

GLORY



**UBIQULAR™ MASTER AGREEMENT
TERMS AND CONDITIONS v2.0**

UBIQULAR TERMS & CONDITIONS v2.0

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply to this Agreement.

“**Affiliate**” means, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of any such subsidiary or holding company.

“**Agreement**” has the meaning given to it in Clause 2.2 of these Terms and Conditions.

“**Agreement Term**” has the meaning given to it in Clause 3.1 of these Terms and Conditions.

“**Applicable Term**” means the Subscription Term or Services Period, as applicable to the Products and Services ordered pursuant to the Schedule.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in the Territory when banks in the capital city of such Territory are open for business.

“**Cloud Services**” means each applicable cloud service selected as applicable in the UBIQULAR Schedule.

“**Cloud Services Terms**” means the latest version of the “UBIQULAR Cloud Services Terms” as were published on the Website on the Effective Date which shall apply to the Cloud Services which the Customer subscribes to pursuant to the UBIQULAR Schedule.

“**Customer**” means the customer identified in the applicable UBIQULAR Schedule.

“**Documentation**” means the product and service descriptions, technical specifications, manuals, policies and other documents published or made available by the Supplier applicable to the relevant Products and Services.

“**Effective Date**” means the date of this Agreement specified in the UBIQULAR Schedule.

“**Excluded Loss**” means:

- (a) any indirect, incidental, consequential, economic, punitive, special or pecuniary loss or damage whatsoever or howsoever occurring; and
- (b) any loss or damage of the following kinds of loss whether direct or indirect or consequential or otherwise:
 - (i) loss of profits, loss of revenue, loss of data, corruption of or damage to data, loss of or damage to software, loss of use, loss of goodwill, loss of agreements, loss of opportunity or loss of business; and
 - (ii) loss or damages representing or calculated by reference to increased cost of working, loss of efficiency, rent or replacement charges for replacement equipment, loss of anticipated savings, the need to increase or incur additional labour charges or the payment to or reimbursement for payments to third parties,

and, in all cases, whether or not foreseeable or actually contemplated.

“**First Year**” the period of 12 calendar months commencing on the Commencement Date.

“**Fees**” means all fees specified in the UBIQULAR Schedule plus any other fees which may arise under the applicable Product Terms.

“**Force Majeure**” means any event beyond the reasonable control of the party affected or any circumstances beyond a party’s reasonable control including, without limitation, war, national emergency, civil disturbance, terrorism, theft, fire, flood, explosion, natural disaster, unusually severe weather

conditions, prohibitive legislation or regulations, judicial or administrative decrees and failure of power or utility supplies (including telecommunications).

"Intellectual Property Rights" means any and all rights in and to copyrights in all countries of the world and/or any similar rights in countries where such rights exist, for the whole term of such copyright including any extensions or renewals of such rights and including the right to sue for damages and other remedies in respect of any infringements of the copyrights includes any background material, skills, techniques, concepts, methodologies, schemata, diagrams, know-how, information, trade secrets or instruction manuals acquired, developed or used in the course of developing any software and / or providing any goods or services.

"Managed Services" means those services specified as applicable in the UBIQULAR Schedule under the heading "Managed Services".

"Product Terms" means the Cloud Services Terms, Program Terms, Managed Services Terms and Services Terms as applicable to the Products and Services ordered by the Customer pursuant to the applicable UBIQULAR Schedule.

"Professional Services" means those services specified as applicable in the UBIQULAR Schedule heading "Professional Services".

"Program" means those software programs specified as applicable in the UBIQULAR Schedule.

"Programs Terms" means the latest version of the "UBIQULAR Programs Terms" as were published on the Website on the Effective Date which shall apply to the Programs which the Customer licences pursuant to the UBIQULAR Schedule.

"Services" means, as applicable, the Managed Services, the Professional Services and the Technical Support Services.

"Services Period" has the meaning given to it in the Services Terms.

"Services Terms" means the latest version of the "UBIQULAR Services Terms" as were published on the Website on the Effective Date which shall apply with respect to the Services which the Customer subscribes to pursuant to the UBIQULAR Schedule.

