

GENERAL TERMS AND LICENSING CONDITIONS OF SABLONO

Version: 24th September 2021

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following terms shall have the following meanings:

"**Agreement**" has the meaning given in clause 2.1.

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

"**Co-Innovations**" has the meaning given in clause 6.3.

"**Conditions**" means these General Terms and Licensing Conditions of Sablono.

"**Confidential Information**" means all information which would reasonably be understood as confidential given its nature or the circumstances of the disclosure or which has been marked as confidential, including trade secrets, know-how, fees and contract terms, business and marketing plans, program codes, user names, passwords, product designs and information on business processes. "Confidential Information" excludes any information which: (a) is or becomes generally accessible other than through a breach of an obligation due to the disclosing party; (b) was already lawfully in possession of the receiving party before the disclosure; (c) was developed independently by the receiving party; or (d) was legally received from a third party.

"**Customer**" has the meaning given in the Proposal.

"**Customer Data**" means the data inputted or uploaded to the Platform by Customer, Authorised Users, or Sablono on Customer's behalf.

"**Deliverables**" means any deliverables (including Co-Innovation (if any)) expressly set out in a Proposal.

"**Documentation**" the user manual and other written technical guides for the Platform which are provided by Sablono to Customer or made available via <http://support.sablono.com/en/>.

"**Enterprise Agreement**" means an Agreement which grants Customer a licence to use the Platform which is not limited to specific construction projects.

"**Fees**" means the fees for the Services and Deliverables set out in the Proposal.

"**Force Majeure Event**" means any circumstance not within a party's reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, failure of the internet or a utility service or transport or telecommunications network, act of God, war, terrorist attack, riot, epidemic, pandemic, civil commotion, malicious damage, hacking, compliance with any law or governmental

order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

"**Initial Term**" has the meaning given in clause 3.1.

"**Intellectual Property Rights**" mean patents, trade marks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever, irrespective of whether such intellectual property rights have been registered or not, which may subsist in any part of the world.

"**Non-Sablono Causes**" means (a) use of the Services or Deliverables in breach of the Agreement or contrary to the Documentation or Sablono's instructions; or (b) modification or alteration of the Services or Deliverables by any party other than Sablono or Sablono's contractors or agents; (c) products or materials which are not supplied by Sablono (including the Customer's software or systems); (d) delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet; or (e) Customer's continued use of the Services, Deliverables or Documentation after notice of an alleged or actual infringement from Sablono or any appropriate authority.

"**Platform**" means Sablono's software as a service platform for process and project modelling, monitoring and management (in construction projects).

"**Prohibited Content**" means any content: which contains any Virus; which breaches or infringes any applicable laws, regulations or third party rights; which facilitates or promotes illegal activity; which is harmful, threatening, defamatory, blasphemous, discriminatory, obscene, harassing, or offensive; or which is sensitive personal data or subject to additional protection beyond general data protection laws.

"**Project Agreement**" means an Agreement which grants Customer a licence to use the Platform for one or more specific construction projects, which are expressly specified in the Proposal.

"**Proposal**" means the written proposal issued by Sablono to Customer which sets out, at a minimum, the Services and Deliverables to be provided by Sablono and the Fees.

"**Renewal Term**" has the meaning given in clause 3.1.

"**Sablono**" means Sablono Ltd. (Company Number 13642650) whose registered office is at 11th Floor, CityPoint, 1 Ropemaker Street, London EC2Y 9HT.

"**Sablono Privacy Policy**" means Sablono's data protection information notice available at <https://www.sablono.com/en/privacy/> as such notice may be amended by Sablono from time to time.

"Service Level Agreement" means Sablono's service level agreement for the Platform attached as Exhibit 1 to these Conditions.

"Service Limits" has the meaning given in clause 4.2.

"Services" means the provision of the Platform and such other services as are expressly set out in the Proposal or otherwise agreed in writing by the parties.

"Start Date" has the meaning given in clause 3.1.

"Term" has the meaning given in clause 3.1.

"User Account" means an account with a user name and password enabling an individual to use the Platform on behalf of Customer.

"VAT" means value added tax and/or any other equivalent sales or turnover tax.

"Virus" means any thing or device (including any software, code, file or programme) which may damage or adversely affect any computer systems or data, including viruses, worms and trojans.

"Website" means app.sablono.com or any replacements of such site from time to time.

"Working Days" means a day other than a Saturday, Sunday or public holiday in the State of Berlin, Germany.

"Working Hours" means 9am – 5pm (CET).

"Year" means each consecutive 12 month period starting on the Start Date and its anniversaries.

