



THIS MASTER AGREEMENT is made upon registration on the Itarmi V2 App, between:

- (1) **Itarmi UK Limited**, a company incorporated in England and Wales (company number 09844175) whose registered office is at 1st Floor, Manor House, Church Street, Leatherhead, KT22 8DN, United Kingdom ("**Itarmi**", "**we**", "**us**" or "**our**"); and
- (2) The Engineer or Partner Organisation registering on the Itarmi V2 App ("**Client**", "**you**" or "**your**"), each a "**Party**". Where the Client is a company or other legal entity, the individual completing registration represents and warrants that they have authority to bind that entity and its affiliates to this Agreement.

Whereas

a. THIS MASTER AGREEMENT AND RELEVANT ADDENDA GOVERNS YOUR CONTRACTUAL RELATIONS WITH Itarmi AND ALL Itarmi AFFILIATES IN RESPECT INTER ALIA OF YOUR ACQUISITION AND USE OF Itarmi OFFERINGS.

b. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SCHEDULE OR STATEMENT OF WORK THAT REFERENCES THIS AGREEMENT OR UPON YOUR USAGE OF THE Itarmi OFFERING, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

c. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE Itarmi OFFERINGS.

Scope. This Agreement applies to all Clients registering on the Itarmi V2 App, whether as an individual Engineer or as a Partner Organisation. Where the Client is a Partner Organisation, all obligations in this Agreement that apply to the Client apply equally to that organisation in respect of itself and all engineers and personnel it supplies through the Itarmi Platform (each a "Partner Engineer"). The Partner Organisation shall ensure that each Partner Engineer is aware of and complies with the relevant terms of this Agreement, and the Partner Organisation shall be liable to Itarmi for any breach by a Partner Engineer as if it were the Partner Organisation's own breach.

Definitions

Access means use of Itarmi Software remotely by an Authorised End User.

Addendum or Addenda means the additional terms and conditions applicable to the Itarmi Offering attached hereto.

Affiliate with respect to Client or us means any legal entity in which the Client directly or in-directly Controls.

Agent means a single installation of the agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server or, in the case of a device without an operating system, on a single computerised device managed by Client and which Agent communicates with the Itarmi Server to transform directions from the Itarmi Server into action tasks. A Server may have multiple operating system instances installed on it (through partitioning or virtualisation). Each instance of the operating system on a partitioned/virtualised server must license an Agent.

Agreement means this Master Agreement, the applicable Addenda and applicable Schedules, and any document incorporated expressly therein by reference.

Assurance means the provision of telephone and online support, fixes, patches and new releases made available while on active Assurance or new Versions if applicable to the generally available Itarmi Software licensed by Client.

Attendees means the participants Authorised by the Client to attend Education classes or courses or as indicated in the Schedule.

Authorized Users means Client, its employees and independent contractors and/or its Affiliates or as otherwise defined in the SaaS Listing, that access and use SaaS provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Client or its Affiliates.

Authorized Use Limitation means the limitation on usage of SaaS as measured by the Billing Metric specified in Schedule.

Billing Metric means the metrics for billing SaaS to Client as defined in the SaaS Listing.

Client means either: (a) an Engineer, being an individual registering on the Itarmi V2 App in their personal capacity to offer their services through the Itarmi Platform; or (b) a Partner Organisation, being a company or other legal entity registering

on the Itarmi V2 App for the purpose of supplying engineers or other personnel through the Itarmi Platform. In either case, the Client is responsible for complying with all the terms and conditions of this Agreement. Where the Client is a Partner Organisation, it is additionally responsible for the conduct and compliance of all engineers and personnel it supplies, and for ensuring each such individual is bound by terms no less restrictive than this Agreement. References to 'you' and 'your' shall be construed accordingly.

Client Intellectual Property means Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Client, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any Itarmi Intellectual Property.

Confidential Information means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, Itarmi Offerings, Documentation, and any benchmark data and results produced.

Control means ownership or control of greater than 50% of an entity's shares or control the board of such entity by force of law or contract, or the equivalent.

Client Data means any information provided by Authorised Users in the course of accessing and using SaaS and stored in connection with SaaS.