"Subscription Term" has the meaning given to it in the Cloud Services Terms.

"Supplier" means the supplier entity identified in the applicable UBIQULAR Schedule.

"Supplier Enhancement" means any update, fix, patch, enhancement or other change to the Program or Cloud Services which is independently developed by the Supplier other than in response to a Service Request or as a Customer Enhancement and which is delivered by the Supplier to the Customer for installation, in respect of the Program, or which the Supplier applies to the Cloud Services.

"Technical Support Services" means the technical support services in relation to Programs and the Cloud Services delivered pursuant to the UBIQULAR Services Terms, where applicable.

"Territory" means the country in which the Supplier company signing this Agreement is incorporated.

"Terms and Conditions" means these UBIQULAR terms and conditions.

"UBIQULAR Schedule" means the schedule of commercial terms entered into between the Supplier and Customer which reference these Terms and Conditions and pursuant to which Customer has ordered the Products and Services specified therein.

"Year" means a) the First Year, and/or b) any subsequent period of 12 months during the Applicable Term commencing on the expiry of the First Year or any subsequent anniversary thereof.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.8 A reference to writing or written includes faxes but not e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. CONSTRUCTION

- 2.1. These Terms and Conditions are applicable to each UBIQULAR Schedule which specify this version of the Terms and Conditions as being applicable and to all Products and Services being purchased or subscribed for pursuant to each such UBIQULAR Schedule. In addition:
 - (a) the Cloud Services Terms shall apply with respect to any Cloud Services marked as applicable in the UBIQULAR Schedule;
 - (b) the Programs Terms shall apply with respect to any Programs marked as applicable in the UBIQULAR Schedule;
 - (c) the Services Terms shall apply with respect to any Services or Technical Support Services marked as applicable in the UBIQULAR Schedule.
- 2.2. By entering into the UBIQULAR Schedule, the Customer is ordering each of the Products and Services specified as applicable therein on the terms set out in these Terms and Conditions and the applicable Product Terms which, together, shall constitute a single agreement (the "**Agreement**") between Supplier and Customer for the Products and Services. For the avoidance of doubt, the terms and conditions contained in any Customer purchase order or acknowledgment shall not apply.
- 2.3. In the event of inconsistency or conflict between:
 - (a) a UBIQULAR Schedule;
 - (b) the Product Terms; and
 - (c) these Terms and Conditions,

the above order of precedence shall apply.

3. AGREEMENT TERM

- 3.1. This Agreement shall, unless otherwise terminated as provided in Clause 10 of these Terms and Conditions, commence on the Effective Date and shall continue to remain in effect until the expiration, lapse or termination of all Products and Services ordered by the Customer pursuant to the UBIQULAR Schedule including, for the avoidance of doubt, the renewal of any such Products and Services. (the "**Agreement Term**").

4. CONFIDENTIALITY

- 4.1. Each party in its capacity as Receiving Party shall, during the Agreement Term and, in any event, for a period of 3 years from the date of disclosure, keep confidential all Confidential Information and shall not use the Confidential Information for any purpose other than implementation of this Agreement, and

performance of the obligations hereunder or as is otherwise permitted in accordance with the terms of this Agreement.