1.2 The terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 A reference to writing or written includes email.

2 CONTRACT FORMATION

2.1 Upon acceptance of a Proposal in accordance with clause 2.2, a contract shall come into existence incorporating the Proposal, these Conditions, and any other documents referred to in these Conditions (the **"Agreement"**).

2.2 Customer shall be deemed to have accepted a Proposal on the date that: (a) the Proposal is signed by Customer and Sablono; or (b) an Authorised User first activates a User Account; or (c) Sablono commences provision of the Services on the instruction of Customer; whichever occurs first.

2.3 If there is any conflict or inconsistency between any of the terms of the Agreement the Proposal shall have priority, followed by these Conditions, followed by any other documents referred to in these Conditions.

2.4 Each party warrants and represents that it has full power and authority to enter into the Agreement and that by doing so it shall not breach any obligations to any third party.

3 TERM

3.1 The Agreement shall commence on the date the Proposal is accepted in accordance with clause 2.2 (the **"Start Date"**). Unless terminated earlier in accordance with clauses 11.4, 14 or 17.4, the Agreement shall continue for the initial term specified in the Proposal, or if no initial term is specified, for 12 months (the **"Initial Term"**). After the Initial Term, Enterprise Agreements shall continue automatically for further consecutive periods of 12 months, and Project Agreements shall continue for further consecutive periods of 1 month (each a **"Renewal Term"**) (together the **"Term"**).

3.2 Either party may terminate the Agreement for convenience by giving the other party prior written notice of no less than 1 month for Project Agreements and no less than 3 months for other Enterprise Agreements. Termination under this clause 3.2 shall not take effect until the end of the Initial Term or then current Renewal Term.

4 THE SERVICES

4.1 Subject to the other terms and conditions of the Agreement, Sablono hereby grants to Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services, Deliverables and Documentation during the Term solely for Customer's internal business operations.

4.2 The licence granted in clause 4.1 is subject to any limits set out in the Proposal, relating to number of users, number of activities, and amount of storage (**"Service Limits"**). Unless otherwise agreed in the Proposal, Customer shall not exceed such Service Limits without Sablono's prior written approval. Unless otherwise agreed in the Proposal, if Customer exceeds such Service Limits then, without prejudice to Sablono's other rights and remedies, Sablono may charge Customer for such additional Services at Sablono's then current standard rates.

4.3 The use of the Services, Deliverables and Documentation by other legal entities in Customer's group (including, subsidiaries, holding companies and other legal entities under common control with Customer) is subject to the prior written approval of Sablono. If Sablono grants its prior written approval, Customer shall be responsible for such legal entities' as if such legal entities were Customer.

5 TERMS OF USE

5.1 Customer shall notify Sablono of the number of User Accounts it requires and shall ensure that: (a) each User Account is used by no more than one individual Authorised User and not shared with or transferred to any other person; (b) each Authorised User keeps his or her password for the User Account secure and confidential; (c) it maintains a written, up to date list of current Authorised Users and provides such list to Sablono within 3 days of Sablono's written request; (d) it promptly disables any passwords if any User Account has been provided to any individual who is not an Authorised

User or if an Authorised User no longer requires access to the User Account; (e) no Authorised User shall use any User Account to access, store, distribute or transmit Prohibited Content; and (f) Authorised Users only access the Platform using the User Account via the Website.

- 5.2 Except as expressly permitted in the Agreement or by non-excludable applicable law, Customer shall not without Sablono's prior written consent: (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Deliverables and/or Documentation in any form or media or by any means; (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services, Deliverables and/or Documentation; (c) access all or any part of the Services, Deliverables and/or Documentation in order to build a product or service which competes with the Services, Deliverables and/or Documentation or to copy or imitate ideas, functions, characteristics or graphic elements of the Services, Deliverables and/or Documentation; (d) use the Services, Deliverables and/or Documentation to provide services to third parties; (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Deliverables and/or Documentation available to any third party except the Authorised Users; or (f) attempt to obtain, or assist third parties in obtaining, access to the Services, Deliverables and/or Documentation, other than as provided under clause 4.
- 5.3 Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, Deliverables and/or Documentation and shall promptly notify Sablono if it becomes aware of any such unauthorised access or use.
- 5.4 Without prejudice to Sablono's other rights or remedies, and without liability to Customer, Sablono may suspend access to any User Accounts in the event that it reasonably believes that there has been a breach of the Agreement and has the right (but not the obligation) to monitor the User Accounts and Customer Data for any breach of the Agreement.

