1. GENERAL

These Terms and Conditions (the "**T&C**") apply to all services provided by Mapp to the Client and are part of the Agreement. They cover the use of Mapp's software and services.

In the event of any conflict or inconsistency between the terms of the documents comprising this Agreement, the order of precedence shall be as follows (in descending order of priority):

(a) any applicable Order Form or Statement of Work (SOW);

(b) the Service Level Agreement (SLA);

(c) the main body of this Agreement, including its schedules and appendices;

(d) the Acceptable Use Policy (AUP); and

(e) any other referenced documents or policies.

To the extent possible, the provisions of these documents shall be construed to be complementary rather than in conflict. However, in the case of direct conflict, the document higher in the above order of precedence shall prevail, but only with respect to the specific subject matter in question.

2. DEFINITIONS

2.1 **Affiliate**: an entity that controls, is controlled by, or is under common control with a party.
2.2 **Agreement**: the master agreement, which incorporates by reference these T&C, the DPA and all SOW's executed between Mapp and Client.
2.3 **Acceptable Use Policy (AUP)**: guidelines that govern how the Client may use the Mapp Services. This policy is incorporated by reference and may be updated by Mapp. The latest version is published on Mapp's website: www.mapp.com/acceptable-use-policy.
2.4 **Authorized User**: Any person, organization, or entity allowed by Client to use the Mapp services.
2.5 **Client:** the customer using the Mapp Services.
2.6 **Confidential Information**: The inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned or licensed by Mapp, its subcontractors, licensors or Client, which are designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature.
2.7 **Content**: Any data, images, programming, code, photographs, illustrations, graphics, audio/video clips or text used on Client's website(s) and/or provided to Mapp by Client for incorporation into and/or transmission or posting using the Mapp Services (or as otherwise provided in the Agreement), including, but not limited to, any and all marketing, advertising and promotional materials, technical information and product descriptions.
2.8 **Data Processing Agreement (DPA):** The agreement governing the collection, processing and protection of personal data, signed by both parties.
2.9 **Deliverable:** a tangible or intangible product or service produced as a result of Professional Services.
2.10 **Mapp:** The Mapp Digital entity which is a counterparty to the Agreement.
2.11 **Mapp Materials**: Any materials (including without limitation documentation) provided by Mapp for use by Client in connection with the Mapp Services, all of which materials, including all rights therein, shall be exclusively owned by Mapp or its licensors.
2.12 **Mapp Services**: all software, tools, and services offered by Mapp, including Subscription and Professional Services. Mapp
2.13 **Party(ies)**: Mapp and/or Client.
2.14 **Personal Data:** as defined in the DPA.
2.15 **Professional Service(s):** Additional services which may be scoped separately.

2.16 **Recipient**: Any person to whom Client or Client's Authorized Users send communications using the Subscription Services.
2.17 **SLA:** Mapp's Service Level Agreement pertaining to uptime available upon request.
2.18 **SOW:** a document, signed by both parties, that outlines specific services, deliverables, pricing and timing.
2.19 **Subscription Service(s):** Cloud-based software provided on a subscription basis.
2.20 **Term** shall have the meaning set forth in Section 6.1.
2.21 **Trademarks**: Registered or unregistered logos, marks, and branding materials owned by either Party.

3. MAPP RESPONSIBILITIES

3.1 **Subscription Services Provision.** Mapp shall provide the Subscription Services a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, access and use basis for the Client's internal business use only. This grant of rights by Mapp is made solely to Client for specific use as specified in the SOW, and not, by implication or otherwise, to any Affiliate of Client.

3.2 **Ownership and Improvements.** Mapp retains ownership of all software, enhancement, updates, and any materials developed during the Term of the Agreement. The Mapp Services and the intellectual property operating it are protected by international copyright treaties.

Nothing in this Agreement shall be construed to be a transfer of any intellectual property rights in the Subscription Services. Improvements, enhancements or developments to the Subscription Services are not to be treated as commissioned works or works for hire. The Customer shall only have the rights expressly granted under this Agreement, and no implied rights are granted.

