

EXPONENTIAL-E iPilot™ TERMS (VERSION 1.0)

This document (the “iPilot™ Terms”) sets out the terms and conditions applicable to anything ordered/provisioned by the Customer within the Exponential-e iPilot™ Platform.

Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
1.0	04/03/2026	Initial version covering the following scope: <ul style="list-style-type: none"> • Zoom Phone User Licences • Associated Add-On Licences • Calling Plans • Hardware Sale • DDIs

Exponential-e and the Customer hereby agree as follows:

1. DEFINITIONS

1.1 In the Contract, the following terms shall have the meanings assigned to them below:

“Affiliate”	an entity that directly or indirectly controls, is controlled by or is under common control with a Party. For purposes of the foregoing, “control” shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in the said entity;
“Calling Plan”	one of Exponential-e’s commercial offerings regarding bundled calls as defined within the iPilot™ Platform;
“Charges”	the charges payable under the Contract which shall include any Monthly Subscription Charge (where applicable), any Usage Charges (if applicable), any Non-Recurring Charges (if applicable) and any other charges set out in the Contract;
“Confidential Information”	any information concerning the business, accounts, finance, contractual dealings, customers, pricing, transactions or affairs of a Party which are designated as, or which should reasonably be considered as being confidential;
“Contract”	an order submitted via the iPilot™ Platform together with these iPilot™ Terms;
“Controller”	shall have the meaning given to it in the DP Laws;
“Customer”	the entity purchasing Licences, Calling Plans and/or Hardware via the iPilot™ Platform;
“Customer Personal Data”	any Personal Data in respect of which, for the purpose of this Contract, the Customer is the Controller;
“Data Processing Addendum”	Exponential-e’s Data Processing Addendum available at www.exponential-e.com/customer-terms and as updated or amended from time to time;
“DDI”	Direct Dial In number;
“DP Laws”	(i) the Data Protection Act 2018 and (ii) the UK GDPR;
“Due Date”	the due date for payment of an invoice for the Charges as set out in Clause 8.6;
“Exponential-e”	Exponential-e Limited, registered in England and Wales under company registration number 04499567;
“Force Majeure Event”	any circumstance beyond a Party’s reasonable control (including, without limitation, act of God, the act or omission of the other Party, labour dispute (other than involving the claiming Party’s own

	employees), act or omission of government or other appropriate authority, act of terrorism, war, technological attack (including, but not limited to denial of service attacks, attacks involving Malicious Code and computer hacking), regulatory and legal changes) pandemic and solar interference/disruption);
“Insolvent”	(i) the appointment of, or the application to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver; or (ii) entering into a scheme of arrangement or composition with or for the benefit of creditors generally or any class of creditors; or (iii) any reorganisation, moratorium or other administration involving its creditors or any class of creditors; or (iv) a resolution, or proposed resolution, to wind it up or strike it off; or (v) becoming unable to pay debts as and when they become due or becoming deemed to become unable to pay debts as and when they become due within the meaning of Section 123 of the Insolvency Act 1986;
“Intellectual Property”	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
“iPilot™ Platform”	the iPilot™ cloud platform to which the Customer has been given access by Exponential-e pursuant to a contract signed between Exponential-e and the Customer for Exponential-e’s iPilot™ Onboarding and Access service;
“Laws”	all treaties and applicable statutory enactments (as amended, replaced, or re-enacted from time to time) and any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made, required or granted thereunder and any condition attaching thereto, including any specific laws mentioned by name herein having force and effect in England and Wales;
“Licences”	the licences (if any) contracted by the Customer within the iPilot™ Platform;
“Malicious Code”	viruses, logic bombs, worms, trojan horses or other types of destructive, disruptive or nuisance programs;
“Monthly Subscription Charge”	the monthly charges payable for Licences and Calling Plans as agreed within the iPilot™ Platform;
“Non-Recurring Charges”	the one-off charges (if any) for Purchased Equipment;
“Normal Business Hours”	9 a.m. to 5.30 p.m. on any Working Day;
“Parties”	the Customer and Exponential-e and “Party” shall be construed accordingly;
“Personal Data”	shall have the meaning set out in the DP Laws;
“Process”	shall have the meaning given to it in the DP Laws and <u>“Processing”</u> and