6 SERVICE COMMITMENTS

- 6.1 Sablono shall provide the Services, Documentation and Deliverables in accordance with applicable laws and with reasonable care and skill.
- 6.2 The Service Level Agreement shall apply to Sablono's provision of the Platform and any related support and maintenance only. In respect of any other Services and Deliverables, Sablono shall provide such Services materially in accordance with any written specifications which are set out in the Proposal.
- 6.3 If the Services include development of additional software and/or Platform functionality ("**Co-Innovations**"), Sablono shall use reasonable endeavours to ensure that such Co-Innovations comply with any written specifications which are set out in the Proposal but, unless otherwise agreed in a Proposal, such Co-Innovations are provided on an "as is" basis and clause 6.2 shall not apply to such Co-Innovations.

- 6.4 In the event of any breach of the Agreement by Sablono caused by the services of Sablono's third party hosting provider, Sablono shall use reasonable endeavours to obtain any service credit or compensation which it is entitled to under its agreement with its hosting provider and shall pay a proportionate share of such service credit or compensation to Customer. Subject to clause 10.1, the remedies set out in this clause 6.4 shall be Customer's sole and exclusive remedy for any breach of the Agreement by Sablono caused by the third party hosting provider. At the Start Date, the Platform is hosted on infrastructure provided by Amazon Web Services, under its standard Service Level Agreement available at: <https://aws.amazon.com/compute/sla/>.
- 6.5 Sablono shall use reasonable endeavours to provide the Services and Deliverables in accordance with any timetable agreed in the Proposal but shall not be responsible for delays caused by factors beyond its reasonable control, or any delay caused by Customer or any third party not controlled by Sablono.
- 6.6 Subject to clause 10.1, Sablono shall not be responsible for any claims, actions, proceedings, losses, liabilities, damages, expenses and costs which are caused by Non-Sablono Causes.
- 6.7 Subject to clause 10.1, Sablono does not warrant that Customer's use of the Services and Deliverables will be uninterrupted or error-free; or that the Services or Deliverables will meet Customer's requirements.
- 6.8 Sablono will take reasonable technical and other measures to seek to ensure that the Services and Deliverables do not contain any Virus, including by using anti-virus technologies in accordance with good industry practices.

7 CUSTOMER OBLIGATIONS

- 7.1 Customer shall: (a) promptly provide Sablono with all necessary co-operation, access, and information as reasonably requested by Sablono for the purpose of providing the Services and the Deliverables; (b) ensure that any information which it provides to Sablono for use in the provision of the Services is accurate and complete; (c) be responsible for all activities carried out using its User Accounts whether authorised by Customer or not; (d) comply with all applicable laws and regulations in its performance of the Agreement and use of the Services, Deliverables and Documentation; and (e) ensure that its network and systems comply with any relevant specifications provided by Sablono from time to time, including the system requirements as described on the Website or app market places (e.g., Google Play™, App Store (iOS)).

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in the Platform, Services, Documentation and Deliverables are, and shall remain, owned by Sablono, including any Intellectual Property Rights in any Co-innovations, updates, upgrades, modifications or extensions, even if those originate from proposals by Customer. If any Intellectual Property Rights in such materials vest with Customer, Customer hereby assigns such Intellectual Property Rights to Sablono, by way of

present and future assignment, with full title guarantee.

- 8.2 All Intellectual Property Rights in the Customer Data are, and shall remain, owned by Customer. Customer hereby grants to Sablono a worldwide, royalty-free, non-exclusive licence to store, use, and process such Customer Data as necessary to perform the Agreement.
- 8.3 Each party shall be entitled to use the name and logo of the other party and refer to the project name, project type (commercial, residential, etc.), project budget, location, Sablono use case (supply chain monitoring, onsite-collaboration, etc.) and total amount of project activities, in its customer and seller lists (also on its websites) provided that such use complies with any branding guidelines provided by the other party from time to time. Any other references to the other party in any publicity or marketing communication shall require the other party's prior written approval.
- 8.4 Except as expressly stated in the Agreement, no rights in or to the Services, Deliverables, or Documentation are granted to Customer.

