

Contract Terms and Conditions

These terms apply to the Quotation between Modaxo Traffic Management UK Ltd operating as Trellint (“**Trellint**”) – on behalf of itself and for the benefit of its Affiliates – and the entity (“**Customer**”) – on behalf of itself, and for the benefit of its Affiliates – accepting the quotation incorporating these terms (“**Purchasing Terms**”) as well as to any other agreement concluded on the basis of the Purchasing Terms.

Trellint may amend these terms from time to time. Amendments are effective upon posting for new Offerings and 15 days after posting for previous Offerings, provided if any amendment affects Customer in a material and adverse manner, Customer, as its sole remedy, may request that the previous terms apply.

1. Definitions

“**Affiliate**” means any person, corporation, or other entity that now or in the future, directly or indirectly controls, is controlled by or is under common control with a party.

“**Contract**” means the contract between the Customer and Trellint relating to the Quotation, consisting of, in descending order of precedence, these Purchasing Terms (including the Terms and Conditions above), the Quotation, the Purchase Order, and any other attachments (or parts thereof) specified in such documents.

“**Effective Date**” means the earlier of: (i) the first Purchase Order, Order effective date; or (ii) the date of acceptance of the terms of this agreement by Trellint.

“**Hardware**” means any such hardware supplied to the Customer by Trellint pursuant to or in connection with the Purchase Order.

“**License**” means license to Trellint’s Software, as described herein and subject to the payments in the Quotation.

“**Order Confirmation**” means Trellint’s written confirmation that the Purchase Order has been accepted and will be fulfilled.

“**Offering**” means the Licenses, Subscriptions, Hardware and Services made available by Trellint for Customer, stand alone or together with Customer’s products and/or services.

“**Pre-existing Terms**” means any existing agreement between the Customer and Trellint.

“**Price**” means the price of the Offering as specified in the Purchase Order.

“**Purchase Order**” means Customer’s offer to purchase the Offering, subject to the Contract.

“**Quotation**” means Trellint’s written price and information regarding Licenses, Subscriptions, Hardware and Services.

“**Services**” means any of the services (or any part of them) to be provided as specified, including any support and maintenance, planning, preliminary or preparatory work, pursuant to the Purchase Order and Order Confirmation.

“**Software**” means the software that Trellint licenses to the Customer under this Contract;

“**Subscriptions**” means any services, maintenance, hosting, License, or any other non-fully paid-up software that requires renewal upon expiration of the term of the relevant Purchase Order.

“**Support**” means the support services that Trellint provides the Customer under this Contract; and

“**Territory**” means the location in which the Customer operates.

2. Contract

2.1 Even if the parties have Pre-existing Terms, such Pre-existing Terms do not apply to the Quotation or Offering, which will be governed by the Contract.

2.2 Customer accepts that these Purchasing Terms will govern the Contract either by issuing the Purchase Order and/or by paying an invoice related thereto.

2.3 No other terms or conditions, submitted at any time by Customer, such as via a Purchase Order, or by Trellint, will form any part of the Contract or otherwise be enforceable.

2.4 Purchase Orders are only valid after an Order Confirmation is issued.

3. Commercial Terms and Restrictions

3.1 The Quotation may specify various commercial terms (“**Quotation Commercial Terms**”), including but not limited to time and materials rates, expenses and policies, license metrics (number of users, minimum and maximum item counts or transaction volumes, and the like). Such Quotation Commercial Terms form part of this Contract, provided they do not conflict with these Purchasing Terms, and take precedence over the PO Commercial Terms, in case of any conflicts.

3.2 The Purchase Order may specify various commercial terms, ("**PO Commercial Terms**") including item, quantity, and delivery location, and the like. Such PO Commercial Terms form part of this Contract, provided they do not conflict with these Purchasing Terms and the Quotation (for example by attempting to order or pay for fewer than the stated minimums).

4. Trellint And Customer Obligations

4.1 Trellint will:

- 4.1.1 ensure that each Offering delivered is in accordance with the Purchase Order commercial terms;
- 4.1.2 Use prompt and reasonable care to review any Rejection Notice, and if Trellint agrees with the Rejection Notice, it will take reasonable steps to correct the Offerings, which will be the sole remedy for such Offerings;
- 4.1.3 If Trellint agrees to the return of the product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable to the Customer. However, if goods are specially ordered for the Customer, Trellint cannot accept cancellation of the Customer's order and will only accept the return of the goods if they are defective and returned within 14 days of delivery to the Customer.

