete in all material respects;

    9.1.3   provide reasonable access to such premises, facilities and persons as Keyloop may reasonably require to provide the Services in accordance with the provisions of this Agreement;

    9.1.4   carry out the steps necessary for implementation of Products as set out in the relevant Product Overview and Statement of Work;

    9.1.5   inform Keyloop promptly of any unauthorised access to, or use of, the Services and any threatened or actual security incidents that may impact the Services;

    9.1.6   inform Keyloop promptly of any factors or changes that may impact on the provision of the Services, including changes to operating procedures and practices of Non-Keyloop Products;

    9.1.7   comply with any third party terms or acceptable use policy relating to the use of Services, notified by Keyloop to Customer from time to time; and

    9.1.8   comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Product.

9.2   As a condition of Keyloop providing the Services Customer shall be responsible for:

    9.2.1   the security and proper use of all user IDs and passwords necessary to access the Services. Customer must take all necessary steps to ensure that they are kept confidential and not used in an unauthorised manner;

    9.2.2   the configuration, support and maintenance of Customer's wireless network including undertaking a site survey to establish Customer's wireless network requirements and providing suitable devices and an appropriate wireless network connection between the Site and the devices operating the Services; and

    9.2.3   maintaining all Customer hardware and software used to utilise the Products in accordance with manufacturer/licensor instructions, including ensuring that such hardware and software remains in standard support from the applicable manufacturer/licensor, and as further specified by Keyloop from time to time.

9.3   Customer authorises Keyloop to accept any third party licence agreements that are necessary to use or facilitate use of the Services as set out in the relevant Product Overview.

9.4   Customer shall ensure that all Authorised Users complete any training as required by Keyloop before accessing the Services.

9.5   Customer shall not use any automated means including agents, robots, scripts, or spiders, to bypass Keyloop's tools, Products or Services or to interfere or attempt to interfere with the proper working of the Services without Keyloop's prior written consent.

9.6   If Keyloop's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, Customer Affiliates or Authorised Users, then, without prejudice to any other right or remedy it may have, Keyloop shall be allowed: an extension of time to perform its obligations at least equal to the delay; and to revise the Charges payable by Customer to take account of any unutilised resources and the need to reschedule any Services. .

9.7   Where Customer procures a Product that is dependent on a DMS ("**Dependent Product**"), Customer shall maintain an agreement with Keyloop for the relevant DMS for the duration of the Dependent Product agreement.

10   CHARGES AND PAYMENT

10.1   Unless stated otherwise in Product Specific Terms, Charges shall be calculated and payable in accordance with this clause 10.

10.2   Subject to clause 10.3, Keyloop shall invoice One-Time Charges for Professional Services periodically in arrears, or as set out in a Quote.

10.3 Keyloop reserves the right to invoice One-Time Charges for Professional Services in advance by providing notice to Customer.

10.4 Unless otherwise agreed in the Quote, Keyloop shall invoice the Monthly Recurring Charges annually in advance. Subject to clause 10.5 the first invoice for the Monthly Recurring Charges shall be issued on the relevant Start Date.

10.5 Where a Start Date has not occurred by:

   10.5.1 the date falling 6 months after the Commencement Date; or

   10.5.2 where there is a Statement of Work with a planned Start Date(s) falling more than 6 months after the Commencement Date, by the relevant planned Start Date,

(each being the "**Longstop Date**") Keyloop reserves the right to commence invoicing the relevant Monthly Recurring Charges on the Longstop Date or any date after the Longstop Date. Where Keyloop exercises its rights under this clause, for the purposes of determining the Minimum Term of the relevant Product at the relevant Site the Start Date shall be construed as the date from which Keyloop commences invoicing the relevant Monthly Recurring Charges.

10.6 Any configuration of a Product by Keyloop which Keyloop deems non-standard shall be chargeable in accordance with Standard Rates.

10.7 All Charges shall be paid in the currency set out on the Quote by direct debit into the account notified by Keyloop, unless agreed otherwise with Keyloop.

10.8 All payments shall be due 30 days from the date of invoice except where payments are made by direct debit, in which case payments shall be due 45 days from the date of invoice.

10.9 If any Charges are not paid when due then, without prejudice to Keyloop's other rights, Customer shall pay interest on the overdue amount from the due date until payment is made in full at the prevailing interest rate accruing on a daily basis and being compounded quarterly until payment is made, whether before or after judgment.

10.10 If Customer has a bona fide dispute in respect of the whole or any part of any invoice then Customer shall notify Keyloop of the nature of such dispute in writing within 10 Business Days of receipt of the invoice giving all relevant details and shall pay the undisputed part of the invoice in accordance with clause 10.8. Any invoice not disputed in accordance with this clause 10.10 shall be deemed to be accepted by Customer and payable in accordance with clause 10.8. The parties shall use reasonable endeavours to resolve any dispute over the invoice as amicably and promptly as possible. On settlement of any dispute Customer shall make the appropriate payment in accordance with this Agreement.

