

## Thruvision Limited – Standard Conditions

This “**Agreement**” for the purchase and licence of certain Equipment and Software, each as defined in Clause 1.2 (together, the “**Products**”) and the supply of certain Support Services, as defined in Clause 1.2 comprises: (i) the purchase order (“**PO**”) submitted by the purchaser named in the PO (“**Purchaser**”); (ii) these Standard Conditions (“**Conditions**”) issued by Thruvision Limited, company number 10940081, with its registered office at 121 Olympic Avenue, Milton Park, Abingdon, Oxfordshire, OX14 4SA (“**TVL**”) including Schedule 1; and (iii) if applicable, any terms, conditions, caveats and assumptions contained in the TVL quotation (“**Quotation**”) referenced in the PO or Order Acknowledgement, as defined below. In the event of a conflict between the terms contained in the Quotation, these Conditions and the PO, the order of precedence shall be (i) the Quotation; (ii) these Conditions; and then (iii) the PO, unless expressly agreed in writing otherwise.

### 1. SCOPE

- 1.1 Each PO submitted by the Purchaser to TVL constitutes an offer by the Purchaser which TVL shall be free to accept or decline at its discretion. No PO shall be deemed to be accepted by TVL until TVL (i) issues a confirmation in writing (“**Order Acknowledgement**”) or (ii) Delivers (as defined in Clause 4.1) the Products, whichever is earlier. These Conditions shall apply to and shall govern the purchase of the Equipment, the licence of the Software and the provision of the Services to the Purchaser to the exclusion of any other terms and conditions that the Purchaser seeks to impose or incorporate, or may be implied by trade, custom, practice or in the course of dealing. Without prejudice to the foregoing, no terms or conditions delivered with or contained in the Purchaser's order, acceptance of deliver or similar document shall apply and the Purchaser waives any right which it otherwise may have to rely on such terms and conditions.
- 1.2 In accordance with this Agreement, TVL shall: (a) sell and Deliver the Equipment as specified in the PO (“**Equipment**” being defined as the hardware component of each Product); (b) grant to the Purchaser a licence to use the Software (as defined in Clause 8.1) on the terms and conditions set forth in Clause 8; and (c) install and commission the infrastructure necessary for the Products if such service is specified in the Quotation and provide such training, maintenance and other services specified in the Quotation (together, the “**Support Services**”).
- 1.3 TVL shall perform the Support Services with reasonable care and skill and in accordance with any performance dates as set out in the applicable Quotation (but such dates shall be estimates only). The Purchaser shall co-operate with TVL in all matters relating to the Support Services and shall provide, for TVL and its personnel, in a timely manner and at no charge, access to the Purchaser's premises and other facilities as reasonably required by TVL. TVL reserves the right to subcontract such portions of the Support Services to subcontractors of TVL's choice as it deems appropriate.
- 1.4 The term of this Agreement in respect of the provision of the Support Services shall commence on the date set out in the Order Acknowledgement (“**Commencement Date**”) and shall, unless terminated earlier in accordance with the Agreement, continue for the period set out in the Order Acknowledgement. Where no such minimum period for the provision of Support Services is specified, the minimum period shall be 1 (one) year (“**Minimum Period**”). At the end of the Minimum Period, the parties may elect to extend the Minimum Period for such further period as the parties may agree in writing (“**Extended Period**”). The charges payable for the Support Services during the Extended Period shall be agreed between the parties in writing.

### 2. POs AND CONTRACT PRICE

- 2.1 The PO shall set out the Products and/or Support Services required by the Purchaser, the Contract Price (as defined in Clause 2.2) and the requested Delivery date.

- 2.2 The contract price for each item of Equipment, Software and/or the provision of the Support Services is as specified in the accepted PO (the “**Contract Price**”) and shall be paid to TVL in pounds sterling (£GBP) or as specified in the PO or agreed between the parties. Unless stated otherwise in the Quotation, the Contract Price excludes: (a) delivery charges relating to the supply of the Products; and (b) expenses for travel, living or accommodation relating to the provision of any Support Services.
- 2.3 The Contract Price does not include value added tax and any other applicable duties, taxes or imports (including, but not limited to, any export or import duties), all of which shall be for the Purchaser's account at the prevailing rate on the due date for payment.
- 2.4 If the Purchaser is required by law to make any deduction or withholding in respect of tax from any amounts payable to TVL under this Agreement, the Purchaser shall pay to TVL an additional amount as will, after the deduction or withholding has been made, leave TVL with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

