**MAPP DIGITAL PRODUCT LABELLING TERMS AND CONDITIONS**

## 1. GENERAL

These Product Labelling Terms and Conditions (the "**Product Labelling Ts&Cs**") solely apply to the services related to product labelling provided by Mapp to the Client and are part of the Agreement. Any other services offered by Mapp are not covered by these Product Labelling Ts&Cs or this Agreement and shall be subject to the general terms and conditions for the Mapp Services available at www.mapp.com/contracts.

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 main body of this Agreement, including its schedules and appendices; or (c) 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 Product Labelling Ts&Cs and all SOWs relating to the Product Labelling Services and executed between Mapp and Client.

**2.3** **Background IP**: means any intellectual property, materials, know-how, software, models, algorithms, tools, or data is owned or controlled by a Party prior to the MSA Effective Date or developed independently of this Agreement, and any improvements or modifications thereto.

**2.4** **Client:** the customer using the Product Labelling Services.

**2.5** **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.

**2.6** **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, including, but not limited to, product descriptions.

**2.7** **Deliverable:** a tangible or intangible product or service produced as a result of Professional Services.

**2.8** **Generated Label(s)**: shall have the meaning set forth in Section 3.3.

**2.9** **Mapp:** The Mapp Digital entity which is a counterparty to the Agreement.

**2.10** **Mapp Materials**: Any materials (including without limitation documentation) provided by Mapp for use by Client in connection with the Product Labelling Services, all of which materials, including all rights therein, shall be exclusively owned by Mapp or its licensors.

**2.11** **Mapp Services**: all software, tools, and services offered by Mapp, other than the Product Labelling Services and the Professional Services related to the Professional Labelling Services.

**2.12** **Party(ies)**: Mapp and/or Client.

**2.13** **Product Labelling Services**: shall have the meaning set forth in Section 3.1 and more specifically in the applicable SOW.

**2.14** **Professional Service(s):** Additional services which may be scoped separately.

**2.15** **SLA:** Mapp's Service Level Agreement pertaining to technical support response times available at https://mapp.com/technical-support/.

**2.16** **SOW:** a document, signed by both parties, which outlines specific services, deliverables, pricing and timing.

**2.17** **Term** shall have the meaning set forth in Section 6.1.

**2.18** **Trademarks**: Registered or unregistered logos, marks, and branding materials owned by either Party.

## 3. MAPP RIGHTS AND RESPONSIBILITIES

**3.1** **Scope and Use of the Product Labelling Services**. Mapp shall provide AI-assisted product labelling services to Client, using Mapp's proprietary artificial intelligence models and tools, as described in the applicable statement of Work (SOW) (the "**Product Labelling Services**") and with reasonable skill and care, as further set in Section 8. The Product Labelling Services may include the generation or structuring of product attributes, text, classification, metadata, descriptor, tag, claim, or other output generated or other labelling elements generated by the Product Labelling Services (the "**Generated Labels**"). Certain Professional Services related to the Product Labelling Services may be performed under this Agreement, provided that they are expressly described in an applicable SOW. As indicated in Section 1, any additional services required by Client outside of the scope of this Agreement or any applicable SOW shall be subject to a separate written agreement and terms and conditions.

Subject to full payment of applicable fees as per Section 5, Mapp grants Client a limited, non-exclusive, non-transferable (except to Affiliates with Mapp's prior written consent) licence to use the Generated Labels solely for its internal business purposes. The scope of the Product Labelling Services is subject to the limitations and disclaimers set out in Section 8.2.

**3.2** **Ownership and Improvements.** Mapp retains all rights, title and interest in and to the proprietary software, systems, language model(s), templates, and tools including all underlying algorithms, training data (excluding Client Data), improvements, and enhancements of the Product Labelling Services. Nothing in this Agreement shall operate to assign, transfer or license any such rights to the Client, except as expressly set out herein. All such intellectual property shall be considered Mapp's Background IP.

**3.3** **Use of Data**. Mapp may use anonymised and aggregated data, including usage patterns and Generated Labels, to train or improve its models and services, unless otherwise agreed in writing. All such intellectual property shall be considered

No personal data shall be shared by Client nor shall be processed by Mapp in the performance of the Product Labelling Services. If any personal data is shared or processed, at any time, the Parties shall enter into a data processing agreement in accordance with UK GDPR.

## 4. CLIENT RIGHTS AND OBLIGATIONS

**4.1** **Compliance**. Client is solely responsible for reviewing, validating, and ensuring that all Generated Labels comply with applicable laws, regulations, and industry standards.

**4.2** **Restrictions on Use**. Client shall not: (1) resell or share the Product Labelling Services or the Generated Labels with third parties or Affiliates unless expressly permitted in writing by Mapp; (2) use the Product Labelling Services or Generated Labels to train artificial intelligence models, build competitive tools or develop models that compete with the Product Labelling Services; (3) misrepresent AI-generated content as human-generated (where applicable); (4) use the Product Labelling Services or Generated Labels in a way that infringes, misappropriates or violates any person's rights or applicable laws, regulations and industry standards; (5) use any automated or programmatic method to extract data or output from Product Labelling Services, including scraping, web harvesting or web data extraction; or (6) use the Product Labelling Services or Generated Labels in violation of this Agreement. Such uses are expressly prohibited and shall constitute a material breach of this Agreement.

**4.3** **Client Data and Output Ownership**

(a) Client retains all rights in any data, content, or materials it provides to Mapp, including proprietary labelling information, product specifications, trademarks, and confidential business data ("**Client Data**").

(b) To the extent permitted by law, and subject to Section 3 above and the restrictions in Section 4.2, Client shall own all rights, title, and interest in and to any product labelling content generated by the Product Labelling Services specifically for Client's use or other Generated Labels, provided such content was not derived from third-party materials.