“Purchased Equipment”	“Processed” shall be construed accordingly; the equipment (if any) purchased by the Customer and sold by Exponential-e;
“Rate Card”	the then-current rate card setting out the Usage Charges (if applicable) available upon request from sales@exponential-e.com ;
“UK GDPR”	European Union’s General Data Protection Regulation (EU)2016/679 to the extent applicable in the UK pursuant to the European Union (Withdrawal) Act 2018;
“Usage Charges”	the fees (if any) for any calls in excess of a Calling Plan, calculated as set out in the relevant Rate Card and in accordance with the usage information collected by Exponential-e’s monitoring and reporting systems; and
“Working Day”	Monday to Friday (inclusive), excluding all public and bank holidays in England and Wales.

1.2 The headings in these iPilot™ Terms are for ease of reference only and shall not be taken into account in the construction or interpretation of these iPilot™ Terms.

2. iPilot™ PLATFORM ORDERS AND iPilot™ MODULES

2.1 Each order placed in the iPilot™ Platform shall be subject to these iPilot™ Terms. Upon acceptance of each order, the Parties shall be bound under it. For the avoidance of doubt, each order submitted via the iPilot™ Platform shall constitute a separate and independent contract between the Customer and Exponential-e.

2.2 If the Customer has been given access to the Teams Direct Connect Module in the iPilot™ Platform, the Customer will have the ability to provision Calling Plans, DDIs and hardware within the iPilot™ Platform. Under this module, Calling Plans and DDIs are mandatory for each user; hardware is optional.

2.2 If the Customer has been given access to the Teams Operator Connect Module in the iPilot™ Platform, the Customer will have the ability to provision Calling Plans, DDIs and hardware within the iPilot™ Platform. Under this module, Calling Plans and DDIs are mandatory for each user; hardware is optional.

2.3 If the Customer has been given access to the Zoom Module in the iPilot™ Platform, the Customer will have the ability to provision Calling Plans, DDIs, hardware, Zoom Phone User Licences and Add-on Licences within the iPilot™ Platform. Under this module, Calling Plans, DDIs and Zoom Phone User Licences are mandatory for each user; hardware and Add-on Licences are optional.

3. CALLING PLAN PROVISION AND CALLS (APPLICABLE TO ALL MODULES)

3.1 This Clause 5 applies to Calling Plan(s) in the iPilot™ Platform.

3.2 Calling Plan bundled minutes will be aggregated for national/local and mobile across all of the Customer’s users. If the aggregated usage for national/local and/or mobile exceeds the relevant aggregated bundle allowance, then Usage Charges in accordance with the then-current Rate Card shall apply. Any unused monthly minutes cannot be rolled over. Exponential-e reserves the right to amend the Usage Charges within the Rate Card from time to time. National/Local calls are defined as those calls to UK 01/02/03 numbers. Mobile calls are defined as calls to FM1, FM3, FM4, FM5 and FM6 tariffs.

3.3 Calling Plans are provided on a thirty (30) day rolling subscription basis. The Customer may terminate a Calling Plan at any time within the iPilot™ Platform however there shall be no refund in respect of the current thirty (30) day subscription term. Calling Plans assigned to a particular DDI will be automatically terminated when the associated DDI is terminated within the iPilot™ Platform.

3.4 The Customer acknowledges and accepts that all calls made outside of national/local/mobile calls defined in Clause 3.2 are not covered by a Calling Plan and Usage Charges in accordance with the then-current Rate Card shall apply.

4. DDI PROVISION (APPLICABLE TO ALL MODULES)

- 4.1 The following applies to DDIs:
- 4.1.1 the Customer does not acquire any proprietary rights in the DDI and cannot sell or transfer the DDI; and
- 4.1.2 the DDI may be changed or decommissioned from time to time in accordance with any regulatory requirements. Exponential-e will use reasonable endeavours to give the Customer as much written notice of any such change or decommission as is reasonably practicable; and
- 4.1.3 upon termination of the Contract, the DDI shall cease to be available for use by the Customer unless the DDIs are duly ported to a replacement service provider and the Customer shall (and shall procure that all users of DDIs shall) immediately cease to make use of the DDIs. Exponential-e shall use reasonable endeavours to comply with any number porting request made by the Customer upon termination of the Contract, subject to the existence of a relevant number porting agreement with the replacement service provider. In the absence of any number porting, the Customer acknowledges and accepts that Exponential-e may reissue the DDI to other customers following termination of the Contract.
- 4.2 The Customer shall (and shall procure that all users of DDIs shall) comply with all reasonable codes of practice, procedures and directions as are established or adopted by Exponential-e in relation to DDIs.
- 4.3 DDIs are provided on a monthly recurring subscription basis. The Customer may terminate a DDI within the iPilot™ Platform at any time and the Customer will be charged pro-rata for the usage in the current monthly subscription period.

