CBNG TERMS AND CONDITIONS OF SUPPLY

These terms and conditions ("**Contract**") constitute the complete and exclusive contract between CBNG and the Customer for the supply by CBNG of Goods and/or Services to the Customer.

1. DEFINITIONS

Affiliate means, in relation to a Party, any person which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that Party from time to time;

Applicable Laws means all national, state, local, municipal legislation, regulations, statutes, by-laws, consents and/or other laws of any relevant governmental authority and any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities contemplated under this Contract;

CBNG means Cambridge Broadband Networks Group Ltd. Company number 10427528, with its registered address at 184 Cambridge Science Park, Milton Road, Cambridge, CB4 0GA, UK;

CIP means Carriage and Insurance Paid (at nominated location) as defined by ICC INCOTERMS 2020 rules;

Claim means demands, actions, causes of action, proceedings, lawsuits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind brought by any person, corporation, governmental entity or other entity that are not a party to this Contract;

Confirmation of Order means the acknowledgement of a Purchase Order issued by CBNG to the Customer;

Control means:

(a) the ownership or control (whether directly or indirectly) of more than twenty five per cent (25%) of the voting share capital of the relevant undertaking; or

(b) the ability to direct the casting of more than twenty-five per cent (25%) of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters; or

(c) the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board on all, or substantially all, matters;

and **Controls** or **Controlled** shall be construed accordingly;

Customer means the person, firm or company who purchases the Goods and/or Services from CBNG;

DDP means Delivered Duty Paid (at nominated location) as defined by ICC INCOTERMS 2020 rules;

Deliverables means any documents, samples or other physical materials, written advice, repaired product units or other deliverables provided by CBNG to the Customer as part of Goods and/or Services;

Delivery means in respect of Goods, (unless otherwise agreed by the Parties), when the Goods are ready for delivery EXW at CBNG's nominated location;

Effective Date means that as defined in Clause 2.6;

EXW means Ex-Works (at nominated location) pursuant to ICC INCOTERMS 2020;

Goods means any Hardware and/or Software, including ancillary components; to be supplied to the Customer by CBNG (including any part or parts of them);

Hardware means the machines and other physical components (other than Software) and may include the medium that the Software resides on;

Insolvency Event means each of**:**

a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a creditor, or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

b) the Customer or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

c) anything analogous to any of the events referred to in Clauses (A) and (B) occurs under the law of any other jurisdiction in relation to the Customer;

Intellectual Property Infringement means actual or alleged infringement or misappropriation of any Intellectual Property Rights;

Intellectual Property Rights means all patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trademarks, trade names, business names, service marks, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights and rights to sue for passing off;

Lien means any lien, charge, security interest, attachment or encumbrance of whatever nature including material personnel, labourers, mechanics, sub-contractors, and sub-contractors' and vendors' liens;

Open-Source Software means software which includes software licensed or distributed under any of the licenses or distribution models listed on the Open-Source Initiative (OSI) website at http://www.opensource.org/licenses/alphabetical, including but not limited to the following: (a) any version of GNU'S General Public License (GPL) or Library GPL (LGPL); and (b) the Artistic License (e.g., PERL);

Party means CBNG or the Customer. **Parties** mean collectively CBNG and the Customer.

Purchase Order means the order issued by the Customer to CBNG;

RMA means Return of Merchandise Authorization as defined in Clause 10.5;

RMA Procedures means the process for RMA as notified by CBNG to Customer from time to time;

Services means any services agreed in this Contract to be supplied to the Customer by CBNG (including any part of parts of them);

Software means computer programs in object code together with any technical information and all documentation necessary for the use of such programs and shall include the CBNG Software and Third Party Software;

Term means the period from the Effective Date until the final payment is made by the Customer unless otherwise terminated pursuant to Clause 17;

Territory means the country or territory that is stated on the Purchase Order and, if not stated, shall be the United Kingdom;

Third Party Software means the Software which is proprietary to a third party and may include Open-Source Software;

WEEE Regulations means the Waste Electrical and Electronic Equipment Regulations 2013 and any EU legislation restricting the use of hazardous substances in electrical and electronic equipment including the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012.

Working Day shall be construed as a reference to a workday (excluding weekends) that is not a public holiday in England;

2. APPLICATION OF THESE TERMS

2.1 Subject to Clause 2.3 below, this agreement between the Parties shall be solely based on this Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any Purchase Order, Confirmation of Order, specification or other document). No terms or conditions endorsed on, delivered with or contained in the Purchase Order, Confirmation of Order, specification or other document shall form part of the Contract simply as a result of such document being referred to in this Contract.

2.2 This Contract applies to all CBNG's sales of Goods and supplies of Services and any purported variation to these conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed and signed by an authorised representative of CBNG.

2.3 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CBNG which is not set out in this Contract.

2.4 Any quotation or proposal is given by CBNG on the basis that this Contract only becomes effective when CBNG despatches the Confirmation of Order to the Customer. Any quotation or proposal is valid for a period of 30 days only from its date, provided that CBNG has not previously withdrawn it.

2.5 Each Purchase Order for, or acceptance of a quotation and/or proposal for, Goods and/or Services by the Customer from CBNG shall be deemed to be an offer by the Customer to buy Goods and/or Services subject to this Contract.

2.6 A Purchase Order shall only be deemed to be accepted by CBNG upon the issue of a Confirmation of Order or (if earlier) CBNG delivers Goods to the Customer or begins to perform Services for the Customer; the date of which in regard to the Goods or Service being when this Contract comes into effect ("**Effective Date**").

2.7 The Customer shall be responsible for ensuring that the terms of its Purchase Order and any applicable specification are complete and accurate.