4.2 Customer will:

- 4.2.1 determine if each Offering is suitable for its intended use, prior to issuing a Purchase Order. Trellint will provide reasonable support in making such a determination, but the responsibility lies with Customer;
- 4.2.2 inspect the Offerings promptly during user acceptance testing and accept the Offerings or provide Trellint a rejection notice ("**Rejection Notice**"). The Offering will be deemed accepted if no Rejection Notice is provided, or the Offering is used commercially. Any Rejection Notice will state the reasons therefor. If the Customer rejects any of the Offering pursuant to this condition, Trellint will at Trellint's sole option and reasonable expense, and as an exclusive remedy, either promptly repair or replace the Offering, or return payment for such Offering. Any returned Offerings must be in their original condition with packaging, a return note and proof of purchase.
- 4.2.3 provide Trellint with all reasonable courtesy, information, cooperation,

facilities and access to enable Trellint to provide the Offerings, including ensuring that Customer's personnel reasonably co-operate with Trellint, failing which Trellint will still be entitled to fees therefore, but is not responsible for failure to fully provide the Offerings.

- 4.2.4 use reasonable endeavours to prevent unauthorised access to, or use of, the Offerings and notify Trellint promptly of any such unauthorised access or use.
- 4.2.5 comply with all relevant laws and regulations and maintain all consents, licences and permissions necessary for the Customer to meet its obligations under this Contract.
- 4.2.6 promptly give Trellint such documentation, other information and decisions as Trellint reasonably requests to provide the Offerings in accordance with this Contract.
- 4.2.7 only use the Offerings for Customer's business purposes which includes delivering services to its own customers/the general public but Customer will not sell, resell, distribute/re-distribute, lease, sublicense, rent, hire, loan any part of the Offerings to any other party nor assist third parties to obtain access to or benefit to the Offerings, other than as expressly provided under this Contract.
- 4.2.8 not, during this Contract or for the period of six months after it ends, seek to employ or engage to provide any similar services any of Trellint's personnel who have been involved with this Contract or in delivering the Offerings.
- 4.2.9 back up its data and software correctly in accordance with good business practice and make a backup copy before any Offerings are returned for repair or replacement. Trellint accepts no responsibility for the loss or corruption of data or software.

5. Costs and Invoicing

- 5.1 This section is subject to the terms of "Costs and Invoicing" in the Terms and Conditions above, to the extent of any conflicts.
- 5.2 Services may be invoiced within 15 days from the end of the previous month. Trellint reserves the right to charge, and the Customer agrees to pay, a Late Payment Fee where:
 - 5.2.1 the Customer fails to pay any undisputed payments before the due date for payment; or
 - 5.2.2 in respect of a payment dispute,

where it is determined that Trellint properly charged the disputed payment (whether wholly or in part). For the avoidance of doubt, Late Payment Fees will only be payable on the portion of the disputed payment found to have been properly charged by Trellint. Late Payment Fee means an additional fee of 2% (accrued monthly) on any unpaid payment owed from the due date for payment until paid or the maximum amount allowable at law.

- 5.3 Any payments that have contingencies or minimums will be adjusted, or trued up, periodically by Trellint issuing a further invoice. For example, should a minimum number of system users, Penalty Charge Notices, transactions or Permit count not be met, Trellint will invoice the difference between the actual amount and the minimum commitment.
- 5.4 All prices are in Pounds Sterling and exclude tax, shipping, duties, customs, tariffs, packaging, third party and installation costs. Exchange rates, duties, freight and purchase costs, and any increases thereto, may cause Trellint to adjust prices.
- 5.5 If Trellint is prevented or otherwise delayed in providing the Offerings as a result of Customer's (or its contractors' or representatives') acts or omission, Customer agrees to pay Trellint any costs and other reasonable expenses that Trellint incurs as a result of such act or omission.
- 5.6 Trellint may, at its sole reasonable discretion and in addition to any rights under an agreement, increase the fees every 12 months unless otherwise agreed in writing by the parties, by RPI plus 12.5%. Trellint will provide the Customer with no less than 30 calendar days' written notice prior to any such increase.
- 5.7 Trellint specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Customer any monies due to Trellint from the Customer.