Client Provided Materials means any data, materials, items or information supplied to Itarmi under the Agreement.

Course Materials means any Education content provided to Client in any media pursuant to a Schedule, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by Itarmi or a Itarmi subcontractor.

Deliverables means items provided to the Client pursuant to an SOW.

Education means any standard or customized education offerings, training or instruction, or related services, provided by Itarmi or a Itarmi subcontractor in any format or location, including without limitation, (i) instructor led training, including at Itarmi or Client site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) classroom training or testing, at a Itarmi or third-party training facility.

Itarmi Affiliate means any company which owns, is owned by, or is under common ownership with Itarmi UK Ltd. Ownership means having Control.

Itarmi Offering means the individual offering (such as software, services, software as a service etc.) made available by Itarmi as defined in the Addenda and/or Schedule.

Itarmi Intellectual Property means Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party.

Itarmi Personnel means employees, sub-contractors or agents on behalf of Itarmi that have entered into confidentiality provisions no less restrictive than defined in the Agreement.

Itarmi Platform means the systems, hardware and software used to host, store, manage and process the Itarmi Offerings.

Itarmi Server means the Software's automation and remediation data centre dedicated to: (i) processing information provided by the Agents; and (ii) transforming that information into computational tasks directed back to the Agents for the proper implementation and functionality of the Software.

Itarmi Software means the on-premises computer software programs, made generally available and licensed to a Client under this Addendum pursuant to the applicable Schedule including all Versions, Releases, provided as part of Assurance if applicable.

Data Centre Region means a geographic region that are served by one or more hosting facilities for Itarmi SaaS.

Documentation means the documentation, technical product specifications and/or user manuals, published by Itarmi or any entity within Itarmi group of companies (each an Itarmi entity) that is made generally available with Itarmi Offerings.

End User means an unaffiliated, third-party customer of Client that receives Managed Services for such third party's internal business purposes from Client.

Force Majeure Event means an event that arises out of circumstances or causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, epidemic or pandemic, strike or other stoppage (whether partial or total) of labour, industrial action, epidemics, pandemics, civil unrest, fire, flood, storms, earthquakes, terrorism, war or governmental action, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) power failure, failure of telecommunications networks or internet service provider and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility.

Free Offerings means Itarmi Offerings that Itarmi makes available to You free of charge. Free Offerings exclude Itarmi Offerings offered as a free trial and Itarmi Offerings licensed by Client for a fee.

License Metric means the specific criteria for measuring the usage of the Itarmi Software (such as Agents, Named Users or Servers).

Named Users means a specific individual or device designated by Client to use or is managed by the Itarmi Offering as specified in the Documentation. A non-human operated device or process may be counted as a Named User as specified in the Documentation if such device requires unique identification to the Itarmi Offering (i.e. its own access credentials). Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to the Itarmi Offering.

Non-Production means any Client deployed environment that is not Production such as development, test, staging, demonstration, or training environments.

Managed Services means the services provided by a Client to End Users using the SaaS and Client's intellectual capital and/or additional services supplied by Client.

Operations Centre or OC is the datacentre location where Client installs the Itarmi Software to run the Managed Services.

Parties means individually and or collectively Itarmi and/or the Client.

Perpetual License means a license to use Itarmi Software for an indefinite period subject to compliance with the Agreement.

Production means the "live" environment of SaaS that Client uses as their business environment.

Project Coordinator means the individual appointed by a party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other party in relation to the Services.

Release means a general available release of a Itarmi software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version.

Services means the professional services provided by Itarmi or its designated subcontractors to the Client as set out in the relevant SOW.

Services Documentation means the documentation provided to the Client pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, or installation and user guides, as applicable.

Subscription means a license to use Itarmi Software.

SaaS or SaaS Offering means the online version of the Itarmi software and/or type of online service defined in the Schedule and made available to Authorised Users via the Internet.

SaaS Listing means the operating parameters, data and data centre location(s), applicable audit standards, availability standards and any other details for the specific SaaS Offering as published or made available by Itarmi. SaaS Listings may define provisioning and management processes applicable to the SaaS Offering, types and quantities of system resources (such as storage allotments), functional and technical aspects of the SaaS, as well as a catalogue of available service requests.