- 4.2. The Receiving Party shall: (a) take the same care in protecting the Disclosing Party's Confidential Information as it takes in protecting its own confidential Information and in any event not less than that which a reasonable person or business would take in protecting its own confidential Information; (b) only disclose Confidential Information on a need-to-know basis to such of its Affiliates, employees, agents, consultants and contractors as are under similar obligations of confidentiality as contained in this Agreement including, but not limited to, the use of the Confidential Information for the purpose specified in Clause 4.1 of these Terms and Conditions only; and (c) forthwith upon receipt of a written request from the Disclosing Party: (i) return all Information supplied by the Disclosing Party as well as items and materials relating to or derived from the Confidential Information; (ii) deliver to the Disclosing Party or at its request destroy immediately all items and materials made by the Receiving Party containing Confidential Information, that are not returned pursuant to paragraph (i) above; (iii) not keep copies or duplicates of any items or materials referred to in paragraphs (i) or (ii) above; and (iv) provide a certificate signed by a senior officer of the Receiving Party confirming that the provisions of this clause have been complied with.
- 4.3. This Agreement shall not apply to any Confidential Information which the Receiving Party: (a) can show is or becomes publicly available through no fault of the Receiving Party; (b) can show was in its possession prior to the date of disclosure; (c) may subsequently receive from any third party legally in possession of the Confidential Information and who was not restricted from disclosing it; (d) can show is independently acquired by the Receiving Party as a result of work carried out by an employee, consultant or contractor of the Receiving Party to whom no disclosure of Confidential Information has been made; or (e) is required to disclose pursuant to a court order or relevant stock exchange provided that the Receiving Party shall have given prior written notice to the Disclosing Party.
- 4.4. Upon expiration or termination of this Agreement for any reason, each of the parties shall deliver up to the other or, if requested, destroy all property of whatever nature, including, but not limited to, any Confidential Information which may be in its possession or under its control at the date of termination together with all copies and where destruction has been requested by the other party, certify that such destruction has taken place.
- 4.5. The Supplier shall, in providing the Products and Services, comply with its Privacy Policy available at https://www.glory-global.com/en-gb/privacy_policy/ or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion provided that any amendments to the Privacy Policy shall not materially reduce the level of performance, functionality, security or availability of the Products and Services during the terms for which the Customer subscribes for the applicable Products and Services pursuant to the UBIQULAR Schedule and applicable Product Terms.

5. OWNERSHIP

- 5.1. Supplier or its licensors retain all ownership and intellectual property rights to the Cloud Services, Programs and anything developed or delivered under the Agreement.

6. CUSTOMER'S OBLIGATIONS

- 6.1. The Customer shall:

6.1.1 provide the Supplier with:

- (a) all necessary co-operation in relation to this Agreement; and
- (b) all necessary access to such information,

as may be required by the Supplier in order to provide the Products and Services, including but not limited to the required data, documents, security access information, configuration requirements, user credentials and other applicable information;

- 6.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 6.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 6.1.4 ensure all use of the Products and Services is in accordance with the terms and conditions of this Agreement and the Customer shall be responsible for any breach of this Agreement by any person authorised by the Customer to use the Products and Services;
- 6.1.5 obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the sale, delivery and performance of the Products and Services;
- 6.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time with respect to the applicable Products and Services.

6.2 The Customer acknowledges and agrees that it is solely responsible for:

- 6.2.1 determining whether the Products and Services identified in the UBIQLAR Schedule meet the Customer's requirements.
- 6.2.2 meeting its own regulatory compliance requirements in connection with the Customer's use of the Products and Services.

7 LIMITATION OF LIABILITY

- 7.1 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THAT PARTY, OR EITHER PARTY'S LIABILITY IN THE TORT OF DECEIT OR FOR FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY WHICH MAY NOT BE LIMITED OR EXCLUDED BY LAW.
- 7.2 SUBJECT TO CLAUSE 7.1 OF THESE TERMS AND CONDITIONS, THE SUPPLIER'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE APPLICABLE PRODUCTS AND SERVICES WHICH ARE THE SUBJECT OF THE CLAIM IN THE 12 (TWELVE) MONTHS IMMEDIATELY PRECEDING THE EVENT OR SERIES OF EVENTS GIVING RISE TO THE LIABILITY.
- 7.3 EXCEPT AS EXPRESSLY PROVIDED IN CLAUSE 7.1 OR CLAUSE 7.2 OF THESE TERMS AND CONDITIONS, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:
 - 7.3.1 NEITHER SUPPLIER NOR SUPPLIER'S SUB-CONTRACTORS, THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS SHALL BE LIABLE TO CUSTOMER BY WAY OF INDEMNITY OR OTHERWISE FOR BREACH OF CONTRACT OR STATUTORY DUTY OR IN TORT (INCLUDING NEGLIGENCE) IN RESPECT OF ANY DELAY IN DELIVERY OR PERFORMANCE, INSTALLATION, OR DEFECTS IN THE PROVISION OF OR FAILURE TO SUPPLY ANY PRODUCTS OR SERVICES, OR FOR ANY OTHER CAUSE OR CLAIM EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND
 - 7.3.2 IN NO CIRCUMSTANCES WHATSOEVER SHALL SUPPLIER BE LIABLE FOR EXCLUDED LOSS.