2.8 **Interpretation**

In this Contract:

2.8.1 words importing the singular shall include the plural and vice-versa;

2.8.2 words importing any one gender shall not exclude other genders;

2.8.3 references to a **"person"** include any natural person, firm, company, corporation, legal entity, government, state or agency of a state or any association, trust or partnership (whether or not having a separate legal personality) or two (2) or more of the foregoing;

2.8.4 references to Clauses, Paragraphs, Annexures or Schedules are, unless otherwise stated, references to Clauses, Paragraphs, Annexures or Schedules (as the case may be) of or to this Contract;

2.8.5 the headings and index in this Contract are for convenience only and do not affect the construction or interpretation of this Contract;

2.8.6 the word "including" shall not limit the general effect of the words which precede and shall be construed without any limitation;

2.8.7 a reference to any agreement, contract or document shall be construed as a reference to it as varied, supplemented or novated;

2.8.8 any notice, waiver, acceptance or any communication between the Parties required to be given under this Contract shall be deemed to be a notice that is to be given in writing by the respective;

2.8.9 any reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it, in each case, as modified, consolidated or re-enacted;

2.8.10 any reference to **"month"**, **"monthly"**, **"year"** and **"yearly"** and any other references in time shall be construed by reference to the Gregorian calendar;

2.8.11 any reference to **"day"** or **"daily"** shall be construed as a reference to a calendar day;

2.8.12 any reference to "**business hours**" means the hours of 09:00 hrs to 17:00 hrs. on a Working Day in England; and

2.8.13 the rule of construction that, in the event of ambiguity, this Contract shall be interpreted against the Party responsible for the drafting or preparation of this Contract, shall not apply;

2.9 **Order of precedence**

If there is any inconsistency between any of the terms and conditions forming part of this Contract, the order of priority is:

(A) these general terms and conditions, save as explicitly provided for that may be amended pursuant to (B) and (C) below;

(B) the Confirmation of Order;

(C) the Purchase Order;

(D) any specifications; and then

(E) any other document forming part of this Contract.

3. DESCRIPTION

3.1 The quantity and description of the Goods and/or Services shall be as set out in CBNG's quotation or proposal or Confirmation of Order.

3.2 Except for the technical specification referenced in the Confirmation of Order, all samples, drawings, descriptive matter, specifications and advertising issued by CBNG and any descriptions or illustrations contained in CBNG's catalogues or brochures are issued or published for the sole purpose of giving a projected idea of the Goods and/or Services described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY

4.1 CBNG shall keep the Customer informed on any expected date(s) for Delivery of the Goods within a reasonable time of becoming aware of the dates;

4.2 CBNG shall perform the Services in the manner and (if applicable) at the locations described in the Contract.

4.3 Any dates specified by CBNG for Delivery and/or performance of the Services are intended to be an estimate. CBNG shall use its reasonable endeavours to deliver the Goods and/or perform the Services by the dates specified, however, CBNG shall not be liable for any late delivery or performance. Time for delivery and/or performance shall not be of the essence and shall not be made of the essence by notice. If no dates are specified, delivery and/or performance shall be within a reasonable time.

4.4 The Customer shall provide to CBNG any and all assistance that CBNG may reasonably require to enable it to provide the Services, including information, documents, assistance from the Customer's personnel with appropriate knowledge and skills, and access to premises. CBNG shall not be liable for any late performance of the Services or any failure by it to perform the Services where such lateness or failure results from the Customer's breach of this condition.

4.5 If it is necessary for the performance of the Services that CBNG or CBNG's personnel attend at premises owned or occupied by the Customer, CBNG and/or CBNG's personnel shall comply with the reasonable security, confidentiality and health and safety procedures of the Customer which are notified to them.

4.6 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or CBNG is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

4.6.1 risk in the Goods shall pass to the Customer (including for loss or damage caused by CBNG's negligence);

4.6.2 the Goods shall be deemed to have been delivered; and

4.6.3 CBNG may store the Goods until actual Delivery, whereupon the Customer shall be liable for all related costs and expenses (including storage and insurance).

4.7 CBNG may deliver the Goods and perform the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of this Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

4.8 The Customer shall be deemed to have accepted the Goods upon Delivery, save where the Goods are evidently damaged at the time of Delivery and where the Customer notifies CBNG of such fact promptly and, in any event, no later than three (3) days of the scheduled date of Delivery. In such case, CBNG shall (as the Customer's sole remedy) repair or replace the damaged Goods, subject always to CBNG being reasonably satisfied that the damage did not occur after the Delivery date.

5. NON-DELIVERY OF GOODS

5.1 The quantity of any consignment of Goods as recorded by CBNG upon despatch from CBNG shall be definitive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.2 CBNG shall not be liable for any non-delivery of Goods unless the Customer gives written notice to CBNG of the non-delivery within two (2) Working Days of the date when the Goods would in the ordinary course of events have been received.

5.3 Any liability of CBNG for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK AND TITLE

6.1 The Goods are at the risk of the Customer in accordance with the provisions of EXW (at nominated location) unless otherwise specified herein.

6.2 Notwithstanding any other delivery terms requiring the import items into the Territory, the Customer shall provide all reasonable assistance required by CBNG in respect of clearances, import duty and permits. CBNG shall not be responsible for any delays in import clearance however caused.

6.3 Ownership of the Goods (except Software) shall not pass to the Customer until CBNG has received in full (in cleared funds) all sums due to it in respect of the Goods.

6.4 Until ownership of the Goods has passed to the Customer, the Customer shall:

6.4.1 hold the Goods on a fiduciary basis as CBNG's bailee or trustee;

6.4.2 warrants that the Customer or any other party shall not place a Lien on such Goods;

6.4.3 store the Goods (at no cost to CBNG) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as CBNG's property; and

6.4.4 not destroy, deface, or obscure any identifying mark or packaging on or relating to the Goods.

6.5 The Customer may not resell the Goods before ownership has passed to it.

6.6 The Customer's right to possession of the Goods shall terminate immediately if:

6.6.1 An Insolvency Event occurs; or

6.6.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between CBNG and the Customer,.

6.7 CBNG shall remain entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has passed from CBNG.

6.8 The Customer grants CBNG, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

6.9 On termination of the Contract, howsoever caused, CBNG's (but not the Customer's) rights contained in this Clause 6 shall remain in effect.

6.10 Title to Software shall at no time pass to the Customer.

7. PRICE

7.1 Unless otherwise agreed by CBNG, the price for the Goods and/or Services shall be the price set out in CBNG's quotation or proposal, or if no price is so set out, as set out in CBNG's price list current at the date of Delivery or deemed Delivery.

7.2 The price for the Goods and/or Services shall be exclusive of any value added tax.

7.3 CBNG shall be reimbursed for all reasonable travelling, subsistence and other expenses which are incurred by it during the supply of the Services, provided that CBNG provides to the Customer relevant documentation (including receipts) in support of any claim for reimbursement.

8. PAYMENT

8.1 Unless otherwise specified in the Confirmation of Order, CBNG will invoice the Customer for one hundred percent (100%) of the price of Goods on receipt of a Confirmation of Order. Unless otherwise specified in the Contract, CBNG may invoice the Customer for the price of the Services at any time during or after the performance of the Services. Payment is due 20 days after the Goods or Services have been delivered or deemed delivered under Clause 4. Time for any payment to be made by the Customer to CBNG shall be of the essence.

8.2 No payment shall be deemed to have been received until CBNG has received cleared funds into its bank account.

8.3 All payments payable to CBNG under the Contract shall become due immediately on its termination despite any other provision and any deposit paid pursuant to the Contract shall be non-refundable.