SaaS Release and Upgrade Policy means Itarmi published policy on version and patch upgrades of its SaaS Offerings.

Schedule means a signed mutually agreed ordering document such as an Itarmi order quote or statement of work for the specific Itarmi Offering licensed or purchased.

Scheduled Downtime means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS and data centre infrastructure where Itarmi provides notice to Client at least 48 hours in advance.

Server means a single computer or computer program that manages access to a centralised resource or service in a network.

Service Level Availability or SLA means the targeted availability levels measured in the Production environment, as specified in the SaaS Listing which may vary according to each SaaS Offering and its component capabilities.

Security Breach means access to Client Data by an unauthorised person or entity.

SOW or Statement of Work means a description of Services to be provided or as referenced in the Schedule.

Subscription Term means the initial or renewal period of the subscription to a SaaS Offering as set out in the Schedule.

Subcontractors means any entity which Itarmi or a Itarmi Affiliate has a contract for provision of certain services and will include terms to protect confidentiality and data.

Term means, with respect to each Schedule, the period during which the Itarmi Offering is provided, licensed or granted.

Territory is the location indicated on the Schedule where Client is Authorised to install the Itarmi Software.

Transfer means sending Itarmi personal data or providing Itarmi access to personal data Itarmi Confidential and Proprietary Information.

Trial Period means the period of time that Client accesses and uses Itarmi Offerings for evaluation or trial. If no time is indicated, then the period shall be set for thirty (30) days.

Version means a release of a Itarmi Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and Service Packs (if they have occurred).

1. COMPETITOR MONITORING RESTRICTIONS - ORDERING AND DELIVERY

- 1.1. This Master Agreement does not entitle Client's Affiliates to directly purchase any Itarmi Offering from Itarmi, unless such Affiliate enters into a participation agreement with Itarmi to adopt and adhere to the terms for this Master Agreement and applicable Addenda.
- 1.2. You may not access any Itarmi Offerings if You are a direct competitor, except with our prior written consent.
- 1.3. You may not access any Itarmi Offerings for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 1.4. Any terms that may appear on a Client's purchase order shall not apply to the Agreement and shall be deemed null and void.
- 1.5. Where delivery is required, the Itarmi Offering will be delivered by electronic delivery (ESD) from Itarmi's shipping point. To the extent that the Itarmi Offering involves Itarmi Software, and if the Itarmi Software is delivered by ESD, the obligation to deliver the Itarmi Software shall be complete upon transmission of such software electronically to Client. At that time and place, all risk of loss of the copy of the Itarmi Software shall pass to Client. Itarmi agrees to be responsible for all customs duties and clearances and title to any Itarmi hardware if included will pass upon point of delivery to carrier at Itarmi's shipping location.

2. CONFIDENTIAL INFORMATION

- 2.1. **Defined terms.** Confidential Information or CI means all information disclosed by one party (Discloser) to another party (Recipient) that is designated as confidential. CI includes information relating to the Discloser's technologies, know-how, processes, software, research, design specifications, products and services (past, present and proposed), financial information (including analyses, projections, statistics and forecasts), customer lists (current and potential), sources of supply, sales and marketing plans, business plans and models, personnel, and shareholders; together with all copies in any form. CI shall not include information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is lawfully disclosed to the Recipient by a third party without breach of any obligation owed to the Discloser; (iv) is independently developed by the Recipient.



- 2.2. Protection of CI.** During this agreement and for a period of two years after its termination, the Recipient shall: (i) protect the confidentiality of the Discloser's CI with the same degree of care that it uses to protect its own CI of like kind, but in no event, no less than reasonable care; (ii) not use the Discloser's CI for any purpose outside the scope of this Agreement; (iii) not disclose the Discloser's CI to any third party without written consent from the Discloser; (iv) limit access to the Discloser's CI to such employees, contractors and agents as require access to the CI in order for the Recipient to perform its obligations under this Agreement and subject to each such party signing a confidentiality agreement no less stringent than this section 2 (Confidential Information).
- 2.3. Required disclosure.** The Recipient may disclose the Discloser's CI if required to do so under any applicable law, regulation or order of a competent court with jurisdiction; provided, however, that the Recipient shall, if legally permitted, give the Discloser prompt written notice of any such legal request, sufficient to allow the Discloser to object to the request and/or seek a protective order or, if such notice is prohibited by law, the Recipient shall disclose the minimum amount of CI required under the applicable legal mandate.