5. ZOOM PHONE USER LICENCE PROVISION (APPLICABLE TO ZOOM MODULE ONLY)

- 5.1 All use of the Zoom Phone User Licences are subject to Zoom's current Terms of Service available at: <https://zoom.us/docs/en-us/EULA-terms-of-service.html>) and all applicable Zoom Notices and Policies (available at <https://zoom.us/trust/resources>). The Customer understands and agrees that Exponential-e does not control, and does not have any responsibility for, Zoom Phone User Licences. The Customer is referred to Zoom as regards capability and functionality. Exponential-e shall have no liability for the performance of Zoom Phone User Licences.
- 5.2 The Customer understands and agrees that it is responsible for understanding and complying with Zoom's requirements and standards, and it must review and agree to all of Zoom's license terms and policies, including Zoom's Privacy Statement, prior to using the Zoom Phone User Licences. By ordering Zoom Phone User Licences, the Customer warrants and represents that it has reviewed and agreed to the Zoom Terms of Use and Policies. The Customer shall (and shall procure that all users of Zoom Phone User Licences shall) only use the Zoom Phone User Licences in accordance with the foregoing.
- 5.3 Zoom Phone User Licences are provided on a twelve (12) month fixed term subscription basis upon expiry of which the Zoom Phone User Licence will automatically terminate and a replacement licence will need to be ordered within the iPilot™ Platform. The Customer may terminate a Zoom Phone User Licence at any time within the iPilot™ Platform at any time however there shall be no refund or cessation of Monthly Subscription Charges in respect of the current twelve (12) month subscription term. All remaining Monthly Subscription Charges for the current twelve (12) month subscription term shall be invoiceable by Exponential-e as a lump-sum following termination. For the avoidance of doubt, such amount shall equal the applicable Monthly Subscription Charge multiplied by the number of months remaining in the current twelve (12) month subscription term following termination.
- 5.4 In the event of any change in law, regulation or any industry change that would prohibit or otherwise materially interfere with Zoom's ability to provide the Zoom Phone User Licences, Exponential-e may (i) terminate the affected Zoom Phone User Licences or (ii) otherwise modify the terms thereof.
- 5.5 The Customer hereby consents to orders for Zoom Phone Licences to be unilaterally transferred by Exponential-e to Zoom or Zoom's designee upon notice to the Customer.

6. HARDWARE PROVISION (OPTIONAL)

- 6.1 On delivery of each item of Purchased Equipment, full risk of damage to, or loss of, such equipment shall pass to the Customer.
- 6.2 On full payment of the Non-Recurring Charges for the Purchased Equipment, title in the Purchased Equipment shall pass to the Customer. If the Non-Recurring Charges for the Purchased Equipment are not paid in full, then title in the Purchased Equipment shall not pass to the Customer and without prejudice to Exponential-e's other rights and remedies, Exponential-e reserves the right to recover and resell the Purchased Equipment and, for that purpose, the Customer grants to Exponential-e an irrevocable licence to enter the premises where the Purchased Equipment is located during Normal Business Hours following two (2) Working Days' notice. The Customer shall (and shall procure that all users of Purchased Equipment shall) keep the Purchased Equipment wholly identifiable and distinguishable from other goods until such time that title passes to the Customer.
- 6.3 Where a manufacturers' warranty applicable to items of Purchased Equipment does not automatically transfer to the Customer upon the sale of the Purchased Equipment, Exponential-e shall use all reasonable endeavours to assign to the Customer the benefit of any such manufacturers' warranty. Exponential-e does not provide any additional warranty for items of Purchased Equipment.