8.4 If the Customer fails to pay CBNG any sum due pursuant to the Contract or any Purchase Order, CBNG reserves the right to claim interest at the rate of 1% per month on overdue amounts. CBNG also reserves the right to suspend any further deliveries of the Goods or performance of the Services until all outstanding sums and interest are paid in full by the Customer.

8.5 CBNG reserves the right to request that the Customer implement an alternative method of payment (including a letter of credit), or a form of security for the Customer's payment obligations (including payment before delivery).

8.6 In the case where the Customer has a right to terminate as explicitly detailed in Confirmation of Order, should the Customer cancel a Purchase Order or any part thereof within a period which is less than ninety (90) days prior to the date specified for the Delivery of the Goods and/or performance of Services, CBNG shall be entitled to recover from the Customer costs and expenses incurred by CBNG in relation to the cancelled Purchase Order (or part thereof) and, in this respect, the Customer shall be liable for any outstanding amounts related to the Purchase Order (or affected part of the order). Where a request for compensation is made pursuant to this Clause, the Customer shall make payment within twenty (20) days from the date of the request.

9. INTELLECTUAL PROPERTY

9.1 All Intellectual Property Rights which are created by CBNG during the provision of the Services (including in the Deliverables), shall belong to CBNG or its licensors.

9.2 All Intellectual Property Rights incorporated or utilised in the Goods and any Software shall belong to CBNG or its licensors.

9.3 Software licence agreement

9.3.1 To the extent that any from Third Party Software, the corresponding licence terms and conditions shall apply in respect of such Third Party Software along with the requirements set forth in Clause 9.3.2 below.

9.3.2 The Customer is granted a limited licence to use the Software on the following terms:

(A) The Software and any user manuals are copyright works and a non-exclusive, non-transferable licence is granted to install, use and maintain the Software only in conjunction with the Goods;

(B) The Software is only licensed in the Territory;

(C) Neither the Software nor the user manuals may be copied in whole or in part, except for backup purposes;

(D) The copyright notices and trademarks contained in the Software and in the user manuals must appear on all copies made by the Customer;

(E) Unless otherwise agreed by CBNG, the Customer may not transfer, part with, download, or in other way make available to others the Software and the user manuals delivered to it;

(F) Save to the extent permitted by law or where expressly stated, the Customer shall not have the right to modify the Software or to create derivative works based on the Software; and

(G) The Customer shall not, directly or indirectly, modify, reverse engineer, reverse compile, de-compile, or disassemble the including the Software.

10. QUALITY

10.1 NOTHING IN THESE CONDITIONS SHALL AFFECT YOUR STATUTORY RIGHTS IF YOU ARE A CONSUMER.

10.2 Save as provided for in Clause 10.1 above, CBNG warrants that the Goods and any Deliverables shall materially comply with their formal written specification for a period of eleven (11) months from the scheduled date of Delivery. If CBNG is shown to have breached this warranty, it shall, at its sole discretion, either repair or replace the defective Goods and/or Deliverables with Goods or Deliverables of similar or superior functionality.

10.3 CBNG warrants that it shall perform the Services with reasonable care and skill. If CBNG is shown to have breached this warranty, it shall, at its sole discretion, either re-perform the defective Services, or shall refund to the Customer the price paid by the Customer for such defective Services.

10.4 If the Customer wishes to make a claim under any of the warranties set out in Clauses 10.2 or 10.3, the Customer's sole remedy shall be pursuant to Clause 10.5.

10.5 Return of Merchandise Authorization

10.5.1 Faults covered by the Hardware warranty shall be processed through the RMA Procedures.

10.5.2 The Customer shall pay for transportation costs from the country of use DDP to the CBNG nominated repair facility.

10.5.3 CBNG shall pay for transportation costs for repaired or replacement Goods (that is valid nonconforming Goods returns) to the Purchaser or the Customer's singular nominated in-country centralized warehouse CIP provided that the Customer shall pay these costs plus a reasonable handling charge for invalid or "no defect found" returns:

10.5.4 The Parties shall agree in advance that Goods to be returned for repair or replacement although such agreement shall not mean that such return cannot be found to be invalid or "no defect found".

10.5.5 An RMA number must be obtained by the Customer from CBNG prior to return shipment and displayed on the shipping container as well as on the packing slip or attached to the returned Goods. All returns shall state the specific reason for such return and will be processed in accordance with RMA Procedure.

10.5.6 All items returned under RMA shall be provided with a sixty (60) days hardware warranty to cover any subsequent component or design failures, which shall commence when it is delivered in-country or the balance of what was left of the warranty period of the part, whichever is the longer.

10.6 CBNG shall not be liable for a breach of any of the warranties set out in Clauses 10.2 or 10.3 above if:

10.6.1 the fault arises from accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power, environmental controls, transportation, installer mis-practice, water ingress (other than design fault), lightning strike, accidental or wilful damage, failure to be maintained properly or otherwise in accordance with the specifications, or abuses other than ordinary use;

10.6.2 if the Goods have been modified by the Customer or have been repaired or altered other than within CBNG's repair facility, unless CBNG specifically authorizes such repairs or alterations in each instance; or

10.6.3 where the Customer is late in making any payment due under the Contract.

10.7 TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER CONDITIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, INCLUDING ANY CONDITIONS OR WARRANTIES AS TO QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, FUNCTIONALITY OR OTHERWISE) ARE EXCLUDED.

11. LIMITATION OF LIABILITY

11.1 Save where otherwise provided for in this Contract, the following provisions set out the entire financial liability of CBNG (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

11.1.1 any breach of these conditions;

11.1.2 any use made or resale by the Customer of any of the Goods and/or Deliverables and other results of the Services; and

11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 Nothing in these conditions excludes or limits the liability of CBNG:

11.2.1 for death or personal injury caused by CBNG's negligence; or

11.2.2 under section 2(3) of the Consumer Protection Act 1987, if applicable; or

11.2.3 for any other matter for which it would be illegal for CBNG to exclude or attempt to exclude its liability.

11.3 Subject to Clause 11.2:

11.3.1 CBNG's total liability to the Customer and/ or any third party from any Claim, warranty or indemnity shall not exceed the aggregate amount actually paid by the Customer to CBNG for the specific products delivered within the prior year that gave rise to the lawsuit, claim, warranty or indemnity. Should there be multiple claims related to the same product shall not increase or extend this limit; and

11.3.2 CBNG shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12. ASSIGNMENT

12.1 CBNG may assign the Contract or any part of it to any, Affiliate, person, firm or company. CBNG may also sub-contract its obligations to any Affiliate, person, firm or company, subject to CBNG remaining responsible for such party's performance of the Contract.