The Mapp Services are provided as an online service only, and Client shall have no right whatsoever to receive, review, or otherwise use or have access to the source or object code for the Mapp Services.

3.3 **Subscription Services Changes.** Mapp may, in its sole discretion, modify, update, improve, add to the Subscription Services (including without limitation improving or adding new or changed features and/or functionality to the Subscription Services) but shall not materially reduce their core functionality during the Term of the SOW.

3.4 **Notice of Changes.** Mapp will use commercially reasonable efforts to provide prior notice to the Client of any material changes to the core Subscription Services.

3.5 **Secure system environment**. Mapp will deliver the Subscription Services in a secure system environment, which the Client can access remotely. To use the Subscription Services, Client must employ a browser or API client compliant with security standards and applicable data protection laws.

3.6 **Compliance.** Mapp shall comply with all applicable laws and regulations applicable to Mapp in providing Subscription Services to Client.

4. CLIENT RIGHTS AND OBLIGATIONS

4.1 **Compliance and Acceptable Use.** Client shall comply with all applicable laws, regulations and Mapp's AUP when using the Mapp Services.

4.2 **Restrictions on Use**. Client shall not: (1) resell, sublicense, or share access to the Mapp Services with third parties or Affiliates unless expressly permitted in writing by Mapp; (2) attempt to copy, translate, reverse engineer, decompile, modify, or create derivative works based on the Subscription Services, attempt to bypass any technical restrictions, incorporate into or with other software except where Mapp expressly granted approval in writing and Mapp is not allowed to restrict Client under applicable law; (3) use a single account for multiple business entities (including without limitation Client's Affiliates), unless specifically authorized by Mapp in writing; (4) provide third parties with access to its Mapp Services account; (5) attempt to circumvent any license, timing or use restrictions that are built into the Mapp Services; (6)

use the Mapp Services in violation of Mapp's AUP as further described below; (7) use Mapp Services in a way that infringes, misappropriates or violates any person's rights; (8) use output from the Mapp Services to develop models that compete with Mapp Services; (9) use any automated or programmatic method to extract data or output from Mapp Services, including scraping, web harvesting or web data extraction; (10) represent that output from the Mapp Services was human-generated when it is not (where applicable); (11) use Mapp Services outside the territories agreed with Mapp . Client shall immediately notify Mapp of any violation of the foregoing, whether by Authorized Users or any other party, of which Client becomes aware.

It is Client's sole responsibility to keep its password(s) and/or account information strictly confidential except as necessary for use by Authorized Users.

4.3   Use by Authorized Users. Each Authorized User must use unique credentials. Client is responsible for all actions or activities taken through its accounts, including by Authorized Users. Mapp is not liable for any loss or damage resulting from unauthorized use or access unless directly caused by Mapp's gross negligence or willful misconduct. If any unauthorized use of Client's account(s) or password(s) occurs, Client must immediately notify Mapp of such unauthorized use via phone and/or email.

4.4   AI, Automation and Competitive Use. Client must not use the Mapp Services to train artificial intelligence models, build competitive tools, or extract data using automated methods such as scraping. Client may opt into computer generated output features available in certain Subscription Services as defined in the SOW.

Where Client has opted in to receive such computer-generated output, Client acknowledges that artificial intelligence and machine learning are rapidly evolving fields of study. Mapp is constantly working to improve its computer-generated output features to make them more accurate, reliable, safe and beneficial.

Given the probabilistic nature of machine learning, use of Mapp's computer-generated output features may in some situations result in incorrect output that is not accurate. Client should evaluate the accuracy of any computer-generated output as appropriate for its use case, including by using human review of the output.

Due to the nature of machine learning, computer generated output may not be unique across clients and the same or similar outputs may be generated for other users depending on the input provided.