9 PAYMENT

- 9.1 Unless otherwise agreed in a Proposal, Sablono may issue its invoice for the Fees for the entire Initial Term in advance at any time on or after the Start Date.
- 9.2 Unless otherwise agreed in a Proposal, the Fees for Renewal Terms shall be payable: (a) annually in advance for Enterprise Agreements; and (b) monthly in advance for Project Agreements.
- 9.3 Unless otherwise agreed in a Proposal, the price for the Services and Deliverables shall be based on Sablono's standard rates from time to time.
- 9.4 Sablono shall be entitled to charge Customer for any expenses reasonably incurred by Sablono personnel in connection with the Services including travel expenses, hotel costs, subsistence and any associated expenses.
- 9.5 All payments required to be made pursuant to the Agreement shall be made within 14 days of the date of the relevant invoice in cleared funds to such bank account as the party to whom the payment is due may from time to time nominate in writing.
- 9.6 All sums payable under the Agreement are exclusive of VAT. Sablono shall not charge VAT provided that reverse charges applies. In the event of any change in applicable law which results in Sablono being required to account for VAT in respect of the Fees then, if VAT is applicable, Sablono shall be entitled to invoice Customer for (and Customer shall pay) such VAT in addition to the Fees.
- 9.7 If either party fails to pay in full on the due date any amount which is payable to the other party pursuant to the Agreement then, without prejudice to any other right or remedy of that other party, the amount outstanding shall bear interest from the due date until up to and including the date that payment is made in full (compounded and accruing on a daily

basis) both before and after any judgment at either: (a) five per cent per annum over the base rate of the Bank of England from time to time; or (b) the statutory interest rate under the Late Payment of Commercial Debts (Interest) Act 1998; whichever amount is the greater amount.

- 9.8 All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any sums due to Sablono are subject to withholding or other similar taxes, Customer agrees that such sums shall be immediately increased so that the net amount actually received by Sablono is equal to the amount which it would have received had such withholding not been due.
- 9.9 Sablono shall be entitled to increase the Fees payable for the Platform at the start of each Renewal Term on no less than 95 days written notice to Customer.

10 LIMITATIONS OF LIABILITY

- 10.1 Neither party excludes or limits its liability under the Agreement for: (a) death or personal injury caused by its negligence; (b) fraudulent misrepresentation; or (c) any other type of liability which cannot by law be excluded or limited.
- 10.2 Subject to clause 10.1, each party limits its liability under the Agreement, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, as follows: (a) the maximum liability of Sablono in each Year for all claims under the Agreement shall not in aggregate exceed the greater of: (i) the Fees paid or payable under the Agreement in the applicable Year; and (ii) £50,000; and (b) neither party shall be liable for: (i) direct or indirect loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings; or (ii) consequential, special or indirect loss or damage; even if such party has been advised of the possibility of such loss or damage.

11 INDEMNITY

- 11.1 Subject to clauses 6.6 and 10.2, Sablono shall defend Customer against any third party claim that the Services, Deliverables or Documentation infringe the Intellectual Property Rights of any third party and shall indemnify Customer for any amounts awarded against Customer in judgment or settlement of such claims. Subject to clause 10.1, this clause 11.1 states Sablono's entire obligations and liability for infringement of Intellectual Property Rights.
- 11.2 Subject to clause 10.2, Customer shall defend, indemnify and hold harmless Sablono against claims, actions, liabilities, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Customer's use of the Services, Deliverables and/or Documentation in breach of clause 5.
- 11.3 The party seeking to rely on an indemnity at clauses 11.1 or 11.2 (the "**Indemnified Party**") shall: (a) promptly and fully notify the other party (the "**Indemnifying Party**") of any third-party claim in respect of which it wishes to rely on the indemnity (a "Claim"); (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings

and to settle the Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, which is not to be unreasonably withheld; (c) provide the Indemnifying Party with any reasonable assistance regarding the Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's reasonable costs so incurred; (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any Claim diligently and in a way that does not bring the reputation of the Indemnified Party into disrepute; and (e) use all reasonable endeavours to mitigate its losses in respect of the Claim.

- 11.4 If there is a Claim under clause 11.1, Sablono may procure the right for Customer to continue using the Services, Deliverables or Documents, replace or modify the Services, Deliverables or Documents so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 5 days' notice to Customer without any additional liability to Customer.

12 CONFIDENTIALITY

- 12.1 Subject to clauses 12.2 and 12.3, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the performance of the Agreement. Each party shall apply the same security measures and degree of care to the other party's Confidential Information as it applies to its own Confidential Information.
- 12.2 Each party may disclose the other party's Confidential Information to such persons engaged by it as is strictly necessary for the performance of its obligations under the Agreement, provided always that those persons are subject to restrictions on disclosure equivalent to those in this clause 12. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 12.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and takes into account the reasonable requests of the other party in relation to the content of such disclosure. Sablono may also disclose, on a strictly confidential basis, the existence of the Agreement, and any relevant information relating to its relationship with Customer, to any potential investor or successor of Sablono's business, solely in connection with any potential restructuring, outsourcing or sale of any or all of the assets of the business.