10.11 All Charges are exclusive of value added tax, sales tax or any other relevant local taxes on services which shall be applied by Keyloop at the prevailing rate. Customer shall pay all invoices in full without any deduction or set-off.

10.12 Keyloop may vary Charges at any time by informing Customer at least 2 months in advance.

10.13 Upon Customer's written request, Keyloop may agree to invoice a Customer Affiliate outlined in the Quote for the Charges on the condition that:

10.13.1 Customer shall procure that such Customer Affiliate first complies with any due diligence enquiries reasonably requested by Keyloop;

10.13.2 Customer shall procure that such Customer Affiliate pays the Charges in accordance with these Standard Terms and Conditions;

10.13.3 Keyloop invoicing Customer Affiliate for the Charges shall not absolve Customer from its obligations to ensure Keyloop receives payment of the Charges in accordance with these Standard Terms and Conditions, for which Customer shall remain accountable to Keyloop. In the event of non-payment of any of the Charges by Customer Affiliate on behalf of Customer, all rights available to Keyloop are reserved in full and may be enforced directly against Customer; and

10.13.4 Keyloop may inform Customer at any time of its withdrawal of consent to invoice Customer Affiliate.

11   INTELLECTUAL PROPERTY RIGHTS

11.1 Customer acknowledges and agrees that Keyloop and/or its licensors own or have the right to licence all Intellectual Property Rights in the Services. This Agreement does not grant or assign or otherwise transfer to Customer any Intellectual Property Rights.

11.2 As between the parties, all title and rights (including any Intellectual Property Rights) in Customer Data shall remain vested in Customer.

12   INTELLECTUAL PROPERTY RIGHTS INDEMNITY

12.1 Keyloop shall defend Customer, its officers, partners, directors and employees against any claim that Customer's use of the Services in accordance with this Agreement infringes any Intellectual Property Rights, and shall indemnify Customer for any amounts awarded against Customer in any final judgment or settlement of such claims, provided that:

12.1.1 Customer promptly notifies Keyloop in writing of any such claim;

12.1.2 Customer does not make any admission, or otherwise attempt to compromise or settle the claim, and provides reasonable co-operation to

> Keyloop in the defence and settlement of such claim, at Keyloop's expense; and

> 12.1.3 Keyloop is given sole authority to defend or settle the claim.

12.2 In the defence or settlement of any claim, Keyloop may:

> 12.2.1 procure the right for Customer to continue using the Services;

> 12.2.2 replace or modify the Services so that they become non-infringing, provided that there is no material loss of performance, functionality or security; or

> 12.2.3 if remedies set out at clauses 12.2.1 and 12.2.2 are not reasonably available, terminate the applicable Services on giving notice to Customer. Keyloop shall refund all Charges paid in advance for Services that would have been performed after the date of termination. Any residual Services subject to this Agreement shall continue for the applicable Term until terminated in accordance with the terms of this Agreement.

12.3 In no event shall Keyloop, its directors, partners, employees, agents and sub-contractors be liable to Customer to the extent that the alleged infringement is based on:

> 12.3.1 modification of the Services by anyone other than Keyloop or a Keyloop Co-Delivery Partner;

> 12.3.2 Customer's use of the Services in a manner contrary to the instructions given to Customer by Keyloop;

> 12.3.3 Customer's use of the Services after notice of the alleged or actual infringement from Keyloop; or

> 12.3.4 the interoperation of or use of the Services in conjunction with any Non-Keyloop Product.

12.4 Clause 12.1 states Customer's sole and exclusive rights and remedies, and Keyloop's (including Keyloop's directors, partners, employees, agents and sub-contractors) entire obligations and liability, for infringement of any Intellectual Property Rights.

13 FEEDBACK

Customer acknowledges and accepts that Keyloop and Keyloop Affiliates shall be entitled to freely use, distribute, disclose, make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorised Users relating to the operation of the Services.

14   DATA

14.1   To the extent that Personal Data is processed by Keyloop, the terms of the Data Processing Addendum shall apply to this Agreement.

14.2   Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that Keyloop shall have the right to process Customer Data as necessary to perform the Services and for the purposes of creating anonymised data. Provided always that such Customer Data is anonymous and Customer is not identifiable, Keyloop may use Customer Data for Keyloop's legitimate business purposes including verifying Customer's licensing requirements, providing, improving and creating products and services and creating insights. Where derived data is created from Customer Data, all Intellectual Property Rights in such derived data shall vest in Keyloop.

14.3   Customer shall defend Keyloop, its officers, directors and employees against any claim that Customer Data infringes any Intellectual Property Rights and shall indemnify Keyloop for any amounts awarded against Keyloop in any final judgment or settlement of such claims.

