# GENERAL TERMS AND CONDITIONS

## 1. APPLICABILITY AND INTERPRETATIONS

1.1. These General Terms and Conditions ("Terms & Conditions") shall govern all Contracts between Service Provider and its Client(s), unless otherwise agreed in writing, and must be accepted as the basis of the Contract for the provision of Services. They may not be varied, except as described below. The commencement of the provision of the services or the Effective Date of the Contract, whichever is the earlier, constitutes acceptance of these Terms & Conditions.

1.2. Any reference by the Client(s) to its own terms and conditions shall not be applicable.

1.3. The Contract binds each Party and their respective representatives, successors and permitted assigns. A reference in the Contract to a Party means and includes that Party and its representatives, successors and permitted assigns.

## 2. DEFINITIONS

In these Terms & Conditions unless the context otherwise requires, the following words and expressions have the following meanings:

2.1. "**Authorized Users**" means the Client (i) employees, including affiliated companies' employees, (ii) its subsidiaries and (iii) its affiliated companies which are expressly mentioned in the Contract. The list of Authorized Users may be amended with Service Provider prior approval.

2.2. "**Confidential Information**" means:

a. with respect to Client: (i) the Client Data, (ii) Client requirements for the Service;

b. with respect to Service Provider: (i) the Service, Documentation, implementation plans, System Data and analyses under Section 5.7, and (ii) information on research and development, product and services offerings, pricing and availability;

c. More generally, any non-public data, information, or other materials provided by one Party to the other Party, whether or not identified as confidential.

2.3. "**Client Data**" means any content, data, information or other materials, that Authorized Users enter into and process through the Service including their derivatives. Client Data does not include Service Provider's Confidential Information.;

2.4. "**Documentation**" means Service Provider's then-current technical and functional documentation, usage guides and policies for the Service, which are made available to Client with the Service.

2.5. "**Effective Date**" means the date means the earlier of (i) the date specified on the Order Form on which the Service commences, (ii) the date the Client first accesses the Service, or (iii) the date the Client agrees and signs the Final Acceptance Form;

2.6. "**Intellectual Property Rights or 'IPR'**" include any product of human mind or computer which may be protected under any law in any jurisdiction, and additionally including (whether or not protected under law) without limitation, patents (including reissues, divisions, continuations and extensions thereof), utility models, design patents and other registered designs, design rights, copyrights, trademarks, logos, and other similar proprietary rights, all rights of whatsoever nature in computer programs, software and data of any kind and in whatever form, and all intangible rights and privileges of a nature similar to any of the foregoing whether or not registered, including all granted registrations and applications of the same. Furthermore, any information, including but not limited to know-how, trade secrets, algorithms, research and development and information concerning equipment and software, and/or knowledgebase of metrics and frameworks for industries and professional functions shall be covered by the term Intellectual Property Rights for the purpose

of this Contract**.**

2.7. "**Party**" means Client or Service Provider as the circumstances require. Parties refers to the Client and the Service Provider together.

2.8. "**Professional Services**" means additional services such as customizations of reports, analytics, interfacing with Client's systems and tools, training and/or additional training, etc., performed by the Service Provider aside and/or beyond the Service, as described in an Order Form.

2.9. "**Service(s)**" means any distinct and identified, subscription-based, hosted, supported and operated on-demand Akila application(s) and/or solution(s) provided by Service Provider to Client under the Contract. The service is licensed to Client and not sold or otherwise assigned to Client, whether in whole or in part.

2.10. "**Service Level Agreement**" or "**SLA**" means the levels applied by Service Provider to the Service and support provided to Client as chosen by Client and incorporated in an Order Form.

2.11. "**Subscription Term**" means the term of the Service subscription identified in the applicable Order Form, including all renewals if any.

2.12. "**System Data**" means all system-generated information, i.e., automatically generated as a result of the use of the Service or Service Provider's provision of the Service.