### 3. PAYMENT TERMS

- 3.1 The Purchaser shall pay the Contract Price, and all other sums due from it under this Agreement, in accordance with the payment terms, any payment due dates and any payment schedule set out in the Quotation.
- 3.2 Where no due date for payment or payment schedule is specified in the Quotation, the Purchaser shall pay all sums due within thirty (30) days from the date of any invoice issued to the Purchaser. Time of payment of the Contract Price by the Purchaser shall be of the essence and shall be made without deduction, set-off or counter claim (other than any deduction or withholding of tax as required by law).
- 3.3 If the Purchaser fails to make any payment to TVL by the due date then, without prejudice to any other right or remedy available to TVL, TVL shall be entitled to: (a) cancel or suspend any further delivery to the Purchaser under any order; (b) suspend the provision of the Support Services; (c) remotely disable the Software (and the Customer shall provide such access and/or consent as is required for TVL to do so); (d) charge the Purchaser interest on the outstanding amount at the rate of 4% per annum above the base rate of HSBC Bank plc calculated daily from the date the payment became due until actual payment is made by the Purchaser; and/or (e) until title in the Products passes to the Purchaser, require the Purchaser to deliver up the Products to TVL promptly and, if the Purchaser fails to do so, to enter any premises of the Purchaser or any third party where the Products are stored and repossess the Products.

### 4. DELIVERY, TITLE & RISK

- 4.1 All Equipment and Software will be delivered by TVL on an Ex-Works (EXW) basis, as defined in Incoterms 2020, at the delivery point specified in the PO (“**Delivery**”). Unless otherwise agreed in writing (including where TVL agrees to “bill and hold” the Equipment) in which event Clause 4.6 shall apply, title to the Equipment shall not pass to the Purchaser until TVL has received in cash or cleared funds payment in full for the Equipment and all other goods agreed to be sold by TVL to the Purchaser for which payment is due. Title to the Software shall remain vested in TVL at all times. In the event of any inconsistency between the Incoterms 2020 and this Agreement, this Agreement shall prevail. If the PO does not specify a delivery point the delivery point shall be one of TVL premises, as notified by TVL to the Purchaser in its sole discretion.
- 4.2 Until such time as title in the Products passes to Purchaser in accordance with Clause 4.1, Purchaser shall:
  - (i) hold the Products as TVL's fiduciary agent and bailee;