7. CALL RECORDING (OPTIONAL)

- 7.1 Use of any call recording licences may be limited by Laws. The Customer acknowledges and agrees that: (i) the Customer shall not (and shall procure that all users of Call Recording shall not) record or tape any conversation through use of a call recording licence unless the Customer is in compliance with all Laws relating to the recording of communications and protecting the privacy of communication for all parties to the conversation, (ii) neither Exponential-e nor the iPilot™ Platform provider, Nuwave, has and is not expected to provide the Customer with any analysis, interpretation or advice regarding the Customer's compliance with Laws, and (iii) the Customer is solely responsible and obligated to provide any notifications to participants required by Laws prior to commencement of conferences/calls (or procure that the same is done by the users).

8. FEES AND PAYMENT

- 8.1 The Non-Recurring Charges shall become invoiceable upon placement of the order.
- 8.2 Monthly Subscription Charges shall be invoiced in arrears for each month (or part thereof).
- 8.3 Usage Charges (if applicable) shall be invoiceable monthly in arrears.
- 8.4 Exponential-e shall be entitled to revise any Monthly Subscription Charge to reflect Exponential-e's then current standard rates, by giving the Customer not less than thirty (30) days prior written notice.
- 8.5 All Charges are payable in sterling and are exclusive of Value Added Tax and any other applicable taxes which shall be payable by the Customer in addition, in the manner prescribed by law.
- 8.6 Invoices for the Charges (save where specified otherwise herein) shall be paid by the Customer within thirty (30) days of the date of the invoice. Invoices will normally be submitted by email to the Customer's nominated email address for invoices. The Customer shall pay all invoiced amounts without any deductions, with-holdings, counter-claims and/or set-offs (sums subject to reasonable and notified dispute in accordance with Clause 8.7 below excepted). Should the Customer request that invoices be uploaded to a portal and Exponential-e is able to accommodate the requirement, Exponential-e reserves the right to levy an administration fee of ten pounds (£10.00) ex VAT per invoice.
- 8.7 In the event that the Customer has a bona fide dispute as to sums invoiced, the Customer shall serve notice to this effect on Exponential-e as soon as reasonably practicable and in any event prior to the Due Date for payment thereof, detailing the sums disputed and the reason for the dispute. All non-disputed sums shall be paid by the Due Date. The Parties shall use all reasonable good faith endeavours to resolve any billing dispute prior to the Due Date for payment. In the event that a billing dispute remains outstanding 45 days after the date of notice of the same to Exponential-e, either Party may refer the matter for resolution in accordance with Clauses 17.1 and 17.2. Any disputes not raised within six (6) months of the date of the invoice are irrevocably waived.

- 8.8 If an undisputed invoice (or an undisputed part of an invoice) is not paid in full by the Due Date for payment thereof, then without prejudice to Exponential-e's other rights and remedies Exponential-e reserves the right to:
- 8.8.1 charge interest on the outstanding sum on a daily basis (before as well as after any judgement) until the date of payment, at Barclays Bank base rate plus four percent (4%); and/or
 - 8.8.2 suspend Licences, Calling Plans and/or DDIs in accordance with Clause 13; and/or
 - 8.8.3 use any deposit given by the Customer under Clause 8.9 below, to pay any outstanding sum.
- 8.9 Exponential-e may require the Customer to pay a deposit and/or require the Customer to procure that the Customer's parent company or related company guarantees the payment of the Charges due under all Contracts entered into via the iPilot™ Platform. The Customer agrees to enter into (and/or procure the execution of) any reasonable agreement or deed Exponential-e submits for such purpose.
- 8.10 If the Customer requires a purchase order number on their invoices, such purchase order number shall be submitted to creditservices@exponential-e.com within five (5) Working Days of order submission. Exponential-e will only include a purchase order number on invoices if provided by the Customer as per this Clause. For the avoidance of doubt, the Customer has no right to reject invoices for not displaying purchase order if this clause is not complied with in full.

9. EXPONENTIAL-E'S OBLIGATIONS AND WARRANTIES

- 9.1 Exponential-e warrants that it has the legal capacity and authority to enter into the Contract.