12.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of CBNG.

13. WEEE

13.1 The Customer shall adhere to compliance to WEEE Regulations and shall be responsible to exclusively finance the collection and delivery of any waste electrical and electronic equipment to CBNG's approved authorised treatment facility, as required by the WEEE Regulations.

13.2 The Customer agrees to indemnify and keep indemnified and hold harmless CBNG and of its subcontractors from and against all costs and expenses incurred or suffered as a result of a direct or indirect breach or negligent performance or failure in performance by the Customer of its obligations in this Clause.

14. IMPORT AND EXPORT AND ANTI CORRUPTION

14.1 In relation to any Goods, the Customer shall, as soon as possible after the Effective Date, make any and all applications required:

14.1.1 under the Applicable Laws of the country of origin as may be required for the export thereof from such country; and

14.1.2 under the Applicable Laws in the Territory and any other relevant country or jurisdiction for and on behalf of CBNG to request such clearances and permits as may be required for the import of the same into the Territory.

14.2 For the purpose of this Clause 14, CBNG will assist Customer to the extent reasonably required to obtain the relevant clearances and permits.

14.3 CBNG is entitled to rely on the Customer's written confirmation to CBNG that the Customer has obtained such clearances and permits referred to in this Clause 14.

14.4 CBNG shall provide such information as may reasonably be required by Customer to make such applications as are contemplated by this Clause 14.

14.5 The performance by the Customer of its obligations under this Clause 14, including any application fees, shall be at its own cost and expense.

14.6 Obligations to follow United States and United Kingdom laws in regard to Goods

14.6.1 Restriction for third parties and import/export

(A) **Import/Export restrictions:** The Customer shall comply with all Applicable Laws relating to exports, restrictions and regulations of any exporting country or foreign agencies or authorities and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any United Kingdom or foreign law or regulation. The Customer:

(1) shall not re-export goods that are received against an export licence without first obtaining any necessary approval from the appropriate governmental authority authorizing such re-export;

(2) with respective to its obligations under and performance of this Contract, shall at all times comply with all export/import laws (including re-export), sanctions, regulations, orders, and authorizations (including the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR),complying with the United Kingdom's Export Control Joint Unit and the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC)) that are applicable to the export or import of goods, software, technology, or technical data or services (collectively, "Export/Import Laws");

(3) that conducts the export or import shall obtain all export or import authorizations which are required under the Export/Import Laws to execute its obligations under this Contract. Each Party shall reasonably cooperate and exercise reasonable efforts at its' own expense to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under this Contract. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end user and re-transfer certificates.

(4) may be notified by CBNG of the export classification (including, where applicable, the United Kingdom Strategic Export Control Lists, the U.S. Export Control Classification Numbers, or U.S, Munitions List (USML) category and subcategory) of such items or services as well as the export classification of any Hardware or parts thereof if the classification is different from the export classification of the item or service at issue. Each Party agrees to reasonably cooperate with the other in providing, upon request by the other Party, documentation or other information that supports or confirms this representation.

(B) **Restricted parties**. The Customer represents and warrants that it is not prohibited by law from purchasing Goods from CBNG. The Customer hereby represents that neither it nor any Affiliate is included on any of the restricted party lists maintained by the

(1) United Kingdom Foreign and Commonwealth Office prohibited list; and

(2) U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security (BIS), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defence Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union and United Kingdom

(collectively, "Restricted Party Lists").

The Customer shall immediately notify the CBNG if the Customer or any parent, subsidiary or Affiliate becomes listed on any Restricted Party List or if a Party's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.

14.6.2 **Anti-Corruption / Anti-Bribery**. In addition, the Customer shall comply with all applicable country laws relating to anticorruption or anti-bribery, including the (United Kingdom) Anti Bribery Act 2010 and legislation implementing the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or other anti-corruption/anti-bribery convention, the Foreign Corrupt Practices Act as amended (FCPA) (15 US.C.. §§78dd-1, et. seq.), whether the Customer is within the jurisdiction of the United States or the United Kingdom.

15. COMMUNICATIONS

15.1 All information from the CBNG to the Customer and from the Customer (or it's nominee) to the CBNG shall be in writing as email (provided that an acknowledgement is received and not a read receipt) and/or courier and shall be properly referenced.

15.2 Any notice or other communication hereunder shall be affected in the English language. Each document, instrument, certificate or statement delivered or furnished hereunder shall be in the English language or shall be accompanied by a certified translation thereof.

15.3 Address for notices are:

15.3.1 in case of communications to CBNG, to its principal place of business as stated in these Conditions or such changed address as shall be notified to the Customer by CBNG; or

15.3.2 in the case of the communications to the Customer, to the registered office of the Customer or to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to CBNG by the Customer.

15.4 Communications addressed to CBNG shall be marked for the attention of the Chief Executive Officer, with a copy to the Company Secretary.

16. FORCE MAJEURE

16.1 Where CBNG fails to perform one or more of its contractual duties, the consequences set out in Clauses 16.4 to 16.7 of this Clause 16 will follow if and to the extent that Party proves:

16.1.1 that its failure to perform was caused by an impediment beyond its reasonable control; and

16.1.2 that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the Contract; and

16.1.3 that it could not reasonably have avoided or overcome the effects of the impediment.

16.2 Where CBNG fails to perform one or more of its contractual duties because of default by a third party whom it has engaged to perform the whole or part of the contract, the consequences set out in Clauses 16.4 to 16.7 of this Clause will only apply to the contracting party if and to the extent that the contracting party:

16.2.1 establishes the requirements set out in Clause 16.1; and

16.2.2 proves that the same requirements apply to the third party.

16.3 If CBNG invoke this Clause 16, it shall be presumed to have established the Clauses described in Clauses 16.1.1 and 16.1.2 in case of the occurrence of one or more of the following impediments:

16.3.1 war (whether declared or not), armed conflict or the serious threat of same (including hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilisation;

16.3.2 civil war, riot rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

16.3.3 act of terrorism, sabotage or piracy;

16.3.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;

16.3.5 act of God, plague, epidemic, natural disaster such as violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;

16.3.6 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

16.4 If this Clause is invoked by CBNG, subject to Clause 16.6 below, then it is after a 30 day period from invocation, relieved from its duty to perform its obligations under this Contract from the time at which the impediment causes the failure to perform if notice thereof is given without delay or, if notice thereof is not given without delay, from the time at which notice thereof reaches the Customer.