4.5   Compliance. Client shall not process sensitive personal data or financial information through the Mapp Services unless expressly agreed by Mapp. Client shall ensure that any use of personal data complies with applicable data protection laws. Mapp shall comply with all applicable laws and regulations applicable to Mapp in providing Subscription Services to Client. Client is responsible for the identification and interpretation of any applicable laws, regulations, and industry best practice standards that affect Client's usage of the Mapp Services and Mapp's performance of Services for and/or on behalf of Client. It is Client's responsibility to ensure compliance with any such requirements. Client shall reconcile the default settings of the Subscription Services with its specific requirements.

4.6   Intellectual Property and Content Licensing. Any content, list of Recipients (including derivatives thereof) or Trademarks provided by Client will be properly licensed. Client grants Mapp a limited non-exclusive right to use such content, list of Recipients, and Trademarks solely to provide the Mapp Services in accordance with the Agreement.

4.7   Suspension of Rights. Mapp may suspend the Mapp Services, without notice or opportunity to cure, if Client or its Authorized Users breach this section 4, the AUP or applicable laws.

5.   FEES AND PAYMENTS

5.1   Subscription Service Fees.   The Subscription Service fees designated in the SOW shall be prepaid in annual installments. Any unused volume will not be carried forward into the next Term.

5.2   Overage Fees. Mapp will invoice Client in the month following that Client exceeds the allocated allowance, based on the overage rate indicated in the SOW.

5.3   One-Time Fees. One-time fees shall be invoiced upon execution of the applicable SOW for services specified therein, or on the date on which Mapp and Client mutually agree in writing.

5.4   Professional Service Fees.   Professional Service Fees will be charged and invoiced in accordance with the applicable SOW. Except as expressly provided in the SOW: (a) quoted service rates are valid for twelve (12) months from the start date of the SOW. After that, Mapp may apply its current service rates when the Professional Services are performed; and (b) any prepaid Professional Services must be utilized within twelve (12) months of the date of the SOW or they will lapse and will not be reimbursed. Any monthly allotment of hours for services, as stated in the applicable SOW, may be used only during the month in which such hours were intended, and may not be carried forward to subsequent months. Client will not be entitled to a credit for any unused hours for a given calendar month. All travel and out-of-pocket expenses pre-approved by Client and incurred by Mapp personnel in connection with the performance of the Agreement shall be reimbursed by Client; all expenses not billed directly to Client shall be submitted for reimbursement together with original Mapp receipts.

5.5   Subcontractor-related Price Changes or Errors. Mapp may correct pricing errors or mistakes even if Mapp has already issued an invoice or received payment. If Mapp's subcontractors (for instance, for computer generated output features available in certain Mapp Services, or for other Mapp Services such as SMS) increase their prices, Mapp may increase our prices accordingly by posting notice to Client's account and/or to Mapp's website. Such price increases will be effective 30 days after they are posted, except for increases made for legal reasons or increases made to beta services, which will be effective immediately. Any price changes will apply to the fees charged to Client's account immediately after the effective date of the changes.

5.6   Price Adjustments. Subscription Services fees shall automatically increase annually by the percentage change in the UK Retail Price Index (RPI) + 3%. A comparable index may be used if the RPI is no longer published. In multi-year agreements, this adjustment applies each year. Mapp will give Client 30 days' prior written notice.

5.7   Payment Terms. Unless stated otherwise, all invoiced amounts shall be due and payable no later than seven (7) days from the date of the subject invoice. Payments must be made as outlined in the SOW or by another means as may be approved in writing by Mapp. If Client does dispute an invoice in writing within seven (7) days, the invoice will be considered correct and final. Disputing part of an invoice does not allow Client to delay or withhold payment of the full amount.

5.8   Late payments. Payments not received by the due date may result in service suspension after a ten (10) business days written notice. If Client fails to make payments when due, Mapp may charge interest at a rate of 1.5% per month (or the highest rate permitted by law, if lower) on all overdue amounts. Client shall also be responsible for any reasonable costs incurred by Mapp in collecting late payments, including legal fees and collection agency charges.