## 3. ORDER OF PRECEDENCE

3.1. The documents listed below together form the legally binding agreement ("Contract") between Service Provider and the Client: (i) the Form of Contract, (ii) the Appendices to the Form of Contract, (iii) the Order Form (if any) and (iv) these Terms & Conditions.
If there is any ambiguity, discrepancy or inconsistency between the documents comprising the Contract, the documents shall rank in the order of precedence listed above, but only to the extent necessary to resolve such conflict or inconsistency.

3.2. Service Provider may make amendments to these Terms & Conditions with 30 days' notice to the Client.

## 4. REPRESENTATIVES

4.1. Each Party shall appoint an operation representative for liaising with the other Party regarding the operational execution of the Contract and may replace such representative by giving written notice to the other Party. Such written notice can be given by email. The Parties' operation representative shall have no authority to amend the Contract.

## 5. RIGHT TO USE THE SERVICE

5.1. **Right to Use.** Subject to the terms and conditions of the Contract and the payment of corresponding initial Set-up Fees for the implementation of the Services and Subscription Fees, as stated in the applicable Order Form, Service Provider grants to Client a non-exclusive, non-transferable, non-sub-licensable right to use the Service as described in the Contract and, as the case may be, the Documentation solely for Client's internal business operations during corresponding Subscription Term. Permitted uses and restrictions of the Service apply to Documentation.

5.2. **Usage Limits.** Service is subject to usage limits stated (i) in the applicable Order Form, including, as the case may be, number of Authorized Users, transaction volumes, and (ii) in the present General Terms and Conditions and (iii) applicable Documentation if any.

5.3. **Authorized Users.** Access credentials for the Service may not be used by more than one individual but may be transferred from one individual to another if the original Authorized User is no longer permitted to use the Service (not including the password however, which must be changed). Client is responsible for any

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act, omission or breaches of the Contract caused by Authorized Users. Client will be solely responsible for obtaining the authorizations, licenses and consents, if and as required by any applicable law, to make the Service available to the Authorized Users.

5.4. **Acceptable Use Policy.** With respect to the Service, other than the rights specified in this Contract, no right or interest whatsoever is granted to Client in connection with the Service. Without limiting the foregoing, Client will not:

a. use the Service for purposes other than the purposes for which it is intended as defined in this Contract;

b. rent, lease, lend, sell, sublicense, assign, distribute, or transfer in whole or in part the right to use the Service or any part thereof;

c. make any Service, in whole or in part, available to anyone other than Authorized Users and/or otherwise attempt to gain or permit unauthorized access to the Service, including in a way that circumvents Usage Limits;

d. disassemble, decompile, reverse-engineer, copy, translate, alter, modify or make derivative works, in whole or in part, of the Service, the Documentation;

e. build a competitive product or service, or a product or service copying, infringing or using similar ideas, features, functions or graphics of the Service or the Documentation;

f. input, upload, transmit, or otherwise provide or process in or through the Service any data, information or other content that is unlawful, in violation of applicable data Privacy or cybersecurity laws, infringes any Intellectual Property Rights, or that contains, transmits, or activates any viruses, worms, Trojan horses or other harmful code, files, scripts, agents or programs;

g. circumvent, bypass, endanger or breach the Service's protection or security;

h. provide, disclose or transmit any results of tests or benchmarks related to the Service or any part thereof to any third party;

i. use the Service or any part thereof in any manner that does not comply with this Contract or applicable laws and regulations.
Any use of the Services in breach of this Contract, including the Documentation, by Client; or any Authorized User(s), or that, in Service Provider's reasonable judgment, threatens the security, integrity or availability of its products and services, may result in the immediate suspension of the Service. However, Service Provider will use commercially reasonable efforts under the circumstances to provide Client with notice and an opportunity to remedy such violation or threat, depending on the circumstances, prior to such suspension or immediately thereafter.
Any rights not expressly granted herein are reserved by the Service Provider and its licensors.

5.5. **Verification of Use.** Client will monitor its own use of the Service and report any use in excess of the Usage Limits as referred in the above Section 5.2. Without prejudice to the foregoing, Service Provider may monitor use to verify and configure the Service so as to ensure compliance with such Usage Limits and the Contract. Client agrees to pay the additional applicable fees for any use in excess of Usage Limits.