8 FEES

8.1 The Customer agrees to pay to the Supplier all Fees within 30 days of the applicable the invoice date. All payments are non-refundable. The Customer shall be responsible for all taxes, withholdings, duties and levies for payments due or made under this Agreement.

8.2 Any late payments shall be subject to a service charge equal to 1.5% per month of the amount outstanding or the maximum amount allowed by law, whichever is less.

9 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

9.1 In respect of any information, design, specification, instruction, software, service, data, hardware, or other material (collectively, "**Material**") provided by the Supplier to the Customer, the Supplier shall indemnify the Customer against any direct damages (excluding Excluded Loss), reasonable costs and expenses which may be finally awarded against the Customer by a court of competent jurisdiction as a result of any claim that any of the Material or their use by Customer infringes the Intellectual Property Rights of any third party.

9.2 If any claim is made against the Customer which may give rise to a claim for indemnification under Clause 15.1 of these Terms and Conditions, the Supplier's obligation to indemnify shall be conditional upon the Customer:

9.2.1 notifying the Supplier in writing of any such claim as soon as reasonably practicable but in any event not later than thirty (30) days from receipt thereof by the Customer;

9.2.2 not making any admission as to liability or agreeing to any settlement or compromise of any such claim without the prior written consent of the Supplier; and

9.2.3 at the Supplier's request and expense, allowing the Supplier to conduct all negotiations and proceedings arising from and/or to settle any such claim, giving the Supplier all reasonable assistance in connection with the conduct of such negotiations and proceedings, and acting in accordance with the reasonable instructions of Supplier in connection therewith.

9.3 The obligation to indemnify under Clause 9.1 of these Terms and Conditions shall not apply:

9.3.1 to any infringement arising as a result of the Material having been altered, modified or combined with other apparatus or software; or

9.3.2 to the extent that such claim relates to aspects of the Material developed or manufactured to designs or specifications provided by the Customer or which otherwise incorporate documents, materials, ideas, data or other information provided by the Supplier; or

9.3.3 where such claim relates to the Material being used other than for the purpose for which they were designed.

9.4 If any of the Material or their use become or, in the opinion of the Supplier, may become, the subject of a claim in respect of the infringement of the Intellectual Property Rights of a third party the Supplier may:

9.4.1 use commercially reasonable efforts to obtain for the Customer a right to use the Material by procuring a licence or otherwise; or

9.4.2 where technically possible modify the Material to remove the infringement; or

9.4.3 replace the Material with other non-infringing products with substantially equivalent functions and performance.

9.5 The Customer shall notify the Provider in writing without delay in the event of it being of the opinion that the Material or use thereof may infringe the Intellectual Property Rights of any third party.

9.6 Except as provided in this Clause 9 of these Terms and Conditions, the Supplier shall not be under any liability in respect of any claim of infringement of any third party Intellectual Property Rights.