- (ii) store the Products (at no cost to TVL) so that they are clearly identifiable as TVL's property, and shall procure that the Products are so stored when they are in the possession of any third party;
  - (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
  - (iv) keep the Products properly stored, protected and insured on TVL's behalf for their full price against all risks, with a reputable insurer; and
  - (v) be entitled to use the Products in the ordinary course of its business (unless TVL revokes such entitlement in writing).
- 4.3 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products delivered by or on behalf of TVL which remain the property of TVL, but if the Purchaser purports to do so all monies owing by the Purchaser to TVL in respect of such Products shall (without prejudice to any other right or remedy of TVL) immediately become due and payable.
- 4.4 All risk of loss or damage to the Products shall pass to Purchaser upon Delivery (or if Purchaser wrongfully fails to take delivery of any of the Products, the time when TVL has tendered Delivery of the Products).
- 4.5 TVL shall endeavour to meet the Purchaser's requested delivery dates for Products and/or Support Services, but any dates given for Delivery of the Products or provision of the Support Services are estimates only and are not guaranteed. Time for Delivery, and of provision of the Support Services, are not of the essence and TVL shall have no liability whatsoever to the Purchaser or any third party for failure to Deliver or for any delay or error in Delivery of the Products or the Support Services for any reason whatsoever. TVL may make partial deliveries but this shall not relieve the Purchaser of its obligation to accept the remaining items. TVL reserves the right to refuse, cancel or delay Delivery to the Purchaser if payment has not been made as required, or if Purchaser has failed to perform its obligations under this Agreement or any other agreement with TVL.
- 4.6 If the parties agree in writing that title to the Equipment shall pass to the Purchaser prior to full payment (including where TVL agrees to "bill and hold" the Equipment), title in such Equipment shall re-vest in TVL: (i) automatically upon notice by TVL if the Purchaser fails to take Delivery of the Equipment when agreed; (ii) automatically upon notice by TVL if the Purchaser fails to pay the Contract Price and any other sums in accordance with this Agreement; or (iii) automatically immediately prior to the Purchaser suffering an Insolvency Event if the Contract Price and any other sums due have not been paid at such time. "**Insolvency Event**" means (a) the Purchaser suffers any of the following events: the passing of a resolution for winding up or a court of competent jurisdiction making an order for winding up or dissolution; the appointment of an administrator, receiver, administrative receiver; an encumbrancer taking possession of any assets; being unable to pay debts within the meaning of section 123, Insolvency Act 1986 or suspending or threatening to supply payment of its debts; ceasing, or threatening to cease, to carry on all or substantially the whole of its business; or any analogous event occurring in any jurisdiction to which the Purchaser is subject that has an equivalent or similar effect to any of the preceding events; or (b) TVL has reasonable concerns regarding the solvency of the Purchaser.
- 4.7 The Purchaser shall not resell or seek to resell any of the Products (or any part of the Products) to any third party based outside of the European Economic Area, Turkey or Switzerland.
5. INTELLECTUAL PROPERTY RIGHTS
- "**Intellectual Property Rights**" means copyright and related rights, trade marks and service marks, trade names and domain names, patents, rights to inventions, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, the "look and feel" of any websites, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 5.1 The Products and Support Services and all Intellectual Property Rights in it or relating to them are and shall remain the property of TVL (and/or its third party licensors) and nothing in this Agreement shall transfer or grant any rights in relation to the Equipment, Software or Support Services other than the limited licences expressly set out in this Agreement.
- 5.2 The Purchaser shall notify TVL immediately if it becomes aware of any unauthorised use of any of the Products or any of the Intellectual Property Rights in or relating to them and will assist TVL (at TVL's expense) in taking all steps to defend TVL's rights in them.
- 5.3 The Purchaser shall not use, reproduce or deal in the Intellectual Property Rights in any Products or any copies of them (as applicable) except as expressly permitted by this Agreement.
- 5.4 All Intellectual Property Rights created as a result of any Support Services undertaken by TVL, its agents or sub-contractors pursuant to this Agreement or included in any deliverable shall vest in and be the absolute property of TVL. Consequently, the Purchaser shall assign or shall procure the assignment to TVL, with full title guarantee and free from all third party rights, all such Intellectual Property Rights and all other rights created as a result of this Agreement and the Purchaser shall do all necessary acts to vest such Intellectual Property Rights in TVL or its nominee, such acts to include (without limitation) the execution of documents.
6. WARRANTY
- 6.1 Subject to Clauses 6.2 and 6.3, TVL warrants that the Equipment sold to Purchaser under this Agreement shall, under normal use and service, be free from defects in materials and faulty workmanship, and that the Software licensed to Purchaser under this Agreement shall conform in all material respects to TVL's published specifications therefor for the warranty period for such Equipment and/or Software as set out in the relevant Quotation. Where no such warranty period is specified, the warranty period for any item of Equipment shall be twelve (12) months from the date of Delivery and the warranty period for any Software shall be ninety (90) days from the date of Delivery (the "**Warranty Period**").
- 6.2 TVL's obligation and Purchaser's sole remedy under this warranty are limited to the replacement or repair, at TVL's option, of the defective Equipment or Software within the applicable Warranty Period, provided that the Purchaser makes available all the information that may be necessary to help TVL to remedy the defect or fault, including sufficient information to enable TVL to recreate the defect or fault. TVL shall have no obligation to remedy any such defect if, in TVL's reasonable opinion: (a) the Equipment or Software was altered, repaired, or reworked by any party other than TVL without TVL's prior written consent; (b) such defects are the result of Purchaser's or a third party's improper storage, mishandling, abuse, or misuse of the Equipment or Software; (c) such defects are the result of Purchaser's or a third party's use of the Equipment or Software in conjunction with equipment electronically or mechanically incompatible or of an inferior quality; (d) the defects arises because the Purchaser failed to follow TVL's oral or written instructions for the storage, installation, use or maintenance of the Products or (if there are none) good trade practice regarding the same; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (f) the defect was the result of damage by fire, explosion, power failure, or any act of nature.
- 6.3 Subject to the provisions of this warranty clause, defective parts must be returned within the Warranty Period by the Purchaser on a DDP basis (as defined in the Incoterms 2020) to TVL's appointed repair facility and said defective parts will be repaired or replaced by TVL at no additional charge to the Purchaser. In connection with such return by the Purchaser, the Purchaser shall comply with TVL's Return Material Authorisation procedures, available upon request. TVL shall deliver the repaired or replacement parts on a DDP basis to the Purchaser's port of entry. However, if there was no fault found ("**NFF**") the Purchaser shall pay such transportation costs along with TVL's then prevailing NFF charge. Risk of loss or damage shall pass to the receiving party on delivery. TVL will charge the Purchaser for any maintenance carried out which is not covered by the warranties contained in Clause 6.1 or Clause 6.4 at TVL's then prevailing standard rates for such Support Services.