6. Subscription, License, Maintenance, Hardware and Service Warranties

- 6.1 Trellint warrants and represents to the Customer that:
 - 6.1.1 the Offerings will conform in all material respects with the specifications in the Quotation and be of satisfactory quality and free from defects of title, in materials and workmanship.
 - 6.1.2 it will: (i) perform the Services with all the due skill, care, and diligence to be expected of a competent supplier experienced in providing services of a similar kind, scope and complexity as the Services, (ii) ensure that the Services conform

with all descriptions and details set out in the Quotation or any Trellint specification, and (iii) obtain and maintain all necessary licenses and consents necessary to provide the Services and comply with applicable Legislation.

- 6.1.3 Customer's sole remedy for breach of this warranty will be that Trellint will within a reasonable period and at its own cost, fix all such non-conformities which are notified to Trellint within sixty (60) days of the Effective Date.
- 6.2 Trellint does not warrant that Customer's use of the Offerings will achieve any of Customer's intended purposes or outcomes. It is Customer's sole responsibility to satisfy itself that the Offerings (including any agreed written specification of the Software in the Quotation) will achieve any such intended purpose or outcome. Trellint does not warrant that the Software will operate error free or uninterrupted.
- 6.3 Trellint will have no obligation to repair or procure a repair in respect of:
 - 6.3.1 a fault caused by negligence or accident or deliberate damage or through operating the Offering outside its specification;
 - 6.3.2 the failure of goods or services not supplied by Trellint or Offerings to the extent caused by goods or services not supplied by Trellint; or
 - 6.3.3 any failure of the Hardware which is outside the manufacturer's warranty terms.
 - 6.3.4 Trellint will take all reasonable steps to pass through any third-party warranty for any applicable Offerings, provided nothing in this Contract will impose any liability on Trellint in respect of that third party Offering. Trellint will make reasonable endeavors to procure a repair pursuant to any third-party warranty that is offered by the manufacturer in respect of any fault arising in the normal course of use. Customer will bear the cost of returning any faulty items to Trellint and Trellint will bear the cost of returning them to Customer.
- 6.4 Trellint will maintain and support the Software according to the Quotation ("**Quotation Maintenance Terms**"), and subject to the Quotation Maintenance Terms:
 - 6.4.1 In the event the Customer encounters an error and/or malfunction where the Software is not conforming to Trellint documentation ("**Defect**"), Customer will communicate the circumstances and any supporting

- information to Trellint. Trellint will, acting reasonably i) correct the Defect, considering the severity and impact of the Defect on the Customer, and ii) keep the Customer updated on the correction. Such correction does not cover extending or changing the scope and functionality of Software;
- 6.4.2 Trellint may revise the Software, for example to correct Defects and/or the release of upgrades or improvements or modifications designed to improve the Software ("Revisions"). Customer may be required to install or enable Revisions and may be charged extra fees for such Revisions.
- 6.4.3 Any Software maintenance required because of Customer's improper use, or beyond the normal use of the Offerings, may be subject to additional fees to Customer, to be notified to Customer by Trellint before such maintenance.
- 6.5 Trellint is not obliged to provide Support if:
- 6.5.1 It is caused by Customer's personnel who have not been properly trained in the Offerings;
- 6.5.2 the defects or errors result from modifications to the Offerings not made by Trellint or made without Trellint's prior written consent or by the incorrect use of the Software or Hardware for any reason external to the Services (including, but not limited to, failure or fluctuations of electrical supplies, failures in Customer's IT infrastructure or equipment, failures in Customer's or third party operating systems or other applications, failures of any data communications that are required in respect of any part of the provision of the Services for which Customer is responsible, failures of hardware or equipment not supplied by Trellint under this Contract, accidents or natural disasters);
- 6.5.3 in Trellint's reasonable opinion, Customer's systems prevent or unreasonably restrict Trellint providing effective Support;
- 6.5.4 the problem arises from data originated, modified or deleted as a result of instruction from sources external to the Software unless prior approval to such instructions has been given by Trellint in writing;
- 6.5.5 the problems arise from lost or corrupted data which has occurred otherwise than from Trellint's negligence or errors in the Software;
- 6.5.6 the problems or errors result from Customer's neglect, default or mis-operation;
- 6.5.7 the problem or error results from the installation at Customer's site of a new release or version of third party software working in conjunction with the Software that is unable to be supported by Trellint without changes being made to Trellint's existing technical and or development infrastructure;
- 6.5.8 a third party manufacturer or supplier of software development tools or applications used by or in conjunction with the Software withdraws support to that product and by so doing renders correction of a fault, problem or error to be outside Trellint's control.
- 6.6 Customer will:
- 6.6.1 not make any modification or addition to the Offerings which have not been authorised by Trellint;
- 6.6.2 ensure that only trained staff use the Offerings and use them correctly and in accordance with the operating instructions;
- 6.6.3 protect and secure data and system software by regular back-up procedures with that degree of skill and diligence which would reasonably and ordinarily be expected from any skilled and experienced user of such data and system software who needs to protect the same from loss or damage;
- 6.6.4 provide Trellint with timely, clear and unambiguous details of a fault or problem and associated priority level, in accordance with Trellint's standard format for this purpose;
- 6.6.5 exercise due care and diligence that the Offerings continue to function in an appropriate and correct manner;
- 6.6.6 maintain a fully supported version of necessary third party software that is equivalent to but not greater than the fully supported version in use by