3. INTELLECTUAL PROPERTY

- 3.1. Your intellectual property.** You retain all intellectual property rights in materials that you own and provide in connection with the Managed Service.
- 3.2. Deliverables.** Deliverables that we provide to you shall not infringe the intellectual property rights of a third party. You shall own any intellectual property rights in the Deliverables, except any intellectual property rights owned by Itarmi in items inextricably embedded in the Deliverables. No aspect of the Itarmi Platform shall form part of any Deliverable.
- 3.3. Itarmi Platform.** We own all right, title and interest in all intellectual property rights in the Itarmi Platform, any material we publish on it and in our branding (including registered and unregistered trademarks, service marks, names, logos or slogans). You irrevocably and unconditionally waive any and all moral rights in relation to the Itarmi Platform and branding.

4. INDEMNIFICATION

- 4.1.** Itarmi will indemnify, defend and/or, at its option, settle any third-party claims that Client's use of the specific Itarmi Offering licensed or purchased by Client under this Agreement infringes any valid patent or copyright within the jurisdictions where Client is Authorised to use the Itarmi Offering. Itarmi may, at its sole option and expense: (i) procure for Client the right to continue to use the Itarmi Offering; (ii) repair, modify or replace the Itarmi Offering so that it is no longer infringing; or if (i) and (ii) are not commercially practicable, (iii) provide a pro-rated refund of the fees paid for the Itarmi Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Itarmi is notified of the third Party claim. If the Itarmi Offering is Itarmi Software, and is licensed on a perpetual basis, an amortisation schedule of three (3) years shall be used for the basis of the refund calculation.
- 4.2.** Itarmi shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Itarmi Offering except a modification by Itarmi, (ii) if the Itarmi Offering is not being used in accordance with Itarmi's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Itarmi published update or patch provided at no additional charge, or (iv) if the alleged infringement results from a combination of the Itarmi Offerings with any third party product. The indemnifications contained herein shall not apply and Itarmi shall have no liability in relation to any Itarmi Offering produced by Itarmi at the specific direction of Client. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF Itarmi REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CLIENT WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHT.
- 4.3.** Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses as a result of a third-party action alleging a bodily injury or death which arises from the provision of services under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party.
- 4.4.** Client agrees to indemnify and defend Itarmi against any claim, demand, suit or proceeding made or brought against Itarmi by a third party alleging that any Client Data infringes or misappropriates such third party's intellectual property rights, or arising from Client's use of an Offering in violation of the Agreement, the Documentation, Schedule or applicable law (each a "Claim Against Itarmi"), and Client will indemnify Itarmi from



any damages, attorney fees and costs finally awarded against Itarmi as a result of, or for any amounts paid by Itarmi under a settlement approved by Client in writing of, a Claim Against Itarmi.

- 4.5. Client shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Client Provided Materials by Itarmi UK Ltd, (ii) if the alleged infringement would be avoided or otherwise eliminated by using materials provided by the Client to replace the infringing Client Provided Materials; or (iii) if the alleged infringement results from a combination of the Client Provided Materials and any third party products. THE FOREGOING PROVISIONS STATE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY AND OBLIGATIONS OF CLIENT REGARDING CLAIMS OF INFRINGEMENT WITH RESPECT TO CLIENT PROVIDED MATERIALS UNDER THE AGREEMENT.
- 4.6. The above indemnities are contingent upon: (i) the indemnified Party providing prompt notice of any claim of infringement and assistance in the defence thereof, (ii) the indemnifying Party's sole right to control the defence or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of the other Party, and (iii) the indemnified Party not taking any actions or failing to take actions that hinder the defence or settlement process as reasonably directed by the indemnifying Party.