For the avoidance of doubt, nothing in this Section shall confer any right upon to the Client to use such content to develop any competing service or artificial intelligence model.

**4.4       Intellectual Property and Content Licensing**. Any Content, or Trademarks provided by Client will be properly licensed. Client grants Mapp a limited non-exclusive right to use such Content, and Trademarks solely to provide the Product Labelling Services in accordance with the Agreement.

**4.5       Suspension of Rights**. Mapp may suspend the Product Labelling Services, if Client breaches this section 4.

**5.       FEES AND PAYMENTS**

**5.1       Subscription Service Fees**.  Client shall pay all Subscription Service fees, in full, as described in the SOW and prior to Mapp performing any Product Labelling Services. Mapp shall have no obligation to perform any part of the Product Labelling Services until such payment is received in cleared funds. Payment shall not be subject to acceptance of deliverables, internal approval processes, or any condition subsequent to receipt of payment.

**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, or otherwise 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.

**5.5        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.

**5.6       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.

**5.7       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.

**5.8       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 specified 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 Product Labelling Services on a prorated basis.

**6.3       Post-termination Obligations**. Upon termination, each Party must return or destroy the other's Confidential Information and Client shall discontinue using the Product Labelling 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 3.2, 4.2, 4.3, 7, 9, and 12 of the Product Labelling Ts&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 Product Labelling 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, 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 laws, 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 and Disclaimers**.

**8.2.1 Affirmative Warranties**. Mapp warrants that it shall perform the Product Labelling Services with reasonable skill and care in accordance with industry standards.

Mapp represents and warrants that: (i) the Product Labelling Services were not trained on any proprietary third-party data without appropriate licence or authorisation; (ii) the use of the Product Labelling Services by Client in accordance with this Agreement will not knowingly infringe any third-party intellectual property rights; (iii) Mapp shall not knowingly include any open-source components in a way that would subject the Generated Labels to open-source licence terms.

**8.2.2 Disclaimer Warranties.** Except as expressly provided in this Agreement, the Product Labelling Services and the Generated Labels are provided "as is" without warranty of any kind. Mapp and its subcontractors disclaim all express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement and title.

Without limiting the foregoing, Mapp does not: (i) guarantee that the Product Labelling Services or the Generated Labels will meet client's needs requirements or be error-free; (ii) warrant uniqueness, originality, or IP clearance of the Generated Labels; (iii) warrant that the Generated Labels comply with applicable laws, regulations, or advertising requirements in any jurisdiction; (iv) offer any legal, regulatory, or compliance advice.

**8.2.3 Use of AI-Generated Outputs.** Client acknowledges that the Product Labelling Services leverage artificial intelligence and machine learning technologies, which are probabilistic in nature. As such: (i) some outputs may be incorrect, inconsistent, or incomplete; (ii) the same or similar outputs may be generated for other clients based on input similarity; (iii) Client remains solely responsible for reviewing and validating the Generated Labels before use, including compliance with applicable legal and regulatory requirements.

These characteristics are inherent in AI systems and shall not constitute a defect or failure of the Product Labelling Services.

**8.2.4 Reliance Disclaimer**. Client warrants that it has not relied on any information or representation not expressly set forth in this Agreement.

## 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 arise out of or in connection with: (a) any input data provided by the Client that is false, misleading, infringing or unlawful; (b) any such use that violates applicable product labelling, advertising, marketing, or consumer protection laws, regulatory requirements, or industry codes of practice; or (c) any claim or action arising from the Client's failure to validate or review the Generated Labels before use

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 shall defend, indemnify, and hold harmless Client against any Claim (as defined above in Section 9.1) arising out of or in connection with: (a) any claim that the Client's authorised use of the Product Labelling Services or the Generated Labels infringes a third-party's intellectual property rights, provided such use is in accordance with this Agreement; (b) any breach by Mapp of its confidentiality obligations; or any gross negligence, fraud or wilful misconduct in the provision of the Product Labelling Services. Mapp shall pay any damages finally awarded by a court or agreed to in a settlement approved by Mapp.

This indemnification shall not apply to claims arising from (a) Client's data or instructions; (b) modification or combination of the Product Labelling Services or Generated Labels with other content or tools not provided by Mapp; or (c) use outside the scope this Agreement.

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 Defence:**

Upon receiving notice of a Claim, the Indemnifying Party shall consult with the Indemnified Party regarding the defence of the Claim. The Indemnifying Party may assume control of the defines only with the Indemnified Party's prior written consent, not to be unreasonably withheld. If the Indemnifying Party assumes the defence, 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 defence 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 Licence**. Mapp retains 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 and verifying any data, as well as the completeness, accuracy, quality, consistency, format, and integrity of the data.

## 11.      DELIVERY AND ACCEPTANCE

**11.1      Delivery Requirements**. The Product Labelling Services shall be deemed delivered upon provision by Mapp of the applicable Generated Labels to the Client in the agreed format, based on the input data provided by the Client.
Payment for Product Labelling Services shall not be subject to the Client's acceptance, review, or use of the Generated Labels and shall be made in accordance with Section 5. Any claims relating to non-conformity or service issues shall be handled under the warranty and support terms in this Agreement.

**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. Client's obligation to review and validate the Generated Labels before use is set out in Section 4 and Section 8.2.3 and shall not affect Mapp's right to invoice upon delivery.

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. Employees of Mapp Affiliates shall not be considered subcontractors for the purposes of the Agreement and shall be engaged as necessary to fulfil 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.

**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. 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 shall comply with all applicable export control laws of the United Kingdom, and any other relevant jurisdiction that may apply to Client's business, products or services ("**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 Product Labelling 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, labour 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 favour 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.