10. CUSTOMER OBLIGATIONS AND WARRANTIES

- 10.1 The Customer shall not (and shall procure that all users for whom it is responsible pursuant to Clause 10.5 below shall not):
- 10.1.1 use the Licences in any way that violates any Laws, or act or omit to act in any way which will place Exponential-e in breach of any Laws; and/or
 - 10.1.2 use the Licences any way that would constitute or contribute to the commission of a crime, tort, fraud or other unlawful activity (including activities deemed unlawful under a complainant's jurisdiction).
- 10.2 The Customer warrants that any material and/or communication received, transmitted, hosted or otherwise processed using the Licences and/or the iPilot™ Platform (other than entirely unsolicited communications) will not be menacing, of a junk-mail or spam-like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, be otherwise actionable or in violation of any Laws to which the use of the Licences is subject, or infringe the Intellectual Property rights of Exponential-e.
- 10.3 The Customer shall indemnify and keep Exponential-e indemnified and hold Exponential-e harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Customer (including any user for whom the Customer is responsible pursuant to Clause 10.5 below) of the provisions of Clauses 10.1.1, 10.1.2 and/or 10.2 above.
- 10.4 The Customer warrants that it has the legal capacity and authority to enter into the Contract.
- 10.5 The Customer is responsible for (and shall be liable to Exponential-e in respect of) the use of the Licences, Calling Plans and/or DDIs (including any incurred charges) by any of its employees and any other person who has been given access to the Licences, Calling Plans and/or DDIs by the Customer or who has obtained access to the Licences which is not due to Exponential-e's breach of the Contract and/or negligence even if such use was not authorised by the Customer.

11. STAFF AND CONTRACTORS

- 11.1 Neither Party shall, without the other Party's prior written consent, actively initiate recruitment of any staff of the other Party directly involved in the Contract during the currency of the Contract and for a period of 12 months following termination.

12. DATA PROTECTION AND CONFIDENTIALITY

Data Protection

- 12.1 In the event that Customer Personal Data is Processed by Exponential-e on behalf of the Customer pursuant to the Contract, such Processing shall be governed by the Data Processing Addendum.

Confidentiality

- 12.2 Subject to Clauses 12.2.1 and 12.2.2 below, neither the Customer nor Exponential-e shall, without the other Party's prior written consent, disclose to any third party any Confidential Information of the other Party which comes to that Party's attention pursuant to the Contract. Each Party shall only use the Confidential Information of the other Party as reasonably required to exercise its rights and/or perform its obligations under the Contract and shall only disclose it to those of its employees, agents and contractors having a reasonable need to know pursuant to the Contract. Each Party shall use no lesser degree of care in respect of the other Party's Confidential Information than it uses in respect of its own Confidential Information and which in any event shall be not less than reasonable care. Upon termination of the Contract, if requested to do so by the other Party, a Party shall promptly return or certify destroyed all of the other Party's Confidential Information.
- 12.2.1 The Customer agrees that Exponential-e may disclose relevant information pertaining to the Contract to any relevant third party (including but not limited to its suppliers) to the extent reasonably required by such third party in order to allow fulfilment of the Contract. The Customer further agrees that Confidential Information of the Customer may be shared with employees of Exponential-e's Affiliates who have a reasonable need to know in order to provide/support/manage the Contract. Exponential-e will procure that such Affiliate employees keep the Contract confidential.
- 12.2.2 Each Party agrees that the other Party may disclose the Confidential Information belonging to the first party, required to be disclosed pursuant to any applicable law, court or regulatory authority. Each Party shall promptly notify the other Party of any such disclosure requirement to the extent that it is legally permissible to do so.
- 12.3 Each Party agrees that damages alone would not be an adequate remedy for any breach of Clause 12.2 and accordingly, without prejudice to any other rights or remedies available, each Party shall be entitled to seek injunctive or other equitable relief to prevent any breach or threatened breach of Clause 12.2 by the other Party.
- 12.4 Neither Party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13. SUSPENSION

- 13.1 Exponential-e may, without terminating the Contract, suspend provision of any part thereof, in whole or in part:
- 13.1.1 with immediate effect if the Customer is in breach of Clause 10.1 and/or 10.2; and/or
- 13.1.2 immediately upon written notice if the Customer is in breach of any other material obligation under the Contract and, in the case of remediable breach, the Customer fails to remedy that breach within five (5) Working Days of written notice of the breach; and/or
- 13.1.3 immediately upon written notice if the Customer becomes Insolvent; and/or
- 13.2 Exponential-e's right to suspend pursuant to Clause 13.1 above is without prejudice to Exponential-e's termination rights under Clause 14 below, or any other right under the Contract or at law.
- 13.3 If Exponential-e has suspended pursuant to Clause 13.1.2 above due to the Customer's payment default, Exponential-e reserves the right to make any reinstatement conditional upon payment terms being reduced to fourteen (14) days and/or a requirement for the Customer to pay by direct debit moving forward.