13 DATA PROTECTION

- 13.1 In this clause 13, 'processing', 'personal data', 'controller', 'data subject', and 'personal data breach' have the meaning given to those terms in the

General Data Protection Regulation (EU) 2016/679 (the "GDPR")

- 13.2 In respect of the processing of personal data under the Agreement ("**Service Personal Data**"), each party is an independent controller and each party shall be responsible for its own compliance with the provisions of the GDPR.
- 13.3 Each party shall take appropriate measures to provide data subjects with information about how and why Service Personal Data is processed by it or on its behalf, which shall include the minimum information required by Articles 13 & 14 of the GDPR.
- 13.4 Sablono shall make available to Authorised Users the Sablono Privacy Policy on the Website.
- 13.5 Each party shall respect and safeguard data subject rights, including those under Chapter III of the GDPR and will promptly provide the other party with all cooperation reasonably requested to enable the other party to comply with requests from any data subject or supervisory authority.
- 13.6 Each party shall have in place their own guidance and procedures that must be followed in respect of a personal data breach involving Service Personal Data ("**Data Security Breach**") and shall notify the other party without undue delay on becoming aware of a Data Security Breach.
- 13.7 Each party agrees to provide the other party with all cooperation reasonably requested in order to facilitate the expeditious handling and mitigation of the impacts of any Data Security Breach.
- 13.8 The parties acknowledge that they are each independently responsible for determining whether a particular Data Security Breach incident should be notified to a supervisory authority, data subjects or any other party (and will consider the representations of the other party as to whether any notification is necessary).
- 13.9 Customer warrants and undertakes that any personal data which it (or its Authorised Users) provide to Sablono in connection with the Agreement has been collected lawfully and may be used lawfully by Sablono in accordance with the Sablono Privacy Policy.
- 13.10 Customer shall promptly inform Sablono if, in Customer's opinion, any of Sablono's processing of personal data infringes (or may infringe) the GDPR or any other Union or Member State data protection provisions.

14 TERMINATION

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so; (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation

to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

14.2 Without affecting any other right or remedy available to it, Sablono may terminate the Agreement with immediate effect by giving written notice to Customer if Customer fails to pay any amount due under the Agreement within 14 days after the due date for payment has elapsed.

14.3 On termination of the Agreement:

(a) Customer shall immediately pay all of Sablono's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Sablono may submit an invoice, which shall be payable by Customer immediately on receipt;

(b) If Customer terminates under clause 14.1, then Sablono shall refund Customer on a pro-rata basis for any Fees which have been paid in advance for Services which have not been provided before the effective date of termination. If Sablono terminates under clauses 14.1 or 14.2 then no refund shall be payable;

(c) If Sablono terminates under clauses 14.1 or 14.2, Customer shall pay the full license fee for the remainder of the Initial Term or then current Renewal Term (as applicable) which shall be due immediately and without any deduction; and

(d) Customer may continue to access its User Accounts for a further 30 days in order to download or export its Customer Data. On expiry of this period Sablono may deactivate the Customer's User Accounts and on expiry of 90 days after such deactivation Sablono will delete all Customer Data in the Customer's User Accounts.

14.4 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect, including clauses 1, 8, 10, 11, 12, 13, 14.3, 14.4, 14.5, 15, and 16.

15 NOTICES

15.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.

15.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Working Hours, at 9am on the first Working Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

16 VARIATIONS

16.1 Sablono may make changes to the functional and technical specifications of the Platform provided that such changes do not substantially impair the usability of the Platform.

16.2 Either party may request changes to the scope of work which has been agreed in the Proposal by submitting a written proposal detailing the requested modifications, scope, due date and other relevant terms (a "Change Request"). Each party shall act reasonably in considering the other party's Change Requests. Change Requests (including any changes to agreed fees, costs or due dates) must be agreed in writing and signed by both parties in order to be legally binding.

16.3 No variation of the Agreement shall be effective unless it is in writing and signed by both parties.

17 GENERAL

17.1 Sablono shall take out and maintain throughout the Term full and effective insurance covering: (a) property damage and financial losses in a sum of not less than €1,000,000; and (b) bodily injury in a sum of not less than €3,000,000, provided that such insurance is available in the market at commercially reasonable rates.

17.2 The parties are independent contractual entities. Nothing in the Agreement is intended to or shall operate to create a partnership, a joint venture or an employment relationship between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

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

- 17.4 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 months or more, the party not affected may terminate the Agreement by giving 30 days' written notice to the affected party.
- 17.5 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed deleted under this clause 17.5, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.6 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 17.7 Customer shall not, without the prior written consent of Sablono (such consent not to be unreasonably withheld, conditioned or delayed), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. Sablono may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 17.8 The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.9 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).