Trellint;

- 6.6.7 keep records of the Offerings' usage and perform audit checks if requested by Trellint in a mutually agreed format;
- 6.6.8 if requested by Trellint, promptly provide a method of remote access to the Software to enable Trellint to carry out the Support;
- 6.6.9 maintain a representative test database on which to perform user acceptance testing of modifications and updates prior to the loading such onto the system;
- 6.6.10 provide for a suitably qualified software engineer to audit periodically third party software to ensure such software performs in accordance with agreed parameters as stated by Trellint and consult Trellint prior to making any significant modifications to agreed settings or controls; and
- 6.6.11 advise Trellint prior to installing a new release of any third party software product that works in conjunction with the Offerings.

7. Intellectual Property and Data

7.1 All materials, equipment, software, inventions, specifications, instructions, documentation, plans or any form of intellectual property right in any of the Offerings furnished to or made available to Customer by Trellint or individually created by Trellint pursuant to the Contract for Customer, and all modifications, improvements, feedback and changes thereto ("**Intellectual Property**") will remain vested solely in Trellint. Customer assigns all of its right, title and interest in and to the Intellectual Property and will assist and cooperate with Trellint to perfect Trellint's rights thereto.

7.2 Subject to payment according to the applicable Purchase Order for the applicable term, Trellint grants Customer a personal, non-transferrable, non-sublicensable, non-exclusive right to: (i) use the Subscriptions and Licenses, and any Intellectual Property therein solely with the Subscriptions and Licenses, according to the Quotation Commercial Terms, and (ii) use the Hardware, and any Intellectual Property therein solely with the Hardware, according to the Quotation Commercial Terms. Customer will not copy, modify, reverse engineer, or disassemble the Intellectual Property or any software, or permit others to do so. These licenses will automatically terminate upon termination of the Purchase Order of Contract, or in the event that there is filed by or against Customer any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of Customer's creditors.

7.3 Customer will own all data that it, its end customers, or portions of the Offerings, input into the Offerings ("**Customer Data**"). Trellint can use the Customer Data, and data about Customer's use of the Offerings (such as trends and macro data) to help create, develop, operate, deliver, and improve its Offerings, develop trend analysis, and for any other legitimate business purposes, provided Trellint will not share or disclose any Customer Data unless it is anonymized and does not breach section 9 (Confidential Information) or applicable law.

8. Insurance

8.1 During the term of this Contract and for three (3) years following termination, Trellint will continue to maintain with a reputable insurance company a policy or policies of insurance that are normal for Contracts of this nature.