14. TERM AND TERMINATION

- 14.1 Each Party shall have the right on immediate notice to the other Party, to terminate the Contract at any time in the event that the other Party:
- 14.1.1 has committed a material breach of the Contract (other than a failure on the part of the Customer to make payment of sums when due) and fails to remedy such breach within twenty-eight (28) days of notice from the other Party requiring the breach to be remedied. The aforementioned twenty-eight (28) day remedy period shall only apply where a breach is capable of remedy; if it is not capable of remedy, the Contract shall be terminable by immediate written notice; or
- 14.1.2 becomes Insolvent.
- 14.2 Exponential-e shall have the right on immediate notice to the Customer, to terminate the Contract at any time in the event that the Customer fails to make payment of any undisputed Charges by the Due Date and fails to remedy such breach within fourteen (14) days of notice from Exponential-e requiring the breach to be remedied.
- 14.3 Exponential-e shall have the right to terminate the Contract in whole or in part immediately upon written notice if instructed to do so by a court of law, regulator or other appropriate authority.
- 14.4 Termination shall be without prejudice to the accrued rights and liabilities of either Party subsisting under the Contract prior to termination.
- 14.5 Upon termination of a Licence, Calling Plan, DDI and/or the Contract in whole or part for any reason:
- 14.5.1 the Customer shall (and shall procure that all users shall) immediately cease to make use of the relevant Licence(s), DDI and Calling Plans which shall cease to be available; and
- 14.5.2 licences granted to the Customer by Exponential-e under the Contract shall immediately terminate.
- 14.6 Clause 8 (Fees and Payment), Clause 10 (Customer Obligations), Clause 11 (non-solicitation), Clause 12 (Data Protection and Confidentiality), Clauses 14.5 (actions following termination) Clause 15 (Force Majeure, Warranties and Limitation of Liability) and Clause 17 (Disputes, Jurisdiction and Governing Law) and other terms and conditions forming part of the Contract which are agreed by the Parties to survive termination or which by their nature are clearly intended by the Parties to survive termination, shall survive and continue in full force and effect.

15. FORCE MAJEURE, WARRANTIES AND LIMITATION OF LIABILITY

- 15.1 Neither Party shall be liable for any delay or failure in performing its obligations under the Contract caused by a Force Majeure Event. A Party affected by a Force Majeure Event shall serve prompt written notice of the Force Majeure Event and its expected duration on the other Party and shall take all reasonable steps to mitigate the effects of the same.
- 15.2 THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 15.3 TO 15.8 INCLUSIVE.
- 15.3 ALL WARRANTIES, CONDITIONS, OBLIGATIONS AND TERMS WHICH WOULD OTHERWISE BE IMPLIED INTO THE CONTRACT BY STATUTE, CUSTOM OR LAW (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR PURPOSE AND SATISFACTORY QUALITY), ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 15.4 NEITHER PARTY EXCLUDES NOR LIMITS THEIR LIABILITY UNDER THE CONTRACT:
- 15.4.1 FOR DEATH OR PERSONAL INJURY CAUSED BY ITS (OR ITS EMPLOYEES', AGENTS' OR CONTRACTORS') NEGLIGENCE; AND
- 15.4.2 FOR FRAUDULENT MISREPRESENTATION; AND
- 15.4.3 FOR BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET OUT IN CLAUSE 12.2; AND
- 15.4.4 TO INDEMNIFY THE OTHER PARTY PURSUANT TO THE CONTRACT; AND
- 15.5 TO MAKE ANY TERMINATION PAYMENT DUE PURSUANT TO CLAUSE 4.3 ABOVE.
- 15.6 WITHOUT PREJUDICE TO CLAUSE 15.4 ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY

- LOSS OF PROFITS;
- LOSS OF BUSINESS OPPORTUNITY;
- LOSS OF REVENUE;
- LOSS OF ANTICIPATED SAVINGS;
- WASTED EXPENDITURE;
- DEPLETION OF GOODWILL;
- LOSS OF USE;
- LOSS AND/OR CORRUPTION OF DATA OR INFORMATION; AND/OR
- ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COST, DAMAGE, CHARGE OR EXPENSE.