5.9   Taxes. All fees are exclusive of VAT and other applicable taxes. If VAT or any similar tax is required to be collected by Mapp under UK law, it will be added to the invoice and payable by the Client. Mapp may also, at its sole discretion, retroactively invoice the Client for any such taxes not previously billed where required by applicable law.

6.   TERM & TERMINATION

6.1   Term and Renewal. The Agreement remains in effect for a period of 3 years except if specified otherwise in the SOW (the "Term") and renews automatically for an identical Term unless either party provides 90 days' prior written notice before the end of the current Term.

6.2   Termination for Breach and other causes. Either Party may terminate the Agreement by giving written notice if the other Party: breaches a representation or warranty in this Agreement or fails to substantially perform its obligations, provided that the non-breaching Party gives written

notice describing the issue and, the breaching Party does not cure the issue within thirty (30) days of receiving the notice, to the non-breaching Party's reasonable satisfaction.

Either Party may immediately terminate the Agreement, without opportunity to cure if: (a) the other Party substantially ceases to carry on business in the ordinary course (excluding a bona fide sale of business or company restructure); or (b) a Party becomes insolvent, enters administration, liquidation, or any analogous insolvency proceedings, or has a received appointed over its assets, and such proceeding is not discharged within 30 days. If Mapp terminates this section, the Client remains responsible for all payment due for the current Term. If Client terminates due to an uncured breach by Mapp, Mapp will refund any prepaid fees for unused Mapp Services on a prorated basis.

6.2A**Termination due to Subcontractor Non-Performance.** In the event that a subcontractor materially relied upon by Mapp ceases to perform its obligations, and Mapp is unable – after reasonable efforts – to source an alternative provider on commercially acceptable terms, Mapp may terminate only the affected parts of the Mapp Services. Mapp will refund any prepaid fees relating to the unused portion of the terminated services, under this section 6.2A, calculated on a prorated basis. This clause does not release Mapp of its duty to mitigate or its responsibility for the general performance of the Agreement.

6.3**Post-termination Obligations**. Upon termination, each Party must return or destroy the other's Confidential Information and Client shall discontinue using the Mapp Services. Termination shall not affect each Party's payment obligations to the other Party in connection with activities prior to termination of the Agreement. In addition, in the event Mapp terminates the Agreement for cause, as set forth above, all unpaid fees payable by Client through the effective date of termination shall accelerate and become immediately due and payable.

6.4**Survival**. Sections 7, 8, 9, and 12 of the T&Cs, and any other provisions of the Agreement which, by their terms, require performance after the termination of the Agreement, or have application to events that may occur after such termination, shall survive the termination of the Agreement.

7.   CONFIDENTIALITY

7.1**In General**. Each Party agrees to maintain in strict confidence all Confidential Information disclosed by the other Party and shall not, without the prior written consent of the disclosing Party: (a) disclose such Confidential Information to third parties other than its employees, contractors, agents, or professional advisers who have a legitimate need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein, or (b) use such Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement, without the other Party's express prior written consent to do so. The terms of the Agreement including pricing and all information related to the Mapp Services, shall be deemed Confidential Information. Each Party is liable for unauthorized disclosure or misuse of Confidential Information by its employees, agents, contractors or advisers. The confidentiality obligations continue for three (3) years after termination or expiry of the Agreement.

7.2**Exclusions from Confidentiality**. The obligations of confidentiality in Section 7.1 shall not apply to information that the receiving Party can reasonably demonstrate: (i) is or becomes lawfully available to the public through no act or omission of the receiving Party or its agents, employees, contractors or representatives; (ii) is lawfully received from a third party not under an obligation of confidentiality;; (iii) was already known to the receiving Party on a non-confidential basis prior to its disclosure; (iv) is approved in writing by the disclosing Party for disclosure; or (v) is independently developed by the receiving Party or its employees without access to or use of the disclosing Party's Confidential Information, as evidenced by written records.