14.4   Customer agrees that it shall:

14.4.1   provide Keyloop with any reasonable assistance required at Customer's cost regarding any such claim; and

14.4.2   not, without first consulting Keyloop, make an admission relating to such claim.

15   LIABILITY

15.1   Nothing in this Agreement excludes or limits either party's liability for:

15.1.1   death or personal injury caused by that party's negligence;

15.1.2   fraud or fraudulent misrepresentation;

15.1.3   wilful misconduct or gross negligence; or

15.1.4   any liability which cannot legally be excluded or limited under Applicable Law.

15.2   Neither party is liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with this Agreement for any:

15.2.1   loss of or damage to goodwill; and/or

15.2.2   indirect or consequential loss or damage, howsoever arising.

15.3   Keyloop shall not be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement for any loss of profit, loss of revenue, loss of sales or business or loss of anticipated savings.

15.4   In the event of any loss of or damage to Customer Data, Customer's sole remedy shall be for Keyloop to use reasonable commercial efforts to restore the lost or damaged Customer Data from the most recent successful Back-Up.

15.5   Keyloop's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with this Agreement shall not exceed, for each claim or series of connected claims, 100% of the Charges paid by Customer in relation to the relevant Services during the 12 months immediately preceding the date on which the claim first arose.

16   CONFIDENTIALITY

16.1   Each party shall keep and procure to be kept confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use or disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other party.

16.2   The parties may disclose Confidential Information to an employee, director, partner, consultant, sub-contractor or agent to the extent necessary for the performance of this Agreement provided such disclosure is subject to obligations equivalent to those set out in this Agreement. Each party shall be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

16.3   The obligations of confidentiality in this clause 16 do not extend to any Confidential Information which the party that wishes to disclose or use can show:

16.3.1   is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement;

16.3.2   was in its written records prior to the date of this Agreement and not subject to any confidentiality obligations;

16.3.3   was or is disclosed to it by a third party entitled to do so;

16.3.4   the parties agree in writing is not Confidential Information or may be disclosed; or

16.3.5   is required to be disclosed under any Applicable Law, or by order of a court or governmental body or authority of competent jurisdiction.

17   PUBLICITY

Keyloop may use Customer's name and logo in lists of customers, marketing materials and press releases in any form and on any medium provided that such use is limited to identification of Customer as an entity which receives products and services from Keyloop. Customer undertakes to provide testimonials and participate in case studies upon request from Keyloop for commercial reference purposes. Keyloop may use such material in any form and in nay territory for the duration of the Contract plus an additional 5 years.

18   NON-SOLICITATION

18.1   Customer shall not, without the prior written consent of Keyloop, either during the term of this Agreement or at any time during the period of 6 months following the termination or expiry of this Agreement, directly or indirectly solicit or endeavour to solicit away from Keyloop or employ or engage, or attempt to employ or engage, any Keyloop Personnel other than by means of a recruitment advertising campaign open to all potential applicants and not specifically targeted at such Keyloop employees or individual consultants.

18.2   If Customer breaches its undertaking given in clause 18.1 it shall pay to Keyloop on demand an amount equal to the gross salary of the relevant member of Keyloop Personnel in question for the 12 month period prior to the breach of the undertaking.

19   SUSPENSION

19.1   Keyloop may suspend all or part of Customer's or any Authorised User's access to the Services under this Agreement or any other agreement with Customer or a Customer Affiliate if Keyloop determines that:

19.1.1   Customer is in actual or threatened breach of any obligation or restriction in this Agreement or any other agreement with Keyloop or a Keyloop Affiliate, including the payment of any undisputed Charges;

19.1.2   such access or use:

19.1.2.1   causes or, in Keyloop's opinion, poses a security risk or threat to a Product, Keyloop, Keyloop Affiliates or any third party;

19.1.2.2   could adversely impact Keyloop's systems or businesses; or

19.1.2.3   could subject Keyloop, Keyloop Affiliates or any third party to liability, including any third party claim that a Product infringes a third party's Intellectual Property Rights;

19.1.3   a Product depends on the provision or availability of any third party information, software, data or services, and such third party does not supply or is incapable of supplying such information, software, data or services; or

19.1.4 a Product cannot be provided to Customer or any Authorised User in accordance with Applicable Law.

19.2 Upon any suspension under clause 19, Keyloop shall use reasonable endeavours to provide Customer reasonable information regarding the reason for suspension and the expected period of suspension.

19.3 Keyloop shall have no liability for any suspension under clause 19.

20 TERMINATION

20.1 Either party may immediately terminate this Agreement or a Product by giving notice to the other party if:

20.1.1 the other party fails to pay any undisputed sum payable under any agreement within 14 days following date of notice of failure to pay;

20.1.2 the other party commits a material breach of its obligations under this Agreement or, in relation to the termination of a Product, a material breach of its obligations relating to such Product, which is capable of remedy and fails to remedy it or persists in such breach after 30 days of having been required in writing to remedy or desist; or

20.1.3 unless prohibited from being able to terminate by Applicable Law, the other party suffers an Insolvency Event.