16.5 If this Clause is invoked by CBNG, subject to Clause 16.6 below, then CBNG is relieved from any liability in damages or any other contractual remedy for breach of this Contract from the time indicated in Clause 16.4 above.

16.6 Where the effect of the impediment or event invoked is temporary, the consequences set out under Clauses 16.4 and 16.5 shall apply only insofar, to the extent that and as long as the impediment or the listed event invoked impedes performance of CBNG's contractual duties. Where this Clause 16.6 applies, CBNG is under an obligation to notify the other party as soon as the impediment or listed event ceases to impede performance of its contractual duties.

16.7 Where the duration of the impediment invoked under Clause 16.1 and or of the listed event invoked under Clause 16.3 has the effect of substantially depriving CBNG of what they were reasonably entitled to expect under this Contract, then CBNG has the right to terminate the Contract by notification within a reasonable period to the Customer.

17. EFFECTIVE DATE, TERM AND TERMINATION

17.1 This Contract shall commence on the Effective Date and shall continue in full force and effect for the Term unless terminated by CBNG pursuant to this Clause 17

17.2 CBNG may terminate any Contract without liability to the Customer if:

17.2.1 the Customer commits a material breach of the Contract and (in the case of a breach capable of remedy) fails to remedy the breach within seven (7) days of being asked to do so by written notice from CBNG (such notice to specify the breach and to state CBNG's intention to terminate if the breach is not remedied); and/or

17.2.2 any of the events described in Clause Insolvency Event or CBNG reasonably believes that they are likely to occur; and/or

17.2.3 in the event on of the Customer is involved in any litigation that exposes CBNG to material liabilities.

17.3 In the event of termination of any Contract by CBNG under Clause 17.2 above, the Customer's rights and licences under that Contract shall cease.

18. GOVERNING LAW, DISPUTES AND ARBITRATION

18.1 **Governing Law**: The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the Parties submit to the non-exclusive jurisdiction of the English courts for the resolution of any dispute arising out of or connected with the Contract and which cannot be resolved by negotiation between the Parties

18.2 **Dispute Resolution and Arbitration**

18.2.1 Negotiations

CBNG and the Customer agree to settle amicably all disagreements and differences of opinion on any matters that may arise in relation to this Contract ("Dispute") by discussions and negotiations, and that prior to resorting to expert determination or arbitration to resolve such Dispute, the Parties shall refer the dispute in writing for settlement to CBNG's Chief Executive Officer and the Customer's 'Account Director'. The Parties shall ensure that their respective representatives shall, for a period of seven (7) Business Days from the date of the written reference, use reasonable endeavours to reach a resolution of the Dispute.

18.2.2 Arbitration

(A) If the Parties are not able to settle the Dispute, pursuant to Clause 18.2.1, any Dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination may, at CBNG's sole discretion, be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause.

(B) The number of arbitrators shall be three.

(C) The seat, or legal place, of arbitration shall be in London, England.

(D) The language to be used in the arbitral proceedings shall be English.

(E) The award rendered by the Arbitration shall be final and binding upon both Parties and to that end, this Clause 18.2 shall constitute an arbitration agreement between the Parties.

(F) The arbitrators shall be bound by the governing law and shall have to substantiate their decision and award accordingly.

19. FURTHER PROVISIONS

19.1 **Deduction**. All payments made by the Customer under this Contract are due without any deductions including any set-off, counterclaim, discount, abatement, withholding tax, duties and any bank fees.

19.2 **Data protection**. The Parties acknowledge and agree to comply with any Applicable Laws and the United Kingdom Data Protection Act (2018) in regard to data protection related to any information exchanged between the Parties. To the extent permittable under law, the Customer explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of its personal data for the purpose of implementing, administering and managing this Contract. The Customer understands that CBNG and its subsidiaries and subcontractors hold certain personal information about the Customer including address and contact details.

19.3 **Independent contractor and no agency**. None of the provisions of this Contract shall be interpreted or construed as creating or establishing a relationship of employment, agency, commission, joint venture, or franchisee between Customer and CBNG or between CBNG and any employee, subcontractor, or agent of Customer. The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other.

19.4 **Counterparts**. This Contract may be executed in multiple counterparts, each of which so executed shall be considered an original and all of which taken together constitute only one agreement. Once signed, any accurate reproduction of this Contract made by reliable means (for example, electronic image, photocopy, or facsimile) shall be considered an original.

19.5 **Electronic signatures**. If the Parties conclude this Contract by electronic signature, then each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record.

19.6 **Third Party Rights**. The Parties agree that that a person who is not a party has no right to enforce any term of this letter under the Contracts (Rights of Third Parties) Act 1999;

19.7 **Severability**. If any term or provision of this Contract shall in whole or in part be held to be illegal or unenforceable under any enactment or rule of law or provision or part thereof shall:

19.7.1 to the extent be deemed not to form part of this Contract, the invalid and/or unenforceable provisions hereof and are declared to be severable;

19.7.2 such invalidity shall not affect the validity of all other terms in this Contract which can be given effect without the invalid provision or application; and

19.7.3 this Contract shall be construed and both Parties shall amend this Contract, so as to give effect as nearly as possible to the intent of the invalid Clause or application;

19.8 **Waiver**. CBNG shall not be deemed to have waived any rights arising under this Contract unless such waiver is recorded. Non-enforcement by CBNG of any of the provisions of this Contract shall not operate as or constitute a waiver of the provisions itself of any breach thereof. Any waiver of any breach of any provision shall not be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

CBNG TERMS AND CONDITIONS FOR PROCUREMENT

These terms and conditions ("**Agreement**") constitute the complete and exclusive contract between CBNG and the Supplier for the procurement by CBNG of Goods and/or Services.

1. GENERAL

1.1 This contract between the Parties shall be solely based on this Agreement to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any Supplier's Quote, confirmation of order, specification or other document). No terms or conditions endorsed on, delivered with or contained in the Supplier's Quote, offer, confirmation of order, specification or other document shall form part of the Agreement simply as a result of such document being referred to in this Agreement.

1.2 This Agreement applies to all CBNG's purchase of Goods and/or Services and any purported variation to these conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed and signed by an authorised representative of CBNG.

1.3 Any purchase made by CBNG based on this Agreement only becomes effective when CBNG issues a Purchase Order to the Supplier.

1.4 Upon the Supplier's receipt of a CBNG Purchase Order or (if earlier) the Supplier delivers (i) Goods to CBNG or (ii) begins to perform Services for CBNG; the date of which in regard to the Goods or Service (as the case may be) being when this Agreement comes into effect (**Effective Date**).