5.6. **Modifications.** The Service may be modified by Service Provider, at any time and at its sole discretion. Such modifications will be notified to the Client through release notes, Documentation or the Service. In case of modifications, which are not solely an enhancement, improvement or minor modification/change, an updated Documentation will be delivered to the Client; If Client establishes that a modification is not solely an enhancement, improvement or minor modification/change, and materially reduces the Service, Client may terminate its subscription to the affected Service by providing written notice to Service Provider within thirty (30) days after receipt of Service Provider's informational notice of the contemplated modification.

5.7. **Analyses.** Service Provider may create analyses utilizing anonymized Client Data. Analyses will be performed on anonymized and aggregated information. Examples of how analyses may be used include: research and development; automated processes that enable continuous improvement, performance optimization and development of new Service Provider products and services; optimizing resources and support; optimizing resources and support; optimizing resources and support; verification of security and data integrity; internal demand planning; and non-customer-specific data products such as industry trends and developments, indices as to general types of products, defects and issues, standards and processes and anonymous benchmarking. Service Provider may make such analyses available at Service Provider's then current corresponding rate.

5.8. **Suspension of Service.** Any use of the Services (i) in breach of this Contract or the Documentation, (ii) in breach of Usage Limits, or (iii) that, in Service Provider's reasonable judgment, threatens the security, integrity or availability of the Service and/or may result in material harm to the Service, Client or its Authorized Users, Service Provider or other Service Provider customers, may result in the immediate suspension of the Service. Service Provider will promptly notify Client of the suspension. In case of suspension for security reasons, Service Provider will limit the suspension in time and scope as reasonably possible under the circumstances.

5.9. **No-charge products or services.** Service Provider may, at its sole discretion, (i) make one or more new products or services (ii) and/or make beta services for testing of potential new and/or additional functionalities or features, which are not part of the Services, available to Client for a free trial for a limited time under certain conditions during the Subscription Term. In such a case, these products, services or beta services shall be provided "AS-IS" without any warranty whatsoever and shall not fall under the SLA.

5.10. **Access to Client Data.**

a. During the Subscription Term, Client can access its Client Data at any time. Client may export and retrieve its Client Data on an on-going basis in the Service Provider standard format.

b. At the Contract term, Service Provider shall within thirty (30) days from such Contract term, delete the Client Data remaining on servers hosting the Service, except as required otherwise by applicable laws . Retained data remains subject to the confidentiality provisions of the Contract for the full retention period.

c. Without prejudice to the foregoing, Client may request, in writing, extraction and export of Client Data during the thirty (30) days following the Contract term, in which case such extraction and export is covered under Professional Services.

d. In the event of third-party legal proceedings relating to the Client Data, Service Provider will cooperate with Client and comply with applicable laws (both at Client's expense), with respect to handling of the Client Data. Client expressly understands and agrees that Service Provider may be requested by authorities to give access to the Service as provided to the Client and to Client Data or copy(ies) of Client Data by relevant supervisory authorities or regulators and is authorized to do so. Service Provider will inform Client, as far as allowed to do so by law or such authorities or regulators, of such request.

5.11. **Professional Services.** If an Order Form includes the

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provision of certain Professional Services, such Professional Services shall be provided in accordance with the terms and conditions thereof and, as the case may be, the applicable Statement of Work. The Professional Services shall be provided remotely (and not at Client's site), unless otherwise agreed in writing between the Parties.

## 6. CUSTOMER'S RESPONSIBILITIES

6.1. **General responsibilities.** Client agrees to operate each Service in accordance with this Contract, the applicable Documentation and any other specific conditions of the Service, and to ensure that its Authorized Users comply with the same. Client shall be solely responsible for collection and maintenance of all personal data contained in the Client Data in compliance with applicable data privacy and, as the case may be, cybersecurity laws and, among others, obtaining all consents and authorizations as may be required. Furthermore, Client is solely responsible for the credentials to Authorized Users, management, confidentiality and security of the same, and potential acts of and/or security breaches due to Client, its Authorized Users and/or the misuse or unauthorized use of their credentials. Client will, more generally, maintain strict security standards for its Authorized Users' use of the Service.