7.3**Compelled Disclosure**. In the event the receiving Party is required by law, regulation, or court order to disclose Confidential Information, it shall (to the extent permitted by law) promptly notify the disclosing Party and provide reasonable cooperation to enable the disclosing Party to seek a protective order or other appropriate remedy. If such protection is not

obtained, the receiving Party may disclose only that portion of the Confidential Information which is legally required to be disclosed, and such disclosed information shall remain Confidential Information subject to this Agreement.

8.   WARRANTIES

8.1**Authority, Capacity and Compliance with Applicable Laws.** Each Party represents and warrants to the other Party that:

(i) it has full right, power and authority to enter into and fully perform its obligations under the Agreement, including the right to bind any party it purports to represent; (ii) the execution, delivery and performance of this Agreement does not and will not conflict with or breach any other agreement, obligation, or law to which it is subject; and (iii) shall comply, and for Client shall ensure compliance of Authorized Users, with all applicable laws, rules and regulations in connection with its performance under this Agreement and its business.

Each Party warrants compliance with all applicable UK and EU laws, including not limited the Data Protection Act 2018 and the UK GDPR, where relevant. These warranties are enforceable in business-to-business contexts and do not limit or exclude any statutory rights that cannot be excluded under UK law.

8.2**Mapp Warranties**.

The Mapp services are provided to client "as is," and "as available" and without warranty of any kind, and Mapp and its subcontractors disclaim any and all express or implied warranties with regards to the Mapp services, including without limitation merchantability, fitness for a particular purpose, satisfactory quality, non-infringement and title. Without limiting the foregoing, Mapp (and its subcontractors) do not warrant that the Mapp services will meet client's needs requirements or those of its authorized users, that the operation of the Mapp services will be uninterrupted, accurate or error-free, that any content will be secure or not lost or altered or that all defects in the Mapp services will be corrected. Mapp does not warrant or make any representation regarding the use of, or the results of the use of, the Mapp services or documentation (including without limitation information obtained through the Mapp services) in terms of their correctness, accuracy, quality, reliability, or otherwise. Client warrants that it has not relied on any information or representation provided by or on behalf of Mapp which is not expressly included in this agreement.

However, nothing in this Section shall be construed to limit or exclude any express service levels, remedies or performance commitments set out in the Service Level Agreement, which shall remain in full force and effect notwithstanding the foregoing disclaimer.

9.   INDEMNIFICATION/LIMITATIONS OF LIABILITY

9.1**Indemnification by Client**. Client and its successors and assigns shall indemnify, defend, and hold harmless Mapp, its Affiliates, subcontractors, licensors and their successors and assigns from and against and in respect of any and all demands, judgments, losses, costs, expenses, obligations, liabilities, damages, fines, recoveries and deficiencies, including without limitation interest, penalties, reasonable attorneys' fees and costs in connection with a third party claim, action, suit or proceeding (each, a "**Claim**") that any such indemnified party may incur or suffer, which arise, result from, or relate to: (a) Client's breach of any term or condition of the Agreement; or (b) the use of the Mapp Services by Client or any Authorized User in violation of the Agreement, applicable law, or the AUP, or (c) Content or materials provided by Client via the Mapp Services; (d) Client's products or services developed or offered in connection with the Mapp Services; or (e) Client's advertising or marketing practices. Client shall also be responsible for acts or omissions of its Authorized Users in connection with the Agreement.

This indemnity is intended to operate as a contractual obligation to compensate Mapp for loss of liability arising from third-party claims and does not require finding of negligence. Nothing in this clause shall relieve Mapp from its duty to mitigate loss.