9. Confidentiality

9.1 "**Confidential Information**" means non-public information of a competitive or commercially sensitive, proprietary, financial, or trade secret nature, or information that involves or implicates privacy interests. Confidential Information includes, but is not limited to, any information labeled "Confidential" or "Proprietary," business plans, strategies, forecasts, analyses, financial information, employee information, technology information, trade secrets, products, technical data, specifications, documentation, rules and procedures, methods, contracts, presentations, know-how, product plans, business methods, product functionality, data, customers, markets, competitive analysis, databases, formats, methodologies, applications, developments, inventions, processes, payment, delivery and inspection procedures, designs, drawings, algorithms, formulas or information relating to engineering, marketing, or finance and any other information that the Recipient should reasonably believe to be confidential given the circumstances.

9.2 Each party acknowledges that certain information it will receive from the other party may be Confidential Information of the other party. Any party receiving Confidential Information ("**Recipient**") will exercise the same degree of care and protection with respect to the Confidential Information of the party disclosing Confidential Information ("**Discloser**") that it exercises with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Recipient and its personnel may only use Discloser's Confidential Information to the extent necessary to fulfill its obligations under this Contract during the term.

Recipient will be liable for any and all breaches

by its personnel. Upon termination of this Contract, Recipient will return or destroy all of Discloser's Confidential Information, unless relevant legislation requires retention.

9.3 The confidentiality obligations will not apply to information that: (i) is known by the Recipient prior to its receipt; (ii) is now or becomes publicly known by acts not attributable to the Recipient; (iii) is disclosed to Recipient by a third party who has the legal right to make such a disclosure; (iv) is disclosed by the Recipient with Discloser's prior written consent; (v) is subsequently developed by the Recipient independently of any disclosures made hereunder and without use or access to any of the Discloser's Confidential Information; or (vi) is required to be disclosed pursuant to governmental regulation or court order.

10. Injunctive Relief

10.1 Each party acknowledges that any violation of its obligations relating to Confidential Information could result in damages to the other party that may be largely intangible but nonetheless real, and that cannot be fully remedied by an award of damages. Accordingly, any such violation will give the other party the immediate right to a court-ordered injunction or other appropriate order to enforce those obligations. A party's right to injunctive relief is in addition to any other rights and remedies available to such party at law and in equity. The party against whom any such injunction is entered will pay to the other party all reasonable expenses, including attorney fees, incurred in obtaining such enforcement.

11. Warranties and Disclaimer

11.1 Trellint represents and warrants to the Customer that: (i) it has all necessary power and authority to enter into this Contract, (ii) the Offerings are free from any liens and encumbrances; and (iii) to the best of its knowledge, including matters of which Trellint should be reasonably aware, the Offerings do not infringe any patent, copyright, trademark, trade secret or other proprietary right.

11.2 The Customer represents and warrants that it has all necessary power and authority to enter into this Contract and perform its obligations hereunder.

12. Delivery, Ownership and Risk

12.1 Trellint will take commercially reasonable steps to deliver the Offerings according to the Purchase Order. Delivery may be made in instalments. Customer will ensure that all Offerings are ready for receipt at the specified location, failing which additional charges may apply.

12.2 Legal, beneficial and equitable title in the Offerings will remain with Trellint until payment by the Customer for such Offerings, at which point legal, beneficial and equitable title in the Offerings passes to the Customer.

12.3 Until Offerings are delivered to the Customer, risk in the Offerings will remain vested in Trellint.

13. Indemnity

13.1 Notwithstanding anything else in this Contract or at law, Trellint must indemnify the Customer for all losses and liabilities (including reasonable attorneys' fees and court costs that may be awarded by a court of a competent jurisdiction) arising from any third-party claims that the Offerings, alone, infringe any patent, copyright, trademark, trade secret or other proprietary right. Such indemnification is contingent upon the Customer providing Trellint prompt written notice of any claim, tendering the exclusive control of the defense; and the Customer reasonably cooperating with the indemnifying party in the defense of the claim, at the indemnifying party's sole cost and expense.

13.2 In the event of an infringement claim, Trellint must, at its option and expense and as Customer's sole remedy: procure the right to continue using the Offering; make such alteration, modification or adjustment to the Offering so that they become non-infringing without incurring a material diminution in function; or replace the Offering at no cost to the Customer with non-infringing substitutes, provided that the substitutes do not entail a material diminution in function. If none of the foregoing is reasonable, then Customer may return the infringing Offering and Trellint will promptly refund the sum of all payments made by Customer under the Purchase Order for such Offering or service, within thirty (30) days of such return.