Without prejudice to the generality of the foregoing and in addition to any other undertaking or responsibility of Client as set forth in this Contract, Client shall be solely responsible and liable for, and in connection with: (i) the manner in which Client, Authorized Users and third party use the Service in breach of the Contract (ii) Client Data, including without limitation Client's rights to access and use such Client Data in connection with the Service; and/or (iii) compliance by Client and its Authorized Users with any and all applicable laws and with third parties' rights in connection with the foregoing.

6.2. **Client Data.** Client is solely responsible for the Client Data, its legality, accuracy quality, integrity, reliability and appropriateness and entering it into the Service. Client grants to the Service Provider (including Service Provider's subcontractors) a non-exclusive right to process Client Data solely to provide and support the Service (which, unless otherwise agreed upon, consists exclusively in hosting).

Without prejudice to the foregoing, and as far as Service Provider is considered a personal data processor of the Client's personal data (which is part of Client Data) - Client being the personal data handler, handling of such personal data shall obey the provisions set forth in the present Contract.

## 7. PRICE & PAYMENT

7.1. **Fees and Payment**. Client will pay to the Service Provider the Subscription Fees and, as the case may be, fees for Professional Services and/or any other fees or charges as stated in the applicable Order Form executed by Client (collectively referred to as the "Fees"), within five (30) days of receipt of the corresponding invoice(s). For the sake of clarity Client may, at any time, request extension of the Service as well as additional paying features, applications and/or modules or upgrade of the Service (increase of Usage Limits or volumes) during a Subscription Term and/or the performance of Professional Services, at the then corresponding applicable Fees. Such upgrade and/or additional Subscription, or Professional Services shall be formalized through an addendum, and corresponding Fees shall be added to the Service Fees under the Contract.

7.2. **Subscription Fees**. The Subscription Fees for the Service are based on the Service purchased and not on actual usage thereof, and are payable in advance, non-refundable nor cancelable. Notwithstanding the aforementioned, in an event of termination due to a material breach by Service Provider provided for under Section 14.1, the foregoing shall not apply to Subscription Fees paid for the Service in advance which are unused on the date of termination (calculated on a pro-rata basis of the balance period between the termination date and the applicable Subscription Term).

7.3. **Taxes**. All Fees imposed under an Order Form are exclusive of any taxes, levies, duties or similar governmental assessments of any nature, other charges, domestic or foreign imposed by any federal, state, or local tax authority with respect thereto including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client's purchases hereunder, other than Service Provider's income and payroll taxes. If Service Provider is required to pay Taxes (other than its income and payroll taxes), Client will reimburse Service Provider for those amounts and indemnify Service Provider for any Taxes and related costs paid or payable by Service Provider attributable to those Taxes.

7.4. **Non-payment.** In case of non or partial payment of any Fees due, Service Provider may immediately suspend Client's use of the Service until full payment is made. Further and without limiting Service Provider's rights or remedies, those outstanding Fees may accrue late interest at the rate of one percent (1%), or the maximum rate permitted by law, whichever is higher, of the outstanding amount, per two (2) weeks of delay. Client cannot withhold, reduce or set-off Fees nor reduce Usage Limits or volumes during the Subscription Term.

## 8. THIRD PARTY CLAIMS

8.1. **Claims Brought Against Client.**
a. Service Provider will defend Client against claims brought against Client by any third-party alleging that Client's use of the Service pursuant to this Contract, infringes or misappropriates such third-party Intellectual Property Rights. Service Provider will indemnify Client against all liabilities, damages, costs finally awarded against Client by a competent court, arbitrator/ (or the amount of any settlement Service Provider enters into) with respect to such claim;
b. Service Provider's obligations under Section 8.1 (a) will not apply if the claim results from (i) Client's breach of the Contract (ii) Client's use of the Service in conjunction with any product or service not provided by Service Provider, (iii) any Client Data, (iv) any non-conformity or issue caused by Client, or (v) use by Client of the Service provided for no fee including no-charge product and services.
c. Client shall immediately inform the Service Provider in case a claim is made or likely to be made, and the Service Provider may, at its sole discretion, either (i) procure for Client the right to continue using the Service under the terms of the Contract, or (ii) replace or modify the Service to be non-infringing, without a material decrease in functionality or (iii)terminate Client's subscription to the affected Service.