9.2**Indemnification by Mapp**. Mapp and its successors and assigns shall indemnify, defend, and hold harmless Client and its successors and assigns from and against and in respect of any Claim alleging that the Mapp Services infringe a third party's intellectual property right under applicable UK

patent, trademark, or copyright law., Mapp shall pay any damages finally awarded by a court or agreed to in a settlement approved by Mapp. If the Mapp Services are found or likely to infringe, Mapp shall, at its own expense and option: (a) obtain the right for Client to continue using the affected Mapp Services; (b) replace or modify the Mapp Services to be non-infringing and functionally equivalent; (c) modify the Mapp Services to eliminate the infringement; or (d) if none of the above are commercially reasonable, terminate the affected Mapp Services upon written notice to Client. Mapp shall have no obligation to indemnify Client for Claims arising from: (1) the use of the Mapp Services not in accordance with this Agreement; (2) the combination of the Mapp Services Mapp with third-party software, systems, or content not provided by Mapp, unless otherwise agreed in the SOW; (3) modifications to the Mapp Services by anyone other than Mapp or its subcontractors; (4) use of a version of the Mapp Services after Mapp has provided a non-infringing version; or (5) continued use of the Mapp Services after Mapp has advised discontinuation due to a potential infringement issue. This Section sets out Mapp's, and its subcontractors', entire liability, and Client's sole remedy in relation to third-party intellectual property infringement claims.

This indemnity is given in lieu of any other liability Mapp may have under common law for third-party intellectual property claims.

9.3   Indemnification Procedure.

(a) **Notice of Claim:** A party seeking indemnification (the "Indemnified Party") shall promptly notify the indemnifying Party (the "Indemnifying Party") in writing of any Claim for which indemnification is sought. Failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations, except to the extent it is materially prejudiced by such failure.

(b) **Control of Defense:**

Upon receiving notice of a Claim, the Indemnifying Party shall consult with the Indemnified Party regarding the defense of the Claim. The Indemnifying Party may assume control of the defense only with the Indemnified Party's prior written consent, not to be unreasonably withheld. If the Indemnifying Party assumes the defense, it shall not settle without the Indemnified Party's prior written consent if the settlement: (i) imposes injunctive or equitable relief on the Indemnified Party; (ii) includes an admission of fault or wrongdoing by the Indemnified Party; or (iii) does not fully release the indemnified Party from all liabilities.

(c) **Cooperation**. The Indemnified Party shall provide reasonable assistance and cooperation in the defense of the Claim, at the Indemnifying Party's expense.

9.4   Limitation of Liability. The total liability of a Party under the Agreement for any cause shall not exceed the annual contract value. Nothing in this section shall have the effect of limiting or excluding any liability for that which cannot be excluded or limited by law.

9.5   No Consequential Damages. Subject to Section 9.4 (Limitation of Liability) and to the extent permitted by law, neither Mapp nor Client shall be liable to the other or to any third party for loss of profit, loss of business opportunity, loss of data, or any indirect or consequential loss or damage, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, and even if foreseeable, provided that this exclusion shall not apply to the extent such exclusion would be unreasonable under the Unfair Contract Terms Act 1977.

10.   PROFESSIONAL SERVICES

10.1   Ownership and License. Mapp and its suppliers retain ownership of and all rights to the Deliverables, including methodologies, processes and templates used by Mapp and/or its suppliers to create or modify them or which are incorporated into or embodied in them. Mapp grants Client the non-exclusive, non-transferable right to use the Deliverables for Client's internal use. Mapp may provide similar services or Deliverables to other persons so long as Mapp does not infringe Client's intellectual property rights. Deliverables are not covered by Mapp's standard support and maintenance unless otherwise agreed to by the Parties in an SOW. Any costs associated with modifying a Deliverable due to an upgrade or update to software shall be the Client's responsibility.

10.2   Delays. If Client causes any delays, such delays may affect the cost, schedule, services and/or Deliverables for the project. Mapp will inform Client when such delays result in a material increase in Mapp's project costs. Mapp may elect to invoice Client for Professional Services Mapp has had to re-perform or for resources Mapp has been unable to reasonably and productively deploy due to the delay.

Should Client choose to cancel or delay the delivery of Professional Services, Client must provide Mapp with at least thirty (30) days written notice prior to: (i) the date of termination of the Professional Services, or (ii) the date the Professional Services will be delayed.

10.3   Service Requirements. Unless the SOW specifies otherwise, Client is responsible for testing, certifying and loading any required software and/or data, as well as for the completeness, accuracy, quality, consistency, format, and integrity of the data.