13.3 Trellint will not be liable for any infringement or claim based on: (i) any modification of the Offerings by parties other than Trellint, (ii) use of the Offerings in combination with software or other technology not supplied or approved in advance by Trellint, (iii) use of the Offerings contrary to this Contract, instructions or documentation supplied by Trellint, (iv) use of a non-supported version of the Offerings, or (v) Customer's possession

or use of any third-party software or items or (vi) through Customer's breach of any third-party terms.

14. Limitation of Liability

14.1 To the maximum extent permitted by law, neither party will be liable to the other party (whether in contract, tort, misrepresentation or for breach of any duty (including strict liability) or otherwise) under or in connection with this Contract (including the supply or non-supply of the Services) for any indirect or consequential loss or damage; or any loss of future business or future profits. This will still be the case whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to the attention of such party at the time of making this Contract.

14.2 Other than for death or personal injury, intentional actions, or those terms which cannot be limited by law, the maximum aggregate liability (including under any indemnity) of the parties under or in connection with this Contract in contract, tort (including negligence), misrepresentation, for breach of duty (including strict liability) or otherwise will be the Purchase Order aggregate value.

14.3 Each party's liability under this Contract (including, under any indemnity) is reduced to the extent the other party contributed to the losses or claims suffered or incurred. Each party has a duty to take all reasonable steps to mitigate damages for which such party is responsible under this Contract.

15. Term and Termination

15.1 The Contract will commence from the Effective Date and will continue in full force and effect until the conclusion of the applicable confirmed Purchase Order or until terminated by either party in accordance with these terms, whichever is earlier.

15.2 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with thirty (30) days' advance notice if the breaching party fails to remedy or cure such breach within thirty (30) days from receipt of notice of such breach. Failure to pay any fees, when due, is a material breach.

15.3 Either party may terminate this Contract immediately by written notice to the other party if: (i) the other party is involved in legal proceedings concerning its solvency, or (ii) ceases or threatens to cease trading, or (iii) enters into liquidation, whether compulsory or voluntary, (other than for the purposes of a solvent amalgamation or reconstruction), or (iv) makes any arrangement with its creditors or petitions for an administration order or (v) has a receiver or administrative receiver or manager appointed over all or any part of its assets or (vi) generally becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any

analogous event occurs in any jurisdiction.

15.4 Subscriptions, Licenses, or any other Offering will not extend or renew beyond any term specified in a Quotations unless a valid Purchase Order is submitted by the Customer and confirmed by Trellint.

15.5 The Contract may not be terminated until any approved Purchase Orders have been terminated or expired.

16. General

16.1 Any notice under these terms will be deemed to be sufficiently given and any delivery deemed made when delivered in person or sent by registered or certified mail or courier to the address set out in the Purchase Order.

16.2 Neither party will be liable for the failure to perform its obligations under this Contract due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body.

16.3 The failure by a party to exercise any right under these Purchasing Terms will not operate as a waiver of such party's right to exercise such right or any other right in the future. No waiver may be valid against any party unless made in writing and signed by the party against whom enforcement is specified. If any provision of this Contract is or becomes void or unenforceable in whole or in part, the validity or enforceability of the remaining provisions will not be affected thereby. The void, invalid or unenforceable provision will be deemed to be replaced by such valid and enforceable provision which comes closest to the purpose pursued by the void, invalid or unenforceable provision in terms of subject matter, extent, time and scope. The same will apply to any loopholes in the contract.

16.4 Each party will comply with all applicable laws, rules, and regulations in the performance of their obligations under this Contract, including any applicable import and export control regulations and data protection laws.

16.5 The relationship of the parties will be independent contractors, and neither party will have the authority to enter into contracts on behalf of the other party.

16.6 This Contract may not be assigned or otherwise transferred (such as via a change of control), and the duties may not be delegated by either party, without the other party's consent, provided Trellint may assign the Contract to an Affiliate in case of an internal reorganization. All provisions hereof will be binding upon either party's successors or assigns.

- 16.7 Unless otherwise provided under these Purchasing Terms, this Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 16.8 This Contract 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) will 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 will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

- 16.9 This Contract is the entire agreement of the parties regarding the subject matter and supersedes all prior agreements and understandings. This Contract may only be modified by a written amendment signed by a duly authorized representative of each party.