5. LIMITATION OF LIABILITY

- 5.1. Under no circumstances shall Itarmi be liable for any losses relating to the Itarmi Offering or the actions of Itarmi in connection with this Agreement that was not brought to its attention by Client in writing within forty-five (45) days of its occurrence. No claim for losses or other relief arising out of this Agreement or the Itarmi Offering may be filed by Client more than one (1) year following its delivery to Client.
- 5.2. EXCEPT IN THE CASE OF A BREACH OF EITHER PARTY'S CONFIDENTIALITY OR INFRINGEMENT OF Itarmi's INTELLECTUAL PROPERTY RIGHTS, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF Itarmi's SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY Itarmi OFFERING, REGARDLESS OF WHETHER SUCH LOSS WAS FORSEEABLE OR A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES PAID AND OR OWED FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE BREACH DURING THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS TO MAKE PAYMENTS DUE HEREUNDER.

6. TERM AND TERMINATION

- 6.1. This Master Agreement shall continue in effect unless otherwise terminated in accordance with this section.
- 6.2. The initial term of each subscription and/or Assurance shall be as specified in the applicable Schedule. Subscriptions and/or Assurance will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant term. The per-unit pricing during any renewal term will increase to the then current list price. Except as expressly provided in the applicable Schedule, renewal of promotional pricing will be at Itarmi UK Ltd.'s applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which the volume for any Itarmi offering has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- 6.3. This Master Agreement and/or applicable Addendum(s) and/or the applicable Schedule may be terminated by either Party.
- (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or upon insolvency of the other Party, if permitted by law.
- (b) Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Master Agreement or the Agreement. Excepting for termination based on Itarmi's uncured material

breach, all fees are non-cancellable and non-refundable unless a pro-rated refund applies as provided in the applicable Addendum. In the event of a termination by Itarmi for an uncured material breach by Client, all fees shall immediately become due and payable.

7. DISPUTE RESOLUTION

- 7.1.** Any dispute, controversy or claim arising out of the Agreement (a “Dispute”) shall be resolved as provided in this section. Prior to the initiation of formal dispute resolution procedures, the Parties shall first meet in an effort to resolve the Dispute. If Client and Itarmi are unable to resolve the Dispute within thirty (30) days, then each of Itarmi and Client will appoint one (1) senior executive who is not involved on a day-to-day basis with the subject matter of the Agreement to negotiate a resolution to the Dispute.
- 7.2.** Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior executives that resolution of the Dispute does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. The provisions of paragraphs (i) and (ii) will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonably necessary to protect its interests.

8. GENERAL

- 8.1. Deductions.** All amounts payable to Itarmi will be paid in full without any deduction or set-off, except for any deduction required by law. If a deduction is required by law, the payer will pay such additional amount as will ensure that (after any required deduction) Itarmi receives the same final net amount that it would have received if no deduction had been required. You must account to the relevant tax authority for any tax deduction within the applicable time limit and provide us with a valid tax certificate.
- 8.2. Exclusive of sales tax.** All fees we charge are exclusive of any valued added tax (VAT), sales taxes, customs levies, charges and duties due in any relevant jurisdiction, which you agree to pay in addition. We shall provide a valid VAT invoice where applicable. If you are registered for VAT within the European Union, you must provide us with your VAT registration number.
- 8.3. Overdue amounts.** Without prejudice to our rights, we may charge interest on any overdue amount at the statutory rate, accruing daily and compounding monthly, and otherwise in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as well as reasonable legal and enforcement costs. We will be entitled to allocate payments received from you to set off against, deduct from or to settle, in full or in part, any current or future liabilities of yours or sums you owe to us, in any order or manner we determine.
- 8.4. Compliance.** Each party shall: (i) comply with all applicable laws; (ii) not seek or accept a benefit that involves bribery or corruption; (iii) not promote, induce or assist a breach of contract or legal duty.
- 8.5. Contact.** Customer may contact Itarmi by e-mail at operations@itarmi.com. Itarmi may contact Customer by e-mail at the nominated e-mail address in the Schedule. Either party may also give any written notice using postal mail or physical delivery pursuant to this agreement at the other party’s current registered address.
- 8.6. Receipt of notice.** Any communication by e-mail shall be deemed to be received on the date it is sent if that is a Business Day, otherwise the next Business Day. Any notice by postal mail or physical delivery shall be deemed to be received on the date of delivery as evidenced by receipt issued by postal mail service or independent delivery service if it is a Business Day, otherwise the Business Day following such delivery.
- 8.7. Insurance.** (a) Itarmi: During the term of this Agreement, Itarmi shall at its own cost maintain insurance with reputable insurers for public liability, professional indemnity, and product liability, with minimum liability limits of five million pounds sterling (£5,000,000) per claim and two million pounds sterling (£2,000,000) in aggregate for all claims in a year.
- (b) Client/Engineer: The Client shall, at its own cost and expense, maintain throughout the term of this Agreement and for a period of not less than twelve (12) months following its termination or expiry, adequate insurance cover with a reputable insurer, including as a minimum: (i) professional indemnity insurance with a limit of indemnity of not less than £1,000,000 per claim or per occurrence; (ii) public liability insurance with a limit of indemnity of not less than £2,000,000 per claim or per occurrence; and (iii) any other insurance required by applicable law or regulation.