8.2. **Claims Brought Against Service Provider.** Client will defend Service Provider, its contractors, or affiliates against all liabilities, damages, costs finally awarded against Service Provider by a competent court, arbitrator/ (or the amount of any settlement Client enters into) with respect to claims brought against Service Provider by any third-party alleging that Client Data or the use of a product or service by Client not part of the Service infringes or misappropriates such third-party Intellectual Property Rights.

8.3. **Third Party Claim Procedure.**
The Party against whom a third-party claim is brought

will promptly notify the other Party in writing of such claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Party providing the defense.

8.4. **Exclusive Remedy.** The provisions of this Section 8 state the sole and exclusive, remedy, with respect to third-party claims and to the infringement or misappropriation of third-party Intellectual Property Rights.

## 9. WARRANTIES

9.1. **Parties' Compliance with Law.** Each Party warrants its current and continuing compliance with all laws and regulations applicable.

9.2. **Service Provider's Representations.** Service Provider represents and warrants to Client that:

a. during the Subscription Term, the Service will substantially conform to the specifications as set forth in the applicable Order Form and, as the case may be, associated Documentation;

b. support for the Service shall be provided as per the attached SLA;

c. the Professional Services under this Contract will be performed in a professional and workmanlike manner and by personnel that has the necessary skills, training and background to that end;

Client's sole and exclusive remedy if Service Provider fails to provide the level of support set forth under the SLA during three (3) consecutive months, shall be for Client to terminate its subscription for the affected Service.

9.3. **Warranty Exclusions.** The warranties in Section 9.2 will not apply if:

a. the Service is not used in accordance with the Contract including the Documentation;

b. any non-conformity or issue caused by Client, or by any product or service not provided by Service Provider; or

c. the no-charge product or service.

9.4. **Exclusive Warranty**. Except as expressly provided in the Contract, the Service Provider make no representation or warranties, express or implied, statutory or otherwise, regarding any matter, including, without limitation, any implied warranty of merchantability, suitability, originality, or fitness for a particular use or purpose, warranties that may arise from usage of trade or course of dealing, non-infringement or results to be derived from the use of or integration with the Service provided under the Contract, or that the operation of the Service will be entirely secure, uninterrupted or error free. Client agrees that it is not relying on delivery of future functionality, public comments or advertising of Service Provider or product roadmaps in obtaining subscriptions for the Service. This Section 9 does not limit and is without prejudice to the provisions of Section 10 below.

## 10. LIABILITY

10.1 Service Provider's liability for breach of the Contract and for whatever reason is limited to the amount of the Subscription Fees paid by Client to Service Provider for the use of the Service during the twelve-month period preceding the event, which cause the loss or damage, except in case of loss or damages arising from willful misconduct or gross negligence of Parties.

10.2 To the extent permitted by law, no Party shall be held liable to the other Party for loss of business, loss of profit, loss of goodwill, business interruption, or loss or corruption of data or loss of a contract, or for any indirect, special or consequential loss or damage that may be suffered by the other Party arising under this Contract.

## 11. INTELLECTUAL PROPERTY

11.1. Service Provider or its licensors own and retain all right, title, and interest, including Intellectual Property Rights in and related to the Service, Documentation, Professional Services' results, Akila trademarks, associated products and services names, as well as design contributions, suggestions, ideas and concepts, enhancement requests, enhancements, extensions and/or modifications to the Service, recommendations or other feedback, related knowledge or processes, trade secrets, methodologies, techniques, templates, generic tools, processes, routines, algorithms, expressions and data conceived, as well as any improvements, extensions, abridgments, translations, modifications and derivative works, whatever their originator.

11.2. Client agrees to indemnify and hold Service Provider and its affiliates harmless from and against any loss, damage, cost, or expense incurred by Service Provider or its affiliates resulting from any modification or misuse of Intellectual Property.