20.2 Keyloop may immediately terminate this Agreement or the provision of a Product by giving notice to Customer if:

20.2.1 Keyloop determines a Product depends on the provision or availability of any third party information, software, data or services, and such third party does not supply or is incapable of supplying such information, software, data or services;

20.2.2 Keyloop determines a Product depends on third party software and Keyloop no longer has the right to use such software and, having used reasonable endeavours to resolve the issue, cannot replace the functionality provided by such software; or

20.2.3 Customer (or any of its directors) are in breach of any government sanctions or have government sanctions imposed upon it (or them) for any reason or are within a territory that becomes subject to any government sanctions.

20.3 If:

20.3.1 Keyloop terminates this Agreement or a Product pursuant to clause 20.1; or

20.3.2   Customer purports to terminate this Agreement or a Product where Customer has no right to do so,

then Keyloop shall be entitled to recover termination charges of an amount equal to the total Charges for the remainder of the applicable Term, as if the Term or this Agreement is not being terminated. Customer shall pay such amounts within 10 Business Days of such termination.

20.4   If the provision of Professional Services in relation to the implementation of any Product is adversely affected by any failure of Customer to comply with the terms of the Agreement, Keyloop may provide Customer with not less than 30 days' notice to permanently remedy such failure(s) and support the implementation of the relevant Product without any further delay. If Customer fails to address all concerns within the notice period Keyloop may terminate the applicable Services and recover termination charges from Customer equal to the aggregate of:

20.4.1   the One-Time Charges associated with the terminated Professional Services; and

20.4.2   12 months of Monthly Recurring Charges for the terminated Product(s),

Customer shall pay the termination charges within 10 Business Days of such termination.

21   CONSEQUENCES OF TERMINATION

21.1   The termination of this Agreement or a Product shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

21.2   On termination of this Agreement or a Product for any reason:

21.2.1   the relationship of the parties and any relevant rights or licences granted shall cease to have effect save as expressly provided for in this clause 21;

21.2.2   Customer shall immediately terminate and cease all use of the terminating Services;

21.2.3   Customer shall immediately return to Keyloop all hardware supplied by Keyloop in relation to the terminating Services;

21.2.4   Customer shall utilise functionality provided by the Product to remove Customer Data from the Product prior to the date of termination;

21.2.5   Keyloop may destroy or otherwise dispose of any Customer Data in its possession unless Keyloop receives, no later than 10 days after the effective date of termination, a written request to assist Customer with the removal of Customer Data from the Product. Keyloop may charge Customer for such assistance in accordance with Standard Rates;

21.2.6 the provisions of clauses 1 (Definitions & Interpretation), 11 (Intellectual Property Rights), 15 (Liability), 16 (Confidentiality), 18 (Non-solicitation), 21 (Consequences of Termination), , 25 (Transfer and Subcontracting), 26 (Third Party Rights), 27 (Variation), 28 (Waiver), 29 (Severability), 30 (Entire Agreement), 31 (Notices, Governing Law & Jurisdiction), and any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;

21.2.7 subject to clause 21.2.5 and unless required by Applicable Law to retain any Confidential Information, each party shall within 10 days return to the other party (or, if the other party so requests by notice in writing, destroy) all of the other party's property in its possession or control at the date of termination, including all of its Confidential Information (including copies) and shall make no further use of such Confidential Information; and

21.2.8 Keyloop may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and Customer shall pay these invoices immediately on receipt.

22 TRIALS

22.1 This clause 22 shall apply where a Product is noted as 'trial' on a Quote ("**Trial Product**") and shall take precedence over any conflicting terms in these Standard Terms and Conditions in relation to the Trial Product.

22.2 Customer may access and use the Trial Product for the period stated on the Quote ("**Trial Period**"). Customer's right to use Trial Product shall terminate automatically at the end of the Trial Period.

22.3 Customer acknowledges that it is being given access to Keyloop's commercial products and services in order for Customer to assess the Trial Product to determine whether to enter into a new Quote for full use of the Product.

22.4 Keyloop provides the Trial Product 'as-is' and without warranties of any kind, although Keyloop shall use reasonable endeavours to prevent against the introduction of any Disabling Device and shall provide reasonable assistance with the reconstruction of lost or altered files, data or programs if a Disabling Device causes any damage.

22.5 Customer acknowledges that the provisions of clause 22.4 shall (subject to any liability that may not be excluded by Applicable Law and without prejudice to any further limitations as are set out in clause 15) be the full extent of Keyloop's liability to Customer in connection with the use of any Trial Product and shall constitute Customer's sole and exclusive remedy with respect to the use of any Trial Product or the performance of Keyloop's obligations under this Agreement.