(c) Partner Organisations: Where the Client is a partner organisation supplying engineers or other personnel to or through Itarmi ("Partner"), the Partner shall ensure that each such engineer or individual is covered by insurance meeting the minimum requirements set out in clause 8.7(b), whether under the Partner's own policy or under a policy maintained by the individual. The Partner shall be responsible for obtaining and holding evidence of such cover for each individual and shall make such evidence available to Itarmi on written request within five (5) business days.

(d) Evidence: Each Party shall, upon written request by the other, provide evidence of its own insurance cover, including copies of relevant policy documents and certificates of insurance, within five (5) business days of such request.

(e) No limitation: The maintenance of insurance under this clause shall not limit or reduce either Party's liability to the other under this Agreement or otherwise.

- 8.8. Entire agreement.** This Agreement (including any SOWs pursuant to it) is the entire agreement between us in relation to its subject matter and it supersedes all other agreements or understandings.
- 8.9. No reliance.** You acknowledge and agree that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in this Agreement. You shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 8.10. No waiver.** No relaxation or delay in enforcing this Agreement or existence of escalation procedures shall constitute a waiver and shall not restrict or prejudice a party's rights and remedies. An effective waiver may only be given expressly in writing. A waiver of a breach will not be deemed to waive any later or continuing breach.
- 8.11. Severability.** Each provision of this Agreement operates separately. If any provision or part of a provision of this Agreement is found to be illegal or unenforceable, the rest of this Agreement (or part of the relevant provision) shall remain in force.
- 8.12. No third party rights.** Nothing in this Agreement, express or implied, is intended to or shall confer on any third party any right, benefit or remedy of any nature under this Agreement. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.
- 8.13. Event outside our control.** Neither party will be in breach or liable for delay or failure in performing any of its obligations (except payment of fees and expenses which are due and payable) if the delay or failure results directly or indirectly from any Force Majeure events.
- 8.14. No transfer.** A party may not assign or transfer this agreement without our prior written consent, except that a party may assign this agreement to a successor by reason of merger, reorganisation, sale of all or substantially all of its assets, change of control or operation of law, provided that such successor of yours does not own or operate software that competes with the Itarmi Platform.
- 8.15. Relationship of the parties.** Our Agreement does not create a relationship of employment, agency, joint venture or partnership between us.
- 8.16. Survival of terms.** Termination shall not extinguish accrued rights. Any rights or obligations that by their nature are reasonably intended to survive termination shall survive termination of our agreement (including rights and obligations in respect of termination of access, confidential information, data protection, intellectual property rights, limitations of liability, payments, status of engineers, governing law and legal jurisdiction and the provisions of this section 8).
- 8.17. Time limit for claims.** No Party may bring any claim more than one (1) year after the cause of action accrued.
- 8.18. Customer Affiliates.** A Customer and its Affiliates shall be jointly and severally liable for all of their liabilities in relation to this Agreement. No Loss shall be recoverable twice.
- 8.19. Variation.** This Agreement and any Schedule may only be varied in writing.
- 8.20. Governing law and courts.** Our Agreement and its subject matter are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with this Agreement and its subject matter.
- 8.21. Client Data.** Client represents and warrants that (i) it has the right, including consent where required, to lawfully transfer to Itarmi all Client Data and any other data or information related to Client's access or use of a Itarmi