11.3. **Trademarks**. AKILA Marks; Name and Advertising. Client acknowledges that it will acquire no rights in any trademark, trade name, or other Intellectual Property used or owned by Service Provider by reason of this Contract and will take no action that violates this acknowledgement. Client will not use any trademark, trade name, nor other Intellectual Property used or owned by the Service Provider without the latter prior written consent.

11.4. Client covenants, on behalf of itself and its successors and assigns, not to assert against Service Provider or licensors, any rights, or any claims of any rights, in the Service, Additional Materials, Documentation or Professional Services.

## 12. PRIVACY AND SECURITY

12.1. If any Client Data includes personally identifiable data, the terms of the Data Processing Agreement ("DPA")(if any) part to this Contract will apply to Service Provider's processing of such data.

In any case, the Parties shall ensure compliance with all applicable laws on data protection and privacy, in each case as amended from time to time and including succeeding legal instruments. the Service Provider ensures that the Services can be used by Customer in a manner compliant with all such laws and instruments.

12.2. Subject to applicable data privacy laws and the confidentiality provisions in this Contract, Client agrees that Service Provider may (i) collect and use aggregated and deidentified data derived from Client's use of the Service, and (ii) disclose such aggregated and deidentified data to a partner, as necessary to provide and improve the Service Provider products.

## 13. TERM

13.1. The Subscription Term is as stated in the Order Form. The Contract will automatically renew thereafter for successive term(s) of one (1) year (each, a "Renewal Term"), unless terminated by either Party, upon prior written notice of non-renewal to the other Party at least three (3) months before the expiration of the then-current Subscription Term.

The Subscription Fees to be paid by Client under the Renewal Term shall be the same as the previous Subscription Term, subject to Service Provider's right to an increase which shall however be capped to maximum 5 percent (5%) of the initial Subscription Fees.

## 14. TERMINATION

14.1. This Contract may be fully terminated or partially terminated:

a. by mutual agreement of the Parties.

b. upon expiry of a thirty (30) days period if a Party fails to cure a breach of this Contract within thirty (30) days following receipt of written notice from the other Party.

c. immediately upon written notice to a Party following

material breach of Section 5, 11, 18.2 or 18.3 if the breach cannot be cured; and

d. immediately upon written notice to a Party if the other Party becomes the subject of any petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of its creditors.

14.2. Upon termination of this Contract for any reason:

a. Client's right to use the Service will immediately terminate;

b. Client shall pay Service Provider (i) the contract value of the services performed in accordance with the Contract at the date of the termination, and (ii) the costs of hardware and services ordered but not delivered or able to be cancelled for which Service Provider is legally bound to pay;

c. Confidential Information (excluding Client's Data) will be returned or destroyed as may be required in writing by the disclosing Party;

d. Subject to Section 5.10 (d), after thirty (30) days following the termination or expiration of the Contract, Service Provider will have no obligation to maintain or return any Client Data, and will thereafter delete or destroy all copies of such Client in its systems or otherwise in its possession or control, unless legally prohibited.

e. Client must, provided Service Provider is not in default in accordance with Art. 14.1, pay Service Provider extra compensation which shall be calculated by 10% of total Subscription Fee for the remaining Subscription Term. Subscription Fee refers to the current year Subscription Fee at the time of termination.

f. Provisions contained in this Contract that are expressed or by their sense and context are intended to survive the termination of this Contract shall so survive the termination, including without limitation Sections 2, 6, 7, 8, 9, 11, and 18.

### 15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. In case there is no provision in the Form of Contract, the validity, construction and performance of this Contract is governed by, and must be construed in accordance with, the law of Singapore.

15.2. All disputes arising out of or in connection to this Contract shall be settled amicably between the Parties. Notwithstanding anything to the contrary in the Form of Contract, in the event the Parties are unable to settle a dispute within thirty (30) days after it has arisen, the Parties agree to refer the dispute to be exclusively and finally settled by arbitration in accordance with the Rules of Singapore International Arbitration Centre (SIAC), by one (1) arbitrator in the English language and in Singapore. The arbitration decision and award shall be final and binding on the Parties.