10.4   Back-up.   Client is responsible for the selection and implementation of controls on access, use, and security of stored data (including, but not limited to, Personal Data). Client will make all the necessary backup copies of the completed and in-progress work product associated with the project which has been provided to or created by Client.

11.   DELIVERY AND ACCEPTANCE

11.1   Delivery Requirements.

The Mapp Services are not subject to formal acceptance testing and shall be deemed accepted upon delivery, provided that they substantially comply with to the specifications of the SOW.

Subscription Services shall be deemed delivered upon completion of the initial setup and provision of login credentials. Support and Maintenance shall be deemed delivered on a monthly prorated basis.

11.2   Client Requirements. Client shall provide Mapp with all necessary cooperation, information, data, files, material etc. in a timely manner to allow Mapp to perform its obligations under the Agreement and any applicable SOW.

In the event of delay caused by Client, Mapp's obligations shall be suspended only to the extent and duration of the delay. Mapp shall promptly inform Client of the nature and expected duration of any such delays.

12.   MISCELLANEOUS

12.1   Dispute Resolution. The Parties agree that all disputes arising out of the terms of the Agreement shall be subject to binding arbitration to take place in the city where the contracting Mapp entity is located and governed by the laws of such city's state and/or country without regard to any conflicts of laws provisions therein. The Parties agree the prevailing Party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The prevailing Party shall be entitled to recover attorneys' fees and other fees incurred in connection with the arbitration. The Parties specifically disclaim application of the United Nations Convention on the International Sale of Goods, 1980.

12.2   Notices. Any legal notice required or permitted under the Agreement shall be sufficiently given by Client to Mapp if delivered by express courier or by certified mail, return receipt requested, to the attention of the Legal Department at the address set forth in the Agreement and sent to the following email address: legal@Mapp.com.   Any legal notice required or permitted under the Agreement shall be sufficiently given by Mapp to Client by use of the address specified in the Agreement which may include electronic mail, postal mail or express courier.

12.3   Irreparable Harm. Each Party acknowledges that its breach of the Agreement would cause the other Party to suffer harm that cannot be adequately remedied by damages alone. Accordingly, without prejudice to any other rights or remedies available at law or in equity, either Party may seek injunctive relief and other equitable remedies in the event of such breach. Nothing in this Section shall limit the availability of any legal or equitable remedies that may be otherwise available under applicable law.

12.4   Non-Waiver/Severance.   No waiver of any provision of this Agreement shall: (a) be effective unless made in writing, or (b) be construed

to be a continuing waiver of such provision. Nor shall any failure to enforce any term of this Agreement constitute a waiver of future enforcement of that or any other term. In the event any portion of this Agreement is held to be invalid or unenforceable, such portion shall be construed as nearly as possible to reflect the original intent of the Parties, or if such construction cannot be made such provision or portion thereof shall be severable from this Agreement and shall not affect in any respect whatsoever the remainder of this Agreement

12.5 Subcontracting/Assignment. Client will not assign the Agreement, or its rights or obligations hereunder, without Mapp's prior express written consent. Mapp may, at its discretion, engage the services of subcontractors or agents to assist Mapp in the performance of its obligations, and will be responsible for the acts and omissions of such subcontractors and agents. For the avoidance of doubt, any subcontractor which is also considered a sub-processor will be engaged in accordance with the applicable DPA. Employees of Mapp Affiliates shall not be considered subcontractors for the purposes of the Agreement and shall be engaged as necessary to fulfill the obligations of the Agreement. Notwithstanding the foregoing, either Party may assign the Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

12.6 Non-solicitation. To the extent permitted by applicable law, during the Term of the Agreement and for a period of one (1) year after the termination of the Agreement, Client agrees it shall not knowingly solicit or attempt to solicit, either as an employee or contractor, any of Mapp's employees who are key to Mapp's performance of its obligations under the Agreement. Both Parties acknowledge that a breach of this Section 12.6 is a material breach not subject to cure, therefore giving Mapp the immediate right to terminate the Agreement.