1.5 **Interpretation**

In this Agreement:

1.5.1 unless the context otherwise requires, CBNG and Supplier shall be jointly referred to as the Parties and, individually, as the Party;

1.5.2 words importing the singular shall include the plural and vice versa;

1.5.3 words importing any one gender shall not exclude other genders;

1.5.4 references to a **Person** include any natural person, firm, company, corporation, legal entity, government, state or agency of a state or any association, trust or partnership (whether or not having a separate legal personality) or two (2) or more of the foregoing;

1.5.5 references to Clauses, Paragraphs, Annexures or Schedules are, unless otherwise stated, references to Clauses, Paragraphs, Annexures or Schedules (as the case may be) of or to this Agreement;

1.5.6 the headings and index in this Agreement are for convenience only and do not affect the construction or interpretation of this Agreement;

1.5.7 the word 'including' shall not limit the general effect of the words which precede and shall be construed without any limitation;

1.5.8 a reference to any agreement, contract or document shall be construed as a reference to it as varied, supplemented or novated;

1.5.9 any notice, waiver, acceptance or any communication between the Parties required to be given under this Agreement shall be deemed to be a notice that is to be given in writing by the respective Party;

1.5.10 any reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it, in each case, as modified, consolidated or re-enacted;

1.5.11 any reference to **month**, **monthly**, **year** and **yearly** and any other references in time shall be construed by reference to the Gregorian calendar;

1.5.12 any reference to **day** or **daily** shall be construed as a reference to a calendar day. Any reference to a **Business Day** shall be construed as a reference to a workday (excluding weekends) that is not a public holiday in England;

1.5.13 any reference to **business hours** means the hours of 09:00 hrs to 17:00 hrs. on a Business Day in England; and

1.5.14 the rule of construction that, in the event of ambiguity, this Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply;

1.6 Order of Precedence

If there is any inconsistency between any of the terms and conditions forming part of this Agreement, the order of priority is:

(A) these general terms and conditions; then

(B) the Purchase Order (except for specific terms as may be explicitly modified pursuant to these general terms and conditions; then

(C) any Statements of Work executed by the Parties, subject to the express variations from the terms of this Agreement as referenced to the Clauses herein and that are listed in a Statement of Work; and then

(D) any other document forming part of this Agreement.

2. DESCRIPTION

2.1 Provision of the Goods and the Services

2.2 The Supplier shall, from the Effective Date, deliver the Goods (and each part thereof) and/or provide the Services:

2.2.1 in accordance with the Statement of Works;

2.2.2 in accordance with the Milestones for each Deliverable;

2.2.3 in accordance with Best Industry Practice;

2.2.4 in accordance with all Applicable Laws; and

2.2.5 in accordance with the terms and conditions of this Agreement.

3. PRICE AND PAYMENT

3.1 Price

3.1.1 The prices for the Goods and/or Services shall be the prices set out in the Supplier's quotation or proposal as ratified by CBNG issuing an order ("**Purchase Order**") to the Supplier. The total amount being the ("**Price**").

3.1.2 The price for the Goods and/or Services shall be exclusive of any Sales Tax.

3.2 Payment

3.2.1 Unless otherwise specified in the Purchase Order, the Supplier shall invoice CBNG upon:

(A) if stated in the Statement of Works or Purchase Order, the portion of the Price related to each Deliverable on the Acceptance of said Deliverable; and;

(B) if not stated in the Statement of Works, 100% of the Price on the final Acceptance of the Goods and/ or Service;

3.2.2 CBNG shall issue the payment to the Supplier within forty-five (45) days (unless otherwise explicitly detailed in a Purchaser Order) for the date of receipt of a valid invoice and via bank transfer (unless otherwise mutually agreed by the Parties).

4. DELIVERY, INSPECTION AND ACCEPTANCE

4.1 Delivery

4.1.1 The Supplier shall be solely responsible for shipping, transport, insurance and delivery of all Goods and/or Services DDP, unless otherwise stipulated on a Purchase Order ("**Delivery"**) to a location as notified by CBNG.

4.1.2 The Supplier shall ensure that each Delivery of the Goods shall be accompanied by a copy of:

(A) the successful Factory Acceptance Certificate for the item(s) of Goods (where applicable);

(B) the packing list detailing each item of Hardware that is to be delivered;

(C) the certificate of origin of the Goods; and

(D) the export licence for the Goods, where relevant, pursuant to Clause 7.

4.1.3 The Supplier shall ensure that the information to be provided under Clause 4.1.2:

(A) shall be sent to CBNG upon request for any Goods that has been imported to the Territory; and

(B) in any event, included in the documentation related to the Acceptance of such Goods.

4.2 Packing of Hardware

4.2.1 The Supplier shall ensure that all items of Hardware shall be adequately packed and secured in such a manner as to withstand rough handling during transportation and to reach their destination in good and as new condition.

4.2.2 At all times, the Supplier shall ensure that all items of Hardware shall be protected from any Environmental Conditions it is subject to.

4.2.3 Any item of Hardware that is found to be damaged due to inadequate or improper packing, or any other cause, shall be urgently and promptly replaced by the Supplier at solely the Supplier's cost and expense according to the following requirements:

(A) such replacement shall be carried out by the Supplier promptly upon (i) either becoming aware of such damage or (ii) upon notification by CBNG and prior to any insurance claims being completed; and

(B) Delivery of such replacement shall be effected by the Supplier promptly and in any event within seven (7) days upon notification by CBNG or within such shorter period as Supplier may reasonably be able to meet.

4.3 Inspection of Goods

4.3.1 The Supplier shall ensure that every package or container containing the Hardware is marked (or as otherwise instructed by CBNG) to enable simple and straightforward identification.

4.3.2 Notwithstanding Clause 8, the Supplier agrees that CBNG shall be entitled to inspect and reject any Goods which is defective or does not comply with this Clause.

4.3.3 CBNG shall not be required to pay for (and shall be reimbursed for) any rejected Goods under Clause 4.3.2.

4.3.4 The Supplier shall bear all costs and expenses of resuming possession and the removal of the rejected Goods.

4.4 Acceptance

4.4.1 In respect of each Deliverable, the Parties shall mutually agree on tests to be performed for acceptance ("**Acceptance**").

4.4.2 The details of any Acceptances and associated test **("Acceptance Tests")** shall either be specified in each Statement of Work or otherwise mutually agreed by the Parties prior to the timescale or Milestone in respect of each Deliverable.

4.4.3 Notwithstanding the foregoing, in the case that the Parties do not mutually agree Acceptance Tests (after the issue of a Purchase Order), CBNG has the option, at its sole discretion, to determine such Acceptance Tests.