15.3. Either Party must initiate a cause of action for any claim or dispute relating to the Contract and its subject matter within one (1) year from the date when the Party knew, or should have known after reasonable investigation, of the facts giving rise to the claim or dispute.

### 16. FORCE MAJEURE

16.1. Neither Party shall be liable for failure of performing the Contract when such failure results from the occurrence of force majeure, which is hereby defined as an unforeseeable event, beyond reasonable control of the Party to whom such force majeure occurs, including but not limited to a failure of a supplier of Service Provider, government measures or instructions, strikes, power cuts, riots, telecom or network failure, fire, natural catastrophe, epidemic, lockdowns and other circumstances beyond Service Provider reasonable control.

16.2. The Party affected by a force majeure event shall inform the other Party in writing without any delay with respect to the impact of such event on the performance of the Contract.

16.3. If either Party's obligations under this Contract are suspended in accordance with Section16.1 for more than sixty (60) days for each event of force majeure, either Party may terminate the Contract immediately and without liability unless the event has ended.

### 17. NOTICES

17.1. Any notice provided for or concerning this Contract must be in writing, must include the Contract reference number and shall be deemed sufficiently communicated if delivered by e-mail, in person or by courier service, or if sent by registered mail to the recipient at its address appearing above. Notices shall be deemed to have been received if delivered (i) by e-mail to legal@akila3d.com , at the time shown in the delivery confirmation report generated by the sender's email system or (ii) in person, on the same day; or (iii) if sent by registered mail, seven (7) calendar days after being mailed by any carrier providing a receipt. Changes in either of the above addresses must be made in writing.

### 18. FINAL PROVISIONS

18.1. **Relationship**: Nothing expressed or implied in the Contract and no act by a Party may be treated as creating an employer and employee relationship, a partnership, a joint venture, the relationship of principal and agent or a fiduciary relationship between the Parties.

18.2. **Confidentiality**: During the term of the Contract and for a period of five (5) years thereafter, each Party shall keep secret and confidential and shall not disclose to any third party, nor release for any other purpose than that contemplated in the Contract, any Confidential Information acquired from the other Party in relation to the Contract provided, including the contents of the Contract, except with the prior written consent of the other Party or where necessary to protect one Party's interests in judicial or arbitral proceedings, and shall take or cause to be taken, such reasonable precautions as necessary to maintain secrecy and confidentiality and prevent disclosure. Each Party shall ensure that its personnel will also comply with these confidentiality requirements. Notwithstanding the aforementioned, both Parties consent to the other Party using their name and logo in its marketing materials (including reference on its website, in case studies or press testimonials), provided that such marketing materials describe publicly known, non-confidential or non-sensitive matters.

18.3. **Assignment**: Client shall not assign its rights or interests under the Contract in whole or in part to any person, firm or corporation without the prior written consent of the Service Provider. Service Provider may assign the Contract and/or any of its rights or obligations to any of its affiliates. Service Provider may further subcontract parts of the Service and/or Professional Services to third parties.

18.4. **Waiver**: Service Provider shall not be taken to waive any breach of the Contract by the Client unless the waiver is in writing and signed by Service Provider. In such case, said waiver shall apply only to the breach specified in writing and does not constitute a general waiver unless expressly defined as a general waiver. The single or partial exercise, failure to exercise or delay in exercising any right, power or privilege under this Contract by Service Provider does not:

a. operate as a waiver of that right, power or privilege; or

b. preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

18.5. **Severability**: Any provision of the Contract which is prohibited by or unlawful or unenforceable under any applicable law applied by any court of competent jurisdiction shall, to the extent required by such law, be

severed from the Contract and rendered ineffective so far as is possible without modifying or affecting the remaining provisions of the Contract which will remain in full force..   Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the Parties to the full extent permitted by such law to the end that the Contract shall be a valid and binding agreement enforceable in accordance with its terms.

18.6. **Amendments**: The provisions of the Contract may only be varied by a written instrument signed by each Party, unless where specified otherwise in this Contract.

18.7. **Entire agreement:** The Contract states all the express terms of agreement between the Parties in respect of its subject matter. It supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the Parties relating thereto.

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