23   BETA PRODUCTS

23.1   This clause 23 applies where any Product is denoted as 'beta' on a Quote ("**Beta Product**") and shall take precedence over any conflicting terms in these Standard Terms and Conditions in relation to the Beta Product.

23.2   For the purpose of this clause, the following terms shall have the following definitions:

23.2.1   **Beta Testing Appendix** means the separate document attached to the Quote outlining the purpose of the Beta Product testing, Beta Test Use Cases to be undertaken and key operational detail; and

23.2.2   **Beta Test Use Cases** means the tests set out in the Beta Testing Appendix.

23.3   Keyloop shall:

23.3.1   use reasonable endeavours to ensure correct operation of the Beta Product;

23.3.2   configure and make the Beta Product available for Customer to use; and

23.3.3   provide reasonable support and guidance regarding the Beta Product.

23.4   Customer shall:

23.4.1   use all the features of the Beta Product;

23.4.2   carry out the testing of all Beta Test Use Cases during the test period set out in the Beta Testing Appendix;

23.4.3   provide detailed feedback to Keyloop in relation to each Beta Test Use Case;

23.4.4   promptly notify Keyloop of any issues with the performance or functionality of the Beta Product; and

23.4.5   provide such other co-operation in relation to the testing of the Beta Product as Keyloop may reasonably request.

23.5   Either party may terminate the Beta Product without cause and without payment of any compensation, damages or charges at any time by providing 2 weeks' notice to the other party.

23.6   The parties acknowledge that the nature of a Beta Product is that it is a work in development and has not previously undergone comprehensive testing. Customer accepts that the Beta Product may contain defects which may affect the performance of the Beta Product and any other Products, Customer equipment or Non-Keyloop Product used in conjunction with the Beta Products.

23.7   Subject to clause 23.3.1, the Beta Product is provided by Keyloop 'as-is' and without warranties of any kind, although Keyloop shall use reasonable endeavours to prevent

against the introduction of any Disabling Device and shall provide reasonable assistance with the reconstruction of lost or altered files, data or programs if a Disabling Device causes any damage.

23.8   Customer acknowledges that the provisions of this clause 23 shall (subject to any liability that may not be excluded by Applicable Law and without prejudice to any further limitations as are set out in the Standard Terms and Conditions) be the full extent of Keyloop's liability to Customer in connection with the use of any Beta Product and shall constitute Customer's sole and exclusive remedy with respect to the use of any Beta Product or the performance of Keyloop's obligations under this Agreement.

24   FORCE MAJEURE

24.1   A party shall not be in breach of this Agreement (except for those in relation to payment) as a result of Force Majeure (and the date for performance of the obligations affected shall be extended accordingly), provided that such party complies with the obligations set out in this clause 24.

24.2   The party affected by Force Majeure shall promptly notify the other party of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

24.3   The party affected by Force Majeure shall take reasonable steps to minimise its effect on the performance of its obligations under this Agreement.

24.4   If Force Majeure continues for longer than 3 consecutive months either party may terminate this Agreement or the affected Product by giving 30 days' notice to the other party.

25   TRANSFER AND SUBCONTRACTING

25.1   Customer may not assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without Keyloop's prior written consent.

25.2   Keyloop may assign, transfer or sub-contract any or all of its rights and obligations under this Agreement in whole or in part.

26   THIRD PARTY RIGHTS

26.1   Unless expressly stated otherwise in this Agreement, a person who is not a party to this Agreement has no rights (whether implied by Applicable Law or otherwise) to enforce any provision of this Agreement.

26.2   The rights of the parties to terminate or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

27 VARIATION

27.1 Subject to clause 4.5, no purported alteration or variation of this Agreement shall be effective unless it is agreed in writing by the parties.

28 WAIVER

28.1 The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Agreement shall be in writing. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

29 SEVERABILITY

29.1 If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

29.2 If any void or unenforceable part of this Agreement would be valid and enforceable if some part of it were deleted, the part shall apply with the minimum modification necessary to make it valid and enforceable.

30 ENTIRE AGREEMENT

30.1 This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter.

30.2 The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.

30.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations shall be those arising from breach of contract and irrevocably and unconditionally waives any right it may have to any other claim, cause of action, rights or remedies including any right to rescind this Agreement, which it might otherwise have had in relation to them.

31   NOTICES, GOVERNING LAW AND JURISDICTION

31.1   Any notices sent under this Agreement must be in writing and sent by hand, registered post, pre-paid air mail or email. Notices are deemed delivered as follows:

31.1.1   For notices served by hand, the day of delivery or (if it is not a Business Day) the next Business Day.

31.1.2   For notices served by registered post, 2 days after the date of posting or (if that day is not a Business Day) the next Business Day.

31.1.3   For notices served by pre-paid airmail, 5 days after the date of posting or (if that day is not a Business Day) the next Business Day.