4.4.4 The Supplier shall notify CBNG as to when the Supplier anticipates that any Deliverable will be ready to perform the relevant Acceptance Tests and the proposed date for commencement of those Acceptance Tests.

4.4.5 Unless otherwise expressly provided for in any Statement of Work, all Acceptance Tests shall be performed by the Supplier with the right by CBNG to witness such Acceptance Tests, by the Supplier giving CBNG one-week advance notice to witness such tests.

4.4.6 Upon successful completion of an Acceptance Tests,

(A) the Supplier shall duly sign and issue a dated certificate ("**Acceptance Certificates**") along with results of the Acceptance Tests to CBNG warranting that the Acceptance Tests have been satisfactory completed and the Deliverable have met the requirements of the Statement of Work (or that stated on the Change Order or Purchase Order, as the case may be); and

(B) CBNG shall countersign the corresponding Acceptance Certificate within 5 Business days of issue.

4.4.7 If the Acceptance Tests are not completed satisfactorily, then:

(A) CBNG shall not counter sign or issue an Acceptance Certificate and shall, if performing the Acceptance Tests, duly notify the Supplier in writing within 5 Business days of such failure, making reference to any of the Acceptance Tests that the Deliverables has failed to complete satisfactorily;

(B) the Supplier shall promptly provide CBNG with a detailed recovery plans for the resolution of such failures and the Supplier shall promptly rectify the Deliverable at the Supplier's expense; and

(C) following rectification as required in Clause (B), repeat Acceptance Tests shall be carried out of all those Acceptance Tests that were not completed satisfactorily and those affected by such unsatisfactory completion. The provisions of this Clause 4.4 and Clause 4.4.7 above shall apply in respect of such repeat Acceptance Tests.

4.4.8 The Supplier shall be responsible for provision and correct calibration of all its test equipment and test software / scripts and, if instructed by CBNG, promptly validate to CBNG that they have complied with this.

5. RIGHT TO AUDIT AND INSPECT

5.1 CBNG may inspect the performance of the Supplier's obligations under this Agreement in accordance with this Clause 5.

5.2 For purposes of Clause 5.1, CBNG may request Supplier to provide it with access to any Supplier's premises.

5.3 The Supplier shall provide CBNG, or its nominated advisors including any Auditor, with access to any Supplier's premises within three (3) Business Day from receipt of a request under Clause 5.2 (except in emergency circumstances whereby the Supplier shall forthwith provide such access upon receipt of such request from CBNG), all reasonable facilities at such Supplier's premises and all assistance, as CBNG or its nominated advisors may reasonably require.

5.4 CBNG may inspect and the Auditors may audit and inspect any premises, books, systems, reports, practices, data, records and documents in the possession, custody or control of the Supplier and/or its subcontractors relating to the performance of the Supplier's obligations under this Agreement.

5.5 At CBNG's request, the Supplier shall make all changes and take any other actions, which are necessary to implement the outcome of any audit or inspection.

5.6 Any inspection or audit under this Clause 5 shall not in any way relieve the Supplier from its obligations under this Agreement.

5.7 Each Party shall bear its own costs and expenses relating to any audit or inspection save for where the result of the audit is such that the Supplier is found not to have performed its obligations under this Agreement, in which case CBNG's reasonable audit costs and expenses shall be paid by the Supplier on demand.

6. SUBCONTRACTING

6.1 Except where otherwise expressly provided for by this Agreement, the Supplier shall not subcontract its obligations under this Agreement without the prior written consent of CBNG.

6.2 CBNG reserves the right to investigate the qualifications of any proposed subcontractor before giving consent under Clause 6.1 and the Supplier shall promptly provide any such information as CBNG may request in relation to the same.

6.3 The Supplier shall ensure that the terms of any agreements with subcontractors are in writing and:

6.3.1 provide that in case of termination of this Agreement, the Supplier shall be able to discharge its obligations, if required by CBNG;

6.3.2 the provisions of each such agreement shall include an undertaking by the relevant subcontractor to novate and/or assign such agreement (or otherwise fully transfer the benefit and burden of such contract) to CBNG or CBNG's nominee, if requested by CBNG;

6.3.3 the provisions of such agreements shall not contain any terms which would have the effect of depriving CBNG of all or a substantial part of the benefit of any such novated or assigned contract and further, shall not contain any terms imposing on CBNG obligations which are more onerous than those imposed on the Supplier; and

6.3.4 shall include an undertaking by the relevant subcontractor not to seek recourse (whether legal, financial or otherwise) from CBNG in respect of Claims arising out of or in connection with this Agreement including its termination.

6.4 The performance of this Agreement (or any part thereof) by a subcontractor shall be deemed to be the personal responsibility of the Supplier and any consent provided by CBNG in accordance with this Clause 6.1 of any engagement of any subcontractor by the Supplier shall not relieve the Supplier of any of its liabilities and obligations under this Agreement.

6.5 The Supplier shall be solely responsible for the performance and the acts, defaults, neglects and omissions of its subcontractors and their agents, employees and servants (whether or not approved by CBNG) as fully as if they were the acts defaults, neglects or omissions of the Supplier, its agents, employees or servants.

6.6 CBNG may request the removal of any subcontractor, in which case the Supplier shall remove the relevant subcontractor as soon as possible and, in any event, no later than within ten (10) Business Days of CBNG's request.

7. IMPORT AND EXPORT AND ANTI CORRUPTION

7.1 In relation to any Goods sourced from outside of the Territory, unless otherwise not the Suppliers responsibility under the Delivery terms for import/export controls, the Supplier shall, as soon as possible after the Effective Date, make all applications required:

7.1.1 under the Applicable Laws of the country of origin as may be required for the export thereof from such country; and

7.1.2 under the Applicable Laws in the Territory and any other relevant country or jurisdiction for and on behalf of CBNG to request such clearances and permits as may be required for the import of the same into the Territory.

7.2 For the purpose of this Clause 7:

7.2.1 CBNG will assist Supplier to the extent reasonably required to obtain the relevant clearances and permits;

7.2.2 in the case the Suppliers responsibility under the Delivery terms do not include import/export controls, the Supplier shall provide all reasonable assistance to CBNG in a timely manner to support the foregoing;

7.2.3 CBNG is entitled to rely on the Supplier's written confirmation to CBNG that the Supplier has obtained any such clearances and permits; and

7.2.4 CBNG shall provide such information as may reasonably be required by Supplier to make such contemplated applications.

7.3 The performance by the Supplier of its obligations under this Clause 7, including any application fees, shall be at its own cost and expense.