12.7 Publicity. Neither Party may issue any press release regarding the subject matter of the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Client gives its approval and consent for Mapp to include Client's name and/or logo in their client lists and refer to Client on its website, in marketing materials and business conversations as a client.

12.8 No Third-Party Beneficiaries. The Agreement is made solely for the benefit of the Parties to the Agreement and their respective permitted successors and assigns. The terms, representations, warranties, and covenants of the Parties set forth in the Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any other person or entity, including without limitation Authorized Users.

12.9 Entire Agreement; Modifications. The Agreement contains the entire agreement of the Parties relating to the subject matter hereof, and supersedes any prior or contemporaneous agreement, discussion or undertaking, whether written or oral, related hereto. The terms of this Agreement and the AUP may be modified by Mapp from time to time, in its sole discretion, in the event of: (a) a change required by a subcontractor, addition or modification to applicable law, rule or regulation, or (b) adherence to changes in industry standards or to corporate best practices. Any such changes will be emailed to Client and/or posted on the Mapp website by Mapp no less than fourteen (14) calendar days prior to implementation of changes to the Agreement and/or the AUP. Any use of the Mapp Services after receipt of such notice shall be deemed to be continued acceptance of the revised terms of the Agreement and/or AUP. If Client uses Mapp Services prior to signing a DPA, Mapp's standard DPA terms, which can be found on www.mapp.com/contracts, shall apply. Except as otherwise set forth above, no other amendments, additions or modifications to the Agreement shall be valid or binding unless expressly agreed to in writing and physically signed by the Parties.

12.10 Export Compliance. Client represents and warrants that it and its Authorized Users shall comply with all applicable export control laws of the the United Kingdom, and any other relevant jurisdiction that may apply to Client's business, products or services Mapp ("**Export Control Laws**") This includes, without limitation, restriction on use, transfer, access, or dealings with embargoes or sanction countries, or prohibited end-users. Mapp maintains a policy prohibiting cooperation with foreign boycott-related request that would violate anti-boycott laws, rules and/or regulations. Client

acknowledges that Mapp may immediately suspend or terminate this Agreement, without liability, if continued performance would breach applicable Export Control Laws or subject Mapp to regulatory restrictions, including with respect to restricted persons or territories as maintained by applicable authorities (e.g. OFAC, BIS, or HM Treasury).

Client further covenants that the Mapp Services shall not be used: (a) in connection with any prohibited end-use (including weapons or surveillance in violation with applicable laws), (b) in any transaction with sanctioned individuals or entities, (c) resale or distribution contrary to Export Control Laws, or (d) in any manner that would cause Mapp to be in violation of Export Control Laws. Client's compliance with this Section is a material obligation of this Agreement.

12.11 Other. Except for payment obligations hereunder, neither Party shall be in breach of the Agreement in the event it is unable to perform its obligations as a result of natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, pandemic or epidemic or any other reason or condition beyond its reasonable control. Each Party is an independent contractor of, and is not an employee, agent or authorized representative of, the other Party. The Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between Mapp and Client. Except as may be expressly provided in the Agreement, neither Party shall have the right, power or authority to act or create any obligation, express or implied, on behalf of each other. Notwithstanding any applicable statute of limitations, the Parties agree that any claims for breach of the Agreement shall be brought by a Party within two (2) years of the date that Party first has notice of the existence of such breach. No provisions in either Party's purchase orders or other business forms shall modify, supersede or otherwise alter the terms of the Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise. Headings are for reference purposes only and shall not affect the meaning or interpretation of the Agreement. Any reference to a section shall refer to all subsections of that section unless otherwise stated.

12.12 Electronic Signatures. Client hereby agrees to: (1) the use of electronic signatures, contracts, orders and other documents; and (2) to electronic delivery of notices, policies and records of transactions initiated or completed through the Mapp services.

12.13 Third Party Services. Any third-party software, services or other products you use in connection with Mapp Services are subject to their own terms and we are not responsible for third party products.