31.1.4   For notices served by email, the day of transmission or (if it is not a Business Day or if transmission takes place after 17:00 hours) on the next Business Day. The sending party must provide evidence of sending the notice by email within 2 Business Days of receipt of a request to do so by the other party. If such evidence is not provided, the email shall not constitute a valid notice.

31.2   Details for sending notices to Keyloop, the law that applies to this Agreement (and any dispute or claim arising out of or in connection with it) and the courts with exclusive jurisdiction over any disputes or claims arising out of or relating to this Agreement, are set out in the following table:

Territory	Email address	Governing law	Jurisdiction (Courts unless otherwise specified)
Austria	AustriaAR@keyloop.com	Austria	Vienna, Austria
Belgium	BelgiumAR@keyloop.com	Belgian	Melle, Belgium
Canada	CanadaAR@keyloop.com	Ontario (and applicable Federal law of Canada)	Ontario, Canada
Denmark	DenmarkAR@keyloop.com	Danish	Denmark
Finland	FinlandAR@keyloop.com	Finnish	Finland
France	FranceAR@keyloop.com	French	Bobigny, France
Germany	GermanyAR@keyloop.com	Federal Republic of Germany	Dusseldorf, Germany
Ireland	IrelandAR@keyloop.com	Irish	Ireland

Territory	Email address	Governing law	Jurisdiction (Courts unless otherwise specified)
Italy	Keyloop.Italy@pec.it	Italian	Padua, Italy
Japan	JapanAR@keyloop.com	Japanese	Japanese Commercial Arbitration Association. The tribunal shall consist of three (3) arbitrators of which each Party shall appoint one arbitrator and the third arbitrator shall be jointly appointed by the two arbitrators appointed by the Parties. If the two arbitrators are unable to agree on the third arbitrator within twenty (20) days after the said two arbitrators are appointed by the Parties, such third arbitrator shall be appointed by the Chairman of JCAA. The arbitration shall be conducted in Japanese or English as may be agreed by the parties.
Korea	KoreaAR@keyloop.com	Republic of Korea	Korean Commercial Arbitration Board for arbitration in Seoul. The tribunal shall consist of 3 arbitrators; each party shall appoint 1, with the third jointly appointed by the two arbitrators. Arbitration to be conducted in English. The losing party shall bear the costs of arbitration.
Mexico	MexicoAR@keyloop.com	Mexican	Mexico City, Mexico
Portugal	PortugalAR@keyloop.com	Portuguese	Lisbon, Portugal
Singapore	ARSingapore@keyloop.com	Singaporean	Singapore International Arbitration Center, for arbitration in Singapore. The tribunal shall consist of 3 arbitrators; each party shall

Territory	Email address	Governing law	Jurisdiction (Courts unless otherwise specified)
			appoint 1, with the third jointly appointed by the two arbitrators. Arbitration to be conducted in English. The losing party shall bear the costs of arbitration.
South Africa	SouthAfricaAR@keyloop.com	Republic of South Africa	Republic of South Africa
Spain	SpainAR@Keyloop.com	Spanish	Madrid, Spain
Sweden	SwedenAR@keyloop.com	Swedish	Sweden
Switzerland	SwitzerlandAR@keyloop.com	Swiss	Zurich, Switzerland
Thailand	ARThailand@keyloop.com	Thai	Thai Arbitration Institute, Bangkok. 3 arbitrators, each party shall appoint 1, with the third jointly appointed by the two arbitrators. Arbitration to be conducted in English. The losing party shall bear the costs of the arbitration.
The Netherlands	NetherlandsAR@keyloop.com	Dutch	Utrecht, the Netherlands
Middle East	MEAR@keyloop.com	English	London Court of International Arbitration. 1 arbitrator to be agreed by the parties or, failing such agreement, appointed in accordance with LCIA rules. Location of arbitration in Dubai, conducted in English. The losing party shall bear the costs of arbitration. Does not prevent either party seeking interim relief in a court of competent jurisdiction.

Territory	Email address	Governing law	Jurisdiction (Courts unless otherwise specified)
UK	UKAR@keyloop.com	English	England

31.3   All notices served by a party on the other shall clearly identify Customer and the applicable Agreement.

31.4   Any notice sent to Keyloop shall be sent to the relevant address set out on the Quote or such other address as Keyloop may notify Customer of from time to time. Keyloop shall send notices to Customer at the address outlined on the Quote or such other address as provided by Customer from time to time.

31.5   This clause does not apply to the service of any proceedings or other documents in any legal action or arbitration.

APPENDIX 1

Territory Specific Terms

1   **Austria**

For the purposes of clause 10.9 of the Standard Terms and Conditions, the prevailing interest rate shall be the statutory interest rate applicable to business to business contracts according to section 456 of the Austrian Business Code (*Unternehmensgesetzbuch – UGB*).

2   Belgium

2.1   Customer acknowledges that it is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, so as to allow Customer to understand these Standard Terms and Conditions and the Documentation comprising the Agreement.