- 6.4 TVL warrants that the defective element of the Equipment or Software returned by TVL following repair or replacement of such defective element by TVL shall be free from defects in materials and faulty workmanship and that the Software will conform in all material respects to TVL's published specifications therefor for ninety (90) days from delivery or until the end of the original Warranty Period, whichever is longer. For the avoidance of doubt, any Warranty Period extension granted pursuant to this Clause 6.4 only applies to the repaired defective element of the Equipment or Software.
- 6.5 Unless expressly set out in the Quotation, in no event shall TVL be obliged to provide any further services including on-site maintenance for Equipment or general Product support.
7. **LIMITATION OF LIABILITY**
- 7.1 Subject to Clause 7.3 and without prejudice to Clause 7.4, neither TVL nor any of its officers, directors, employees, agents, representatives, shareholders or affiliates (TVL and such other persons, the "**TVL Parties**"), shall have any liability to the Purchaser whether arising in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement for any loss of profit, anticipated profit, sales, business, revenue, anticipated savings, any business interruption, any wasted expenditure, any loss or corruption of data or information, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage whatsoever whether or not foreseeable (together, "**Losses**"). The Purchaser shall indemnify the TVL Parties from and against any Losses arising from or in connection with the performance of this Agreement, (including the use of the Equipment, the Software or the inability to use them either separately or in combination with other equipment or software, or from or in connection with the Support Services), or from any other cause, whether caused by negligence, breach of contract or otherwise.
- 7.2 Without prejudice to Clause 7.3, the total cumulative liability of the TVL Parties howsoever arising out of, relating to or in connection with this Agreement (including the provision of the Products and the Support Services), or any other collateral agreement between the parties, shall not exceed the lesser of five hundred thousand pounds (£500,000) or the Contract Price as specified in the PO in relation to which liability arises.
- 7.3 Nothing in this Agreement shall exclude or in any way limit TVL's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.
- 7.4 Without prejudice to Clause 7.3, any and all claims, actions or other similar disputes brought by the Purchaser against TVL arising out of or in connection with this Agreement must be brought within twelve (12) months of the date of Delivery.
- 7.5 Except as expressly stated in this Agreement, all terms, conditions, warranties and representations whether express or implied by statute, common law, usage or otherwise (including without limitation satisfactory quality and fitness for purpose) are excluded to the maximum extent permitted by law.
8. **SOFTWARE**
- 8.1 "**Software**" means any computer programs contained in any media provided to the Purchaser by TVL, or installed on, or embedded in any equipment provided to the Purchaser by TVL, and includes without limitation source code, executables, object code, machine code, programmed logic devices or gate arrays, operating systems, scripts, installers and configuration files provided to the Purchaser by TVL, together with any associated information and documentation provided for the use of such programs, and includes all Core Software and all Additional Software. "**Core Software**" means all Software provided to the Purchaser by TVL for the purposes of providing the core functionality defined by TVL for a given product, and excludes all Additional Software. "**Additional Software**" means any Software provided to the Purchaser by TVL for the purposes of providing certain optional functionality in addition to the core functionality, as identified in the relevant PO or Order Acknowledgement.
- 8.2 The Purchaser's use of all Software provided by TVL shall be governed by these Conditions including the end user licence agreement set out in Schedule 1 ("**EULA**"). In the event of conflict, the terms of the EULA shall prevail.
- 8.3 TVL hereby grants the Purchaser a non-exclusive, non-transferable, revocable licence to use the Software for its normal business purposes to the extent necessary to use the Products which: (a) in the case of the Core Software, shall be a perpetual licence; and (b) in the case of the Additional Software, shall be for the period set out in the Quotation or Order Acknowledgement and shall expire upon the expiration of such term, unless the Purchaser has paid all applicable fees to extend such licence term, and if the Purchaser has not paid all applicable fees to extend such licence term, TVL may remotely disable the Additional Software.
- 8.4 If the Purchaser has been appointed as a distributor of TVL and has entered into a VAR agreement with TVL, in relation to the Software, the Purchaser shall: (a) ensure that its customers are aware of and accept the terms of the EULA before using any of the products supplied by it and which it acquired from TVL; (b) not amend or vary the terms of the EULA; and (c) as requested by TVL, provide TVL with such information about its customers as is reasonably required by TVL for the purposes of managing and enforcing the terms of the EULA with such customer, including company names and addresses.
- 8.5 **Open Source Software.** The Software includes certain third party open source code software ("**Open Source Software**"). All Open Source Software provided as a part of the Software is provided pursuant to the applicable Open Source Software licence terms, and those may differ from the licence terms set out in this Agreement including the EULA. Upon reasonable notice to the Purchaser, TVL may replace such Open Source Software with software that has similar functionality. The licence terms associated with certain Open Source Software impose certain requirements on TVL including that TVL provides copyright notices, permissions notices, and copies of the applicable Open Source Software licence terms to the Purchaser. A list of the Open Source Software included in the Software, the applicable licence terms, and further details are available at <https://thruvision.com/software-licensing/>. Any provisions in this Agreement which differ from any Open Source Software licence terms are offered by TVL alone and not by any other party.
9. **CONFIDENTIALITY**
- 9.1 All business, commercial and technical information, documentation, the Software and any proprietary information supplied by TVL to Purchaser under this Agreement ("**Confidential Information**"), except for that which may be in the public domain, shall be treated as the confidential and proprietary information of TVL. The Purchaser shall: (a) not disclose any Confidential Information to any person, except to its employees on a "need-to-know" basis; (b) not reproduce any Confidential Information, in whole or in part; (c) use any Confidential Information only for operation and maintenance of the Equipment in accordance with this Agreement; and (d) indemnify and hold harmless TVL from and against any loss or damages resulting from a breach of this Clause 9.
- 9.2 If this Agreement is terminated, or if the Purchaser is found to have breached any of the provisions of Clauses 8 or 9 or of the EULA, the Purchaser shall immediately return all Confidential Information to TVL.
- 9.3 TVL may publicly announce the key terms of this Agreement and may use non-confidential information as part of its marketing literature without the consent of the Purchaser, provided, however, that the Purchaser shall have the right, acting reasonably, to request that no publication is made.
10. **FORCE MAJEURE**
- TVL shall not be liable for any non-performance, defective performance, or late performance under this Agreement due to causes beyond its reasonable control such as, but not limited to, natural disasters, war (including civil war), civil unrest, acts of government, fire, floods, explosions, the elements, epidemics, pandemics, quarantine, restrictions, strikes, lock-outs, plant shutdown, material shortages, or delays in transportation or delays of its suppliers or subcontractors for like cause.
11. **TERMINATION**
- Without prejudice to any other rights and remedies it may have, TVL may, immediately upon giving written notice, terminate this Agreement on the occurrence of any of the following events:

- (i) the Purchaser fails to pay any sum due under the Agreement to TVL by its due date;
  - (ii) the Purchaser breaches any other provisions of this Agreement and, where such breach is capable of remedy, fails to remedy the same within 14 days of a notice from TVL requiring its remedy;
  - (iii) the Purchaser fails to pay any sum due under or breaches the terms of any other agreement in force between it and TVL or any member of TVL's group or any loan, lease, debt or security agreement in force between it and any other party;
  - (iv) the Purchaser is unable to pay its debts as they fall due;
  - (v) the Purchaser is liquidated or wound up or has a petition for the appointment of an administrator or any steps are taken to appoint an administrator or the Purchaser has a received or administrative received appointed over all or any of its assets;
  - (vi) the Purchaser convenes any meeting of all or any of its creditors or makes a deed of assignment or arrangement or otherwise compounds will all or any of its creditors;
  - (vii) there is or shall be, in the opinion of TVL, a material adverse change in the financial position of the Purchaser; or
  - (viii) there is any change in control, ownership or shareholding of the Purchaser or any holding company of the Purchaser from that existing at the date of the relevant Order Acknowledgement.
12. CONSEQUENCES OF TERMINATION
- 12.1 Upon termination of the Agreement (howsoever caused), all rights and obligations of the parties shall cease to have effect immediately upon termination and: (a) the Purchaser shall immediately pay to TVL all sums due to TVL under this Agreement; (b) all licences granted under this Agreement (including to use all Software) shall cease; (c) the Purchaser shall cease all activities authorised by this Agreement; and (d) under no circumstances shall TVL be under any obligation to repay to the Purchaser any element of the Contract Price or any other sums paid by the Purchaser under this Agreement (whether related to the provision of the Products or the Support Services or otherwise).
- 12.2 Expiry or termination of this Agreement in accordance with its terms shall not prejudice or affect:
- (i) any right or action or remedy which has accrued or shall thereafter accrue to either party; or
  - (ii) the continued existence and the validity of the rights and obligations of the parties under those clauses which are expressly or by implication to survive termination.
13. PURCHASER RESPONSIBILITIES
- 13.1 The Purchaser shall:
- (i) ensure that all TVL designated personnel have the necessary access to the Purchaser's premises and the Products to enable TVL to provide the Support Services;
  - (ii) provide, at no charge to TVL, reasonable working space and facilities including heat, light, ventilation, electric current and outlets for use by TVL's designated personnel and adequate storage space for equipment and materials;
  - (iii) provide any information in a timely fashion which TVL reasonably requests from Purchaser and which is required for TVL to provide the Support Services or other obligations under or in connection with this Agreement;
  - (iv) not perform, or attempt to perform, or cause to be performed any maintenance or repair to the Equipment, other than pursuant to this Agreement, without TVL's prior, written consent;
  - (v) obtain and maintain in force all necessary licences and consents and comply with all applicable laws as required to enable TVL to perform its obligations under this Agreement, including in relation to the installation of the Equipment; and
  - (vi) keep and maintain the Equipment in good condition and in accordance with TVL's instructions from time to time and shall not dispose of or use the Equipment other than in accordance with TVL's written instructions or authorisation.
- 13.2 The Purchaser shall comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Criminal Finances Act 2017.
- 13.3 The Purchaser shall take reasonable steps to ensure that slavery and human trafficking (as defined in section 54, Modern Slavery Act 2015 ("MSA")) is not taking place in any of its supply chains or in any part of its own business. The Purchaser shall, at TVL's request, provide TVL with a statement of any such steps it has taken, and such other information as TVL may reasonably require in order to enable it to prepare a slavery and human trafficking statement in accordance with the MSA. The Purchaser shall notify TVL immediately if it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 13.4 TVL's personnel will comply with all reasonable site and security regulations as notified by the Purchaser to TVL and such personnel.
14. SANCTIONS AND EXPORT CONTROL
- 14.1 The Purchaser agrees that: (a) it is not a Restricted Party, nor owned or controlled by a Restricted Party; (b) if it becomes a Restricted Party or becomes owned or controlled by a Restricted Party: (i) it shall immediately inform TVL in writing; and (ii) TVL shall have the right, at its sole discretion, to terminate any or all of its obligations to the Purchaser including cancelling any order placed by the Purchaser and suspending deliveries; and (c) it shall comply in all respects with all Sanctions and shall not do anything which would put TVL in breach of any Sanctions.
- 14.2 For the purposes of Clause 14.1, "**Restricted Party**" means a person or entity that is listed on, or owned or controlled by a person listed on, any Sanctions List, or is subject to country-wide Sanctions or otherwise a target of Sanctions; "**Sanctions**" means any economic or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the Sanctions Authorities; "**Sanctions Authorities**" means the US government, the UN, the EU, the UK, or the governmental institutions and agencies of any of the foregoing including the Office of Foreign Assets Control of the US Department of Treasury, the US Department of State, and Her Majesty's Treasury; and "**Sanctions List**" means the Specially Designated Nationals and Blocked Persons list issued by the Office of Foreign Assets Control of the US Department of Treasury or the Consolidated List of Financial Sanctions Targets issued by Her Majesty's Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities.
- 14.3 The Purchaser acknowledges that the Products (including any technical data relating to them) may be subject to Export Control Laws. The Purchaser shall comply in all respects with all Export Control Laws and shall be solely responsible for obtaining any necessary import licences, export licences or other governmental approvals or authorisations from the appropriate authorities before exporting or re-exporting the Products from the country of delivery under this Agreement. The Purchaser shall notify TVL in writing as soon as reasonably practicable after it becomes aware that it is, or is reasonably likely to be, in breach of this Clause 14.3.
- 14.4 For the purposes of Clause 14.3, "**Export Control Laws**" means any US, UK, EU and/or other local government export control laws or regulations.
15. MISCELLANEOUS
- 15.1 Any notice to be given to a party under these Conditions shall be in writing (which includes email) signed by or on behalf of the party giving it, and shall be delivered personally, or sent by recorded delivery, to the address of the party set out in these Conditions or in the Quotation or sent by email to the address provided for this purpose from time to time. Either party may, by a notice given in accordance with this clause, change its address for the purposes of this clause. A notice shall be deemed to have been served:
- (i) at the time of delivery if delivered personally; or