15.7 ANY LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER OR PURSUANT TO THE CONTRACT WHICH IS NOT (I) UNLIMITED UNDER CLAUSE 15.4 ABOVE, (II) NOT EXCLUDED UNDER CLAUSE 15.6 ABOVE, SHALL NOT IN ANY EVENT EXCEED IN THE AGGREGATE IN ANY TWELVE (12) MONTH PERIOD ONE HUNDRED PERCENT (100%) OF THE TOTAL CHARGES PAID BY THE CUSTOMER UNDER THE CONTRACT IN THAT TWELVE (12) MONTH PERIOD REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM A BREACH OF CONTRACT, IN TORT OR OTHERWISE.

15.8 THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CHARGES REFLECT THE LEVEL OF LIABILITY UNDERTAKEN BY EXPONENTIAL-E AND THAT THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS CLAUSE 15 ARE REASONABLE GIVEN THE CHARGES THAT ARE PAYABLE.

16. GENERAL

16.1 Unless otherwise stated in the Contract, the Contract may only be modified by the written and signed agreement of the Parties.

16.2 Exponential-e shall have the right, by serving notice to the Customer, to amend the Contract at any time when this is required to comply with any applicable statutory or regulatory requirements.

16.3 Exponential-e may enter into subcontracts for the performance of its obligations under the Contract. Exponential-e shall be liable for the acts and omissions of its contractors acting in the course of their engagement by Exponential-e to the same extent as Exponential-e would be had those acts and/or omissions been committed by Exponential-e.

16.4 Neither Party shall at any time assign or transfer (or purport to assign or transfer) the Contract and/or any of its rights or obligations thereunder, in whole or in part, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), save that Exponential-e may at any time assign or transfer the Contract and/or any of its rights or obligations thereunder, in whole or in part to any Affiliate of Exponential-e; or to any successor to Exponential-e following a re-organisation or merger of Exponential-e with another organisation; upon notice but without consent.

16.5 No delay, neglect or forbearance by either Party in enforcing its rights under the Contract shall be deemed to be a waiver of, or prejudice, such rights.

16.6 Any notice or other communication required to be given to a Party under, or in connection with, this Contract, shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of delivery, at its registered office (if a company) or (in any other case) its principal place of business. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second Working Day after posting (or at the time recorded by the delivery service).

16.7 If any part of the Contract is held by the courts to be unlawful, invalid or unenforceable, that part shall be considered struck-out and the remainder of the Contract shall remain in full force and effect. Exponential-e and the Customer shall work together in good faith to agree an enforceable replacement provision capturing the spirit of the original.

16.8 The Contract supersedes any prior contracts, arrangements and undertakings between the Parties in relation to the subject-matter thereof and constitutes the entire agreement of the Parties relating to the subject-matter thereof. No terms and conditions set out on any Customer paperwork submitted to

Exponential-e pursuant to the Contract shall have any force or effect. The Customer shall have no remedy in respect of any statement made to it upon which it relied when entering into the Contract, unless such statement was made fraudulently by Exponential-e.

17. DISPUTES, JURISDICTION AND GOVERNING LAW

- 17.1 Following written notice of a dispute under the Contract, the Parties shall attempt to resolve any such dispute through negotiations between senior executives of the Parties who have authority to settle the same.
- 17.2 If the dispute has not been resolved by such senior executives within thirty (30) days of the initiation of that procedure, the dispute may be referred by either Party to the English courts and the Parties hereby submit to the exclusive jurisdiction of the courts of England.
- 17.3 The Contract shall be governed by, and interpreted in accordance with, the laws of England and Wales.
- 17.4 The Contract is personal to the Customer and Exponential-e. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract and unless specifically provided for in the Contract, no entity other than the Customer and Exponential-e shall have any rights or obligations under the Contract and no entity other than the Customer and Exponential-e shall have the right to enforce the Contract or have it enforced against them.
- 17.5 Both Parties shall:
 - 17.5.1 comply with the Bribery Act 2010 at all times and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - 17.5.2 promptly report to the other Party any request or demand which if complied with would amount to a breach of this Clause 17.5.1 or would not be compliant with the Bribery Act 2010.
- 17.6 Breach of Clause 17.5 shall be deemed a material breach of the Contract which is not capable of remedy.