2.2   For the purposes of clause 10.9 of the Standard Terms and Conditions, the prevailing interest rate shall be equal to 1% per month, as well as a lump sum of 12% on the unpaid amount.

3   Canada

3.1   For the purposes of clause 10.9 of the Standard Terms and Conditions and Customer's obligation to pay interest on overdue amounts from the due date, the prevailing interest rate shall be equal to 1.5% per month (18% per annum), accruing on a daily basis and shall be compounded monthly.

3.2   Customer acknowledges that a French version of this Agreement has been provided to Customer. If Customer chooses to execute only the English version of this Agreement, Customer will be deemed to have required that the Agreement be drafted in English only.

4   France

4.1   Clause 10.9 (Charges and Payment) shall be deleted and replaced with:

"If any Charges are not paid when due then, without prejudice to Keyloop's other rights under this Agreement, Keyloop may charge the Customer interest on the amount unpaid at an interest rate equal to the interest rate applied by the European Central Bank to its most recent refinancing transaction increased by 10 (ten) percentage points, from the Due Date until payment complete, as well as a lump sum indemnity of forty (40) euros per invoice for recovery costs."

5   Germany

5.1   Clause 10.9 (Charges and Payment) shall be deleted and replaced with:

"If any Charges are not paid when due then, without prejudice to Keyloop's other rights under this Agreement, Customer shall pay interest on the overdue amount from the due date until payment is made in full at a default interest rate of 9 percentage points above the applicable base rate, whether before or after judgment. Keyloop reserves the right to assert damage in a higher amount."

5.2   Clause 12.4 (Intellectual Property Rights Indemnity) shall be deleted and replaced with:

"Keyloop's (including Keyloop's legal representatives or agents (Erfüllungsgehilfen)) liability arising from and in connection with the infringement of any third party Intellectual Property Rights is further limited pursuant to the provisions of clause 15."

5.3   Clause 14.3 (Data) shall be deleted and replaced with:

"Customer shall defend Keyloop, its officers, directors and employees against any claim that Customer Data infringes any Intellectual Property Rights, and shall indemnify Keyloop for any amounts awarded against Keyloop in any final judgment or reasonable settlement of such claims. A settlement is reasonable if it appears to be commercially rational at the time of entering into the settlement, considering the risks, anticipated costs and expenses."

5.4   Clauses 15 (Liability) shall be deleted in its entirety and replaced with:

"15.1   Keyloop shall be liable in principle (Haftung dem Grunde nach) only for claims for damages of the Customer based on damage to life, limb or health or based on the breach of material contractual obligations ("cardinal obligations" (wesentliche Vertragspflichten), i.e. obligations that need to be fulfilled in order to facilitate the proper performance of the contract and which the Customer has a legitimate expectation will be fulfilled), as well as for other damages attributable to an intentional or grossly negligent breach of obligation by Keyloop, its legal representatives or agents (Erfüllungsgehilfen) and for damage for which it is liable under mandatory statutory provisions (e.g. under the German Product Liability Act (ProdHaftG), in case Keyloop has fraudulently concealed a defect or has assumed an independent guarantee for the condition of the goods (Beschaffenheitsgarantie)).

15.2.   In case of a breach of cardinal obligations (wesentliche Vertragspflichten), Keyloop is liable only for the amount of foreseeable damage typical of this kind of contract if such damage was caused by simple negligence, unless the claim for damages of the Customer is based on damage to life, limb, health or on mandatory statutory provisions.

15.3. Unless the conditions set forth in Clauses 15.1. and 15.2. are met, the liability of Keyloop in cases of simple negligence:

15.3.1 for direct damages is limited to in total 100% of the Charges paid by Customer in relation to the relevant Services during the 12 months immediately preceding the date on which the claim for damage first arose; and

15.3.2 for indirect damages caused not to the performance object itself (e.g. loss of profits, indirect consequential losses, etc.) is excluded.

15.4   Subject to clause 15.1, the liability of Keyloop in case of simple negligence:

15.4.1 for any loss of or damage to Customer Data is limited to damages that could not have been avoided even if the Customer had properly backed up the data; and

15.4.2 for any loss of or damage to Customer Data is limited to the reasonable costs for restoring the lost or damaged Customer Data from the most recent successful Back-Up.

5.5   The following sentence 2 is added to clause 16.1 (Confidentiality):

"Each party shall not modify, reverse engineer, decompile, disassemble or synthesize any Confidential Information."

6   Italy

6.1   The definition of 'Business Day' in clause 1 of the Standard Terms and Conditions shall be amended to read as follows:

"Monday to Friday but excluding any days on which credit institutions are required or permitted to be closed in the city of Milan."

6.2   A Quote, once signed by Customer, shall be considered as a proposal according to section 1326 of the Italian Civil Code. A Quote is not binding on Keyloop unless and until accepted by Keyloop.