- (ii) 3 days after posting in the case of an address in the United Kingdom and 7 days after posting for any other address; or
  - (iii) 2 hours after transmission if sent by email on a business day prior to 3pm or in any other case, at 10am on the business day after the date of dispatch.
- 15.2 The Purchaser shall not assign, novate or otherwise transfer any of its rights or obligations under this Agreement in whole or in part without the prior written consent of TVL.
- 15.3 No failure or delay by a party to enforce or exercise any right or remedy under this Agreement or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.
- 15.4 In the performance of its obligations under this Agreement, the Purchaser shall comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). The Purchaser shall not use any of the Products to encourage or promote illegal activity or violation of third party rights.
- 15.5 Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it
- 15.6 This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any prior agreements, understandings or arrangements between the parties in relation to such subject matter. Each party acknowledges that: (a) upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly set out in this Agreement; and (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement.
- 15.7 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.8 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

# Schedule 1

## End User Licence Agreement

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY BEFORE USING THIS SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE AGREEMENT, YOU MUST NOT RUN, INSTALL, DOWNLOAD OR OTHERWISE USE THE SOFTWARE OR ASSOCIATED DOCUMENTS.

All intellectual property rights in any software provided to you for the purposes of providing the core functionality defined for a given product ("Core Software"), any related software provided to you for the purposes of providing certain optional functionality in addition to the Core Software ("Additional Software"), and any associated media (together, "Software") and any documentation including any operating manuals, user instructions, technical literature and other related materials in eye readable form provided to you (whether electronic or printed) which accompanies the Software ("Documents") are owned by Thruvision Limited a company registered in England and Wales with company number 10940081 whose registered office is at 121 Olympic Avenue, Milton Park, Milton, Abingdon, Oxon, England, OX14 4SA ("We" or the "Licensor"). We license use of the Software and Documents to you on the basis of this end user licence agreement ("Licence"). We do not sell the Software or Documents to you. We remain the owners of the Software and the Documents at all times.