10 TERM AND TERMINATION

- 10.1 Either party may terminate this Agreement with immediate effect if:
- 10.1.1 the other party commits a breach of a material term or persistently breaches a term of this Agreement and, in the case of a breach capable of being remedied, does not remedy the breach within thirty (30) days after receipt of notice (indicating in the notice that it is sent pursuant to this Clause 10 of these Terms and Conditions) in writing from the non-defaulting party detailing the breach and requiring its remedy; or
 - 10.1.2 the other party ceases to trade, has a petition for a bankruptcy order or similar insolvency proceedings have been filed against it or becomes insolvent or unable to pay its debts;
 - 10.1.3 any sums payable by the other party pursuant to this Agreement remain unpaid for a period of seven (7) days from the date such sums are due and payable.
- 10.2 If Supplier terminates this Agreement pursuant to Clause 10.1 of these Terms and Conditions, Customer must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Services received prior to the date of termination plus all applicable taxes.
- 10.3 Any termination of this Agreement shall be without prejudice to any other rights or remedies of either party under this Agreement or at law and will not affect any accrued rights or liabilities of either party at the last date of termination.
- 10.4 Save as otherwise provided herein, Customer shall not be entitled to cancel or terminate the Agreement and the Customer's order for the Products and Services, in whole or in part, without Supplier's prior written consent which shall be determined in its sole and absolute discretion. If the Customer submits a request for consent to terminate the Agreement or to cancel the Customer's order for one or more Products and Service, the Supplier's consent may be subject to payment by Customer of a termination fee which shall be determined by the Supplier work done and materials purchased up to the applicable date of cancellation, appropriate compensation with respect to the applicable Products and Services to be cancelled, the term of commitment agreed for the subscription and delivery of the applicable Products and Services to be cancelled and such other charges the as the Supplier determines are appropriate, proportionate and relevant. The aggregate sum payable by Customer to Supplier under this Clause 10.4 of these Terms and Conditions shall not exceed the total Fees for the cancelled Products or Services.
- 10.5 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 11 **NOTICES** - Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service. Either party may change the address to which notice, or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

12 **LAW AND JURISDICTION**

- 12.1 This Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Territory and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Territory. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defences otherwise available.
- 12.2 In the event of any dispute between the parties in connection with this Agreement, the parties shall use all reasonable efforts to settle such dispute amicably by negotiation. If the parties are unable to settle such dispute by negotiation within twenty-one (21) days, they shall attempt to settle it by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution Limited. To initiate mediation either party shall give notice in writing ("**ADR Notice**") to the other party to the dispute requesting mediation. The mediation will start not later than twenty-eight (28) days after the date of the ADR Notice.

12.3 The mediation shall take place in London and the language of the mediation shall be English. The mediation agreement shall be governed by, construed and take effect in accordance with the laws of the Territory. The courts of the Territory shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of, or in connection with, the mediation.

12.4 A party may not start any court or arbitration proceedings (save as is necessary to obtain an order for interim relief) in relation to a dispute arising out of the Agreement until it has attempted to settle it by mediation and that mediation has terminated.

12.5 If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

13 TRANSFER OF RIGHTS AND OBLIGATIONS

This Agreement is binding on the Customer, the Supplier and the Supplier's respective successors and assigns. The Customer may not transfer, assign, charge or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, without the Supplier's prior written consent. Upon consent, any such assignment shall be made on same terms as this Agreement. The Supplier may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of the Supplier's rights or obligations arising under it, at any time during the Applicable Term.

14 WAIVER

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by the Supplier of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to Customer in writing.

15 SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

16 EXPORT CONTROL

The Customer agrees to follow all export control laws and regulations relating to the Program, the Cloud Services and Documentation.

17 RELATIONSHIPS

The Supplier and the Customer agree that under this Agreement: (a) both parties are independent contractors; (b) neither party is a legal representative, agent or partner of the other (c) neither party will represent or act on behalf of the other, unless otherwise agreed to in writing; and (d) both parties are free to enter into similar agreements with others and to market its products and services to others.

18 NO THIRD PARTY BENEFICIARIES

A person who is not a party to this Agreement shall have no right to enforce any of its terms.

19 FORCE MAJEURE

The Supplier shall not be in breach of this Agreement and shall not be liable to the Customer if it is prevented or delayed in carrying out the supply of any products or services contemplated by this Agreement due to any event of Force Majeure.

20 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this

Agreement. Each party acknowledges that, in entering into this Agreement, neither has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations prior to entering into this Agreement except as expressly stated in this Agreement. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date the parties entered into this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions. This Agreement shall take precedence over any other documents that may be in conflict therewith.