6.3   In connection with safety costs, the parties expressly acknowledge and agree that, as the Services have an intellectual nature, safety costs pursuant to paragraph 5 of article 26 of Decree 81/2008 are equal to €0 (zero).

6.4   Customer warrants that it acts exclusively for purposes related to its business activity and, therefore, does not fall within the definition of "consumer" under Applicable Law (including legislative Decree No. 206 of 6 September 2005).

7   Japan

7.1   For the purposes of clause 10.9 of the Standard Terms and Conditions and Customer's obligation to pay interest on overdue amounts from the due date, the prevailing

interest rate shall be equal to 14.6% per annum calculated on a per diem basis (365 days in one year), accruing on a daily basis and shall be compounded monthly.

7.2   Anti-Social Forces

(a)   The parties each represent and warrant to the other with respect to this Agreement and any ancillary agreements, that neither itself nor its officers or employees qualifies as an "Anti-Social Force" (meaning, organised crime groups, members of organised crime groups, individuals who have ceased to be members of organised crime groups during the preceding five (5) years, quasi-members of organised crime groups, organised crime group-related enterprises, corporate extortionists (*sokaiya*), organised crime groups feigning advocacy of a social movement, etc. (*shakai-undo-to-hyobo-goro*), organised crime groups that misuse specialised knowledge to obtain unlawful advantages (*tokushu-chino-boryoku-shudan*) and/or any others equivalent to the foregoing; the same shall apply hereinafter), and that they have no relationship with Anti-Social Forces that would qualify under any of the subparagraphs of clause 7.2(b) below.

(b)   In the event that either party judges, pursuant to reasonable grounds, that the other qualifies under any of the following, it may terminate all or part of this Agreement and any agreements ancillary hereto without peremptory notice. In this event, the terminated party shall make no claim against the other party in respect of damages arising from such termination: (i) when it is or has been an Anti-Social Force; (ii) when an Anti-Social Force controls its business; (iii) when an Anti-Social Force is substantially involved in its business; (iv) when it unjustifiably utilises an Anti-Social Force for the purpose of obtaining an illegitimate benefit either for itself or a third party, for the purpose of causing damages to a third party; (v) when it is involved with an Anti-Social Force by providing it with capital or other conveniences; (vi) when a person substantially involved in its management such as an officer has a socially unacceptable relationship with an Anti-Social Force; and/or (vii) when it engages (either itself or via a third party) in conduct qualifying under any of the following: making demands accompanied by violence; making unjustifiable demands that exceed any reasonable obligation within the bounds of the law; using threatening words or conduct, or using violence in relation to a transaction; disseminating rumours, using fraud or force to damage the credibility of the other party, or interfering with the business of the other party; and/or any other acts equivalent to the foregoing.

8   Saudi Arabia

Clause 10.9 (Charges) shall be deleted and replaced with the following:

"If any Charges are not paid when due then, without prejudice to Keyloop's other rights under this Agreement, Customer shall pay a delay fee that equals 1% of the outstanding Charges for every day following the payment due date until payment is made in full. Customer

acknowledges and agrees that the delay fee is a genuine pre-estimate of the actual losses which Keyloop would suffer as direct result of Customer's failure to pay any Charges when due."

9   Switzerland

Keyloop's right to vary the Charges pursuant to clause **Error! Reference source not found.** shall be limited in each case to a maximum of 2% above the consumer price index of the Federal Statistical Office of Switzerland.

10   Thailand

For the purposes of clause 10.9 of the Standard Terms and Conditions and Customer's obligation to pay interest on overdue amounts from the due date, the prevailing interest rate shall be equal to 5% per annum, accruing on a daily basis.

11   UAE

11.1   The parties acknowledge and agree that each party's entitlement to terminate this Agreement under clauses 20 and 25 is in accordance with the meaning of consent and mutual consent under the United Arab Emirates Civil Code (UAE Federal Law No. 5 of 1985) including Article 267 of that law, and that a court order will not be required to give effect to any termination of this Agreement under clauses 20 and 25.

12   UK

12.1   For the purposes of this clause, the following defined terms shall have the following meanings:

Consumer Duty   the overarching principle ('Principle 12' of the FCA's Principles for Business) and new rules that require FCA authorised firms to deliver good outcomes to retail customers, with effect from 31 July 2022, when they manufacture and/or distribute regulated financial products or services; and

FCA   the Financial Conduct Authority (and any successor regulatory authority).

12.2   The Services provided by Keyloop to Customers under this Agreement do not constitute regulated financial services products or services under the Financial Services and Markets Act 2000 (as amended) and associated secondary legislation. Accordingly, Keyloop is not authorised or regulated by the FCA.

12.3   Keyloop is a technology and digital solutions provider only.   Keyloop does not materially influence or exercise any discretion over retail customer outcomes.

12.4   In providing the Services to Customers, Keyloop is neither a manufacturer nor distributor for the purposes of the Consumer Duty.