By running, installing, downloading or otherwise using the Software or Documents, you (an individual or legal entity) agree to be bound by the terms of this Licence and you warrant that you are the authorised user of the Software.

### 1. Grant and scope of Licence

1.1 In consideration of the payment of the agreed licence fee for the Software, the Licensor hereby grants to you a non-exclusive, non-transferable, revocable licence (without the right to sub-license) to use for your own internal business purposes only, in object code only, and solely on the hardware and equipment provided to you by TVL:

- (i) the Core Software and associated Documents on a perpetual basis; and
- (ii) the Additional Software and associated Documents for the term set out in the written quotation or order acknowledgment issued by the Licensor or its authorised distributor.

### 2. Restrictions

2.1 Except as expressly set out in this Licence, you shall:

- (i) not copy the Software or Documents except where such copying is absolutely necessary for the purpose of back-up or for your operational security;
- (ii) not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
- (iii) not make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (iv) not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing save to the extent that you cannot be prohibited from so doing under applicable law (and noting that information necessary to achieve interoperability of the Software with independently created programs is readily available from TVL on written request);
- (v) keep all copies of the Software secure and maintain accurate and up-to-date records of the number and locations of all copies of the Software and will allow the Licensor from time to time to verify the same;
- (vi) supervise and control use of the Software and ensure that the Software is used solely in accordance with the terms of this Licence;
- (vii) include our copyright notice on all entire and partial copies you make of the Software on any medium;
- (viii) not provide or otherwise make available the Software in whole or in part in any form to any person and shall not permit any third party to use the Software and shall not use the Software on behalf of or for the benefit of any third party in any way whatsoever (including, without limitation, using the Software for the purpose of operating a managed service); and
- (ix) shall not use or otherwise export or re-export the Software except as authorised by the laws of England and Wales and the laws of the jurisdiction(s) in which the Software was obtained.

### 3. Installation

Installation of the Software shall be your responsibility and you shall be responsible for ensuring appropriate installation site conditions.

### 4. Price and payment

4.1 In consideration of the grant of the licences in Clause 1, you must have paid the Licensor *or its authorised distributor* the applicable fees, usually included in the payment for the Thruvision product on which the Software is used, as specified by the Licensor in the written quotation or order acknowledgment issued by the Licensor *or its authorised distributor*.

### 5. Warranty

5.1 The Licensor warrants that:

- (i) it has authority to licence the Software and the Documentation to you; and
- (ii) for a period of ninety (90) days from the date of installation, the Software will perform substantially in accordance with the user manual provided by TVL and accompanying the Software, or such other period as is set out in the relevant Quotation or Order Acknowledgment ("**Warranty Period**").

5.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in all in accordance with the functional specification published for the relevant release of the Software, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

5.3 The Licensor does not warrant or represent that:

- (i) the operation of the Software will be uninterrupted or error free;
- (ii) the Software is compatible with third party computer programs;
- (iii) the Software is compatible on all third party hardware configurations; or
- (iv) the Software is suitable for your needs.

5.4 The warranties set out in clause 5.1 shall not apply:

- (i) if the defect or fault in the Software results from you having altered or modified the Software; or
- (ii) if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence or failing to comply with your obligations under this Licence; or
- (iii) if the defect or fault in the Software results from accident, neglect or misuse of the Software, failure of electrical power or circuitry, unusual stress or storage, transportation, handling or repairing by you, inappropriate operation of the Software by your staff, or modification of the hardware or platform on which the Software is run from that provided or recommended, unless such defects or failures are as a direct consequence of directions given to you during training supplied by the Licensor.

5.5 You will give notice to the Licensor as soon as you are reasonably able upon becoming aware of a breach of any of the warranties set out in clause 5.1. The Licensor's sole liability and obligation in relation to a breach of warranty under clause 5.1 shall be to remedy, repair or replace the Software (or the failing parts thereof).

## 6. Liability

6.1 Nothing in this Licence shall exclude or limit the Licensor's liability in respect of death or personal injury caused by negligence, fraud (including fraudulent misrepresentation) or any other liability which cannot by law be limited or excluded.

6.2 Subject to clause 6.1, the Licensor shall not in any circumstances whatever be liable to you, whether in contract including under any indemnity, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for any loss of profit, anticipated profit, sales, business, revenue, anticipated savings, any business interruption, any wasted expenditure, any loss or corruption of data or information, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage whatsoever whether or not foreseeable.