Offering, (ii) its use of the Itarmi Offerings does and at all times will comply with applicable law, including, but not limited to, the UK and European Union General Data Protection Regulation; (iii) it is responsible and liable for all activities that occur in user accounts, and (iv) it shall not disclose or share any confidential information obtained through its use of Itarmi Offerings with any third party without prior written consent from Itarmi.

- 8.22. Import Export.** Client acknowledges that the Itarmi Offering(s) are subject to control under UK, European and U.S. law, including the Export Administration Regulations and agrees to comply with all applicable import and export laws and regulations. Client agrees that the Itarmi Offering(s) will not be exported, re-exported or transferred in violation of UK, European or U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Client has knowledge or reason to know that the Itarmi Offerings are intended or likely to be used for such purpose.
- 8.23. Audit.** Itarmi reserves the right, on 30 days' notice to the Client, to conduct an audit remotely or onsite of Client and/or its Affiliates' facilities to verify Client's compliance with the terms of the Agreement. Itarmi agrees that such audit shall be conducted during regular business hours at Client's offices and Itarmi shall endeavour to conduct such audit so as not to interfere unreasonably with Client's activities. Itarmi may use a mutually agreed upon independent third party to conduct the audit subject to terms of non-disclosure, if required by Client. Unless supported by reasonable suspicion of a deviation from the terms of the Agreement audits shall be no more frequently than once per calendar year.
- 8.24. Non-Hire.** Each Party agrees that during the term of this Agreement, and for a period of twelve (12) months after termination of this Agreement, neither Party will solicit for hire, either directly or indirectly, any employee to leave the employment of the other Party and its affiliated companies or to hire/retain such person(s). The Parties agree that these provisions are necessary and reasonable to protect the legitimate business interests that each Party and its affiliated companies have in protecting substantial investments in such employees.
- 8.25. Non-Solicitation of Clients.** Neither Party shall, during the term of this Agreement and for a period of twelve (12) months following its termination or expiry, directly or indirectly solicit, approach, or accept business from any end client, customer, or prospective customer of the other Party with whom it had contact or became aware of through use of the Itarmi Platform or in connection with this Agreement, for the purpose of offering services that are the same as or substantially similar to those facilitated through the Itarmi Platform.
- 8.26. Interference and Competition.** Neither Party shall, directly or indirectly, during the term of this Agreement: (i) induce or influence any employee of the other Party or any other person or entity to terminate their relationship with that other Party; or (ii) use a Itarmi Offering to produce a product or service that competes with the Itarmi Offering.
- 8.27. Announcements.** Client grants Itarmi a royalty-free, limited, non-transferable (except in connection with an assignment of this Agreement), non-exclusive license during the term of this Agreement to use and display Client's logos and trademarks in customer lists, advertising materials, trade show materials and other literature identifying Itarmi customers. Itarmi may issue a press release regarding the transaction with Client.
- 8.28. Counterparts.** This Master Agreement, any Addendum and any Schedule as applicable may be signed in any number of counterparts and each part shall be considered part of the whole and valid, legally binding document.
- 8.29. Agreement to Terms.** The Parties agree to this Agreement by accepting all the Terms and Conditions when registering on the Itarmi V2 App. The act of accepting the Terms and Conditions constitutes a binding agreement, and such acceptance shall have the same validity, enforceability, and admissibility as a handwritten signature.
- 8.30. Signature.** The Parties acknowledge and agree that this Agreement may be electronically accepted when registering on the Itarmi V2 App.
- 8.31. Notice.** All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail or overnight courier. If delivered personally, notice shall be deemed effective when delivered; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.