6.3 Subject to clause 6.1, in no event shall the aggregate liability of the Licensor under or in connection with this Licence whether in contract including under any indemnity, tort (including negligence) or otherwise exceed the fee paid by you for the Software.

6.4 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## 7. Intellectual Property Rights

7.1 All intellectual property rights in the Software and the Documents anywhere in the world belong to the Licensor or its third party licensors. You acknowledge that any intellectual property rights used or embodied in or in connection with the Software and the Documents shall remain the exclusive property of Licensor, and that, except for the limited rights expressly granted under this Licence, no intellectual property rights in the Software or the Documents shall pass or otherwise vest in you.

7.2 You acknowledge that you have no right to have access to the Software in source code form.

7.3 You shall promptly report to the Licensor any known or suspected unauthorised use of the Software and/or the Documents.

7.4 The Licensor shall defend you against any claim that your normal use or possession of the Software in accordance with this Licence infringes any UK intellectual property rights of any third party and shall indemnify you for any amounts awarded against you in judgment or settlement of such claim provided that you take reasonable steps to mitigate your loss, you immediately notify the Licensor of any potential claim, you give the Licensor immediate and complete control of such claim, that you do not prejudice the Licensor's defence of such claim, that you give the Licensor all reasonable assistance with such claim and that the claim does not arise as a result of the use of the Software in combination with any equipment or programs not supplied or approved by the Licensor or possession or use of the Software (or any part thereof) by you other than in accordance with the terms of this Licence. The Licensor shall have the right to replace or change all or any part of the Software in order to avoid any infringement. The foregoing states the entire liability of the Licensor to you in respect of the infringement of the intellectual property rights of any third party.

## 8. Confidentiality

8.1 All business, commercial and technical information, documentation, the Software and any proprietary information supplied to you by the Licensor under this Licence ("**Confidential Information**"), except for that which may be in the public domain, shall be treated as the confidential and proprietary information of the Licensor. You shall: (a) not disclose any Confidential Information to any person, except your employees on a "need-to-know" basis; (b) not reproduce any Confidential Information, in whole or in part; (c) use any Confidential Information only for operation and use of the Software in accordance with this Licence; and (d) indemnify and hold harmless the Licensor from and against any loss or damages resulting from a breach of this Clause 8.

8.2 If this Licence is terminated, or if you are found to have breached any of the provisions of this Clauses 8, you shall immediately return all Confidential Information to the Licensor.

## 9. Force Majeure

The Licensor shall not be liable for any non-performance, defective performance, or late performance under this Licence due to causes beyond its reasonable control such as, but not limited to, natural disasters, war (including civil war), civil unrest, acts of government, fire, floods, explosions, the elements, epidemics, pandemics, quarantine, restrictions, strikes, lock-outs, plant shutdown, material shortages, or delays in transportation or delays of its suppliers or subcontractors for like cause.

## **10. Termination**

- 10.1 Without prejudice to any other rights or remedies, the Licensor may, by written notice to you, terminate this Licence with immediate effect if you commit a material or persistent breach of this Licence.
- 10.2 Upon termination of this Licence, all rights granted to you under this Licence shall cease; you shall immediately cease all activities authorised by this Licence; and you shall immediately and permanently delete or remove the Software from all computer equipment, storage media and all other files in your possession and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **11. General**

### **11.1 Notices**

All notices given by you to the Licensor must be given in writing to the address set out at the top of this Licence. The Licensor may give notice to you at either the e-mail or postal address you provided to it (or its representative) when purchasing the licence to use the Software. Either party may, by a notice given in accordance with this clause, change its address for the purposes of this clause. A notice shall be deemed to have been served: (a) at the time of delivery if delivered personally; or (b) 3 days after posting in the case of an address in the United Kingdom and 7 days after posting for any other address; or (c) 2 hours after transmission if sent by email on a business day prior to 3pm or in any other case, at 10am on the business day after the date of dispatch.

### **11.2 Assignment and subcontracting**

You may not assign, transfer, charge or otherwise encumber, declare a trust over or deal with in any other manner this Licence or any right, benefit or interest under it, or subcontract any of your obligations under it, without the prior written consent of the Licensor.

### **11.3 Exclusion of third party rights**

Unless expressly provided in this Licence, no term of this Licence is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it.

### **11.4 Waiver**

No failure or delay by a party to enforce or exercise any right or remedy under this Licence or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of this Licence shall not be deemed to be a waiver of any subsequent breach.

### **11.5 Entire agreement**

This Licence constitutes the entire agreement of the parties with respect to its subject matter and supersedes any prior agreements, understandings or arrangements between the parties in relation to such subject matter. Each party acknowledges that: (a) upon entering into this Licence, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly set out in this Licence; and (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Licence.

### **11.6 Governing law and jurisdiction**

- (i) This Licence and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- (ii) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Licence, its subject matter or formation.