7.4 Obligations to follow United States and United Kingdom laws in regard to Goods

7.4.1 Restriction for third parties and import/export

(A) **Import/Export restrictions**: The Parties shall comply with all Applicable Laws relating to exports, restrictions and regulations of any exporting country or foreign agencies or authorities and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any United Kingdom or foreign law or regulation. Each Party:

(1) shall not re-export goods that are received against an export licence without first obtaining any necessary approval from the appropriate governmental authority authorizing such re-export;

(2) with respective to its obligations under and performance of this Agreement, shall at all times comply with all export/import laws (including re-export), sanctions, regulations, orders, and authorizations (including the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR),complying with the United Kingdom's Export Control Joint Unit and the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC)) that are applicable to the export or import of goods, software, technology, or technical data or services (collectively, "Export/Import Laws");

(3) that conducts the export or import shall obtain all export or import authorizations which are required under the Export/Import Laws for such Party to execute its obligations under this Agreement. Each Party shall reasonably cooperate and exercise reasonable efforts at its' own expense to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under this Agreement. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end user and re-transfer certificates.

(4) that is providing items or services under this Agreement shall, upon request by the other Party, notify the other Party of the export classification (including, where applicable, the United Kingdom Strategic Export Control Lists, the U.S. Export Control Classification Numbers, or U.S, Munitions List (USML) category and subcategory) of such items or services as well as the export classification of any Hardware or parts thereof if the classification is different from the export classification of the Item or service at issue. The Parties acknowledge that this representation means that an official capable of binding the Party providing such items or services knows or has otherwise determined the proper export classification. Each Party agrees to reasonably cooperate with the other in providing, upon request by the other Party, documentation or other information that supports or confirms this representation.

(B) **Restricted parties**. The Supplier represents and warrants that it is not prohibited by law from purchasing Goods from CBNG. Each Party hereby represents that neither it nor any Affiliate is included on any of the restricted party lists maintained by the

(1) United Kingdom Foreign and Commonwealth Office prohibited list; and

(2) U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security (BIS), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defence Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union and United Kingdom

(collectively, "**Restricted Party Lists**").

Each Party shall immediately notify the other Party if the Party, or any parent, subsidiary or Affiliate becomes listed on any Restricted Party List or if a Party's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.

7.4.2 **Anti-Corruption / Anti-Bribery**. In addition, the Parties shall comply with all applicable country laws relating to anticorruption or anti-bribery, including the (United Kingdom) Anti Bribery Act 2010 and legislation implementing the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or other anti-corruption/anti-bribery convention, the Foreign Corrupt Practices Act as amended (FCPA) (15 US.C.. §§78dd-1, et. seq.), whether either Party is within the jurisdiction of the United States or the United Kingdom.

8. TITLE AND RIGHT TO USE THE WORKS

8.1 CBNG shall be entitled to utilise each and any portion of the Goods and/or Service (or any part thereof) from such point in time as they become, in CBNG's reasonable opinion, capable of use by CBNG.

8.2 The ownership ("**Title**") to each item of Goods and/or Deliverables (other than the Software), whether sourced from inside or outside the Territory, shall pass and title shall vest in and become the absolute unencumbered property of CBNG upon Delivery by the Supplier.

8.3 The transfer of title and rights in the Goods and/or Deliverable (other than the Software) to CBNG shall not prejudice CBNG's right to reject any of the Goods a or in the event that any Goods is/are found not to comply with this Agreement.

8.4 For the purposes of Clause 8.2, the Supplier shall Deliver good title to all of the Goods and/or Deliverable (other than the Software) free from any Liens and that CBNG shall enjoy quiet possession of the Goods (other than the Software).

8.5 Subject to Clause 14, the provisions of this Clause 8 shall not be deemed to transfer to CBNG any ownership in the Software.

9. VARIATION AND CHANGE ORDER

9.1 At any time during the Term, each Party may request an adjustment to the quantities of Goods and/or Services (or parts thereof) to be supplied, or otherwise vary the Statement of Work, Milestone or place of Delivery ("**Variation**") by giving a written notice to the other Party.

9.2 If the Variation is issued by CBNG, subject to Clause 9.3, upon receiving the Variation notice, the Supplier shall respond as soon as practicable, (but in any event no later than five (5) Business Days from receipt of the Variation notice) by submitting a proposal setting out:

9.2.1 a description of the proposed work to be performed and a programme for its execution;

9.2.2 a proposal of how the Statement of Work (if applicable) may change in accordance with this Variation;

9.2.3 any necessary modification to the timescales of a Milestone; and

9.2.4 any necessary adjustment to the Price(s).

9.3 If the Supplier reasonably believes that the Variation would have a material adverse effect due to one of the following reasons:

9.3.1 the Supplier cannot obtain the relevant Goods of Software as required by the Variation;

9.3.2 such Variation will reduce the safety or suitability of the works; or

9.3.3 any other good reason not covered by the above

then the Supplier shall promptly give notice (no later than five (5) Business Days from the date of the Variation notice) to CBNG as to the anticipated material adverse effect along with supporting documentary evidence, a proposal for the modification of the Variation in order to overcome the material adverse effect to achieve the intended results of the Variation.

9.4 The Supplier shall upon CBNG's reasonable request provide information supporting any human resources, tools, equipment or any other additional resources and costs necessary to comply with the required Variation.

9.5 The Supplier shall use its reasonable endeavours to reallocate the existing human and other resources internally such that it can comply with the Variation notice at no additional cost to CBNG.

9.6 If CBNG does not receive the Supplier's response within five (5) Business Days, the Variation shall be deemed to have been accepted by the Supplier as a Change Order without any delay to any Milestone or adjustment of any Price.

9.7 If the Supplier issues a Variation:

9.7.1 As a part of the Variation notice, the Supplier shall submit in writing, with substantive details, a quotation in respect of the proposed the Variation specifying the reasonable changes (if any) which will be required to any Statement of Work, Milestone, Price or any other part of this Agreement and that shall reflect the unit prices, discount scheme and any free of charge items that were a part of the original Supplier's Quote; and

9.7.2 within ten (10) Business Days of such quotation under Clause 9.7.1, CBNG may elect by notice to the Supplier may accept the proposed Variation pursuant to Clause 9.9 below.

9.8 The Supplier shall not delay any other works whilst awaiting CBNG's response and shall only be bound by the Variation upon receipt of the Change Order.

9.9 After receiving the Supplier's proposal in Clause 9.2 or Clause 9.7.2 above , CBNG shall either:

9.9.1 accept Supplier's proposal, by amending the pertinent Purchase Order and/ or this Agreement ("**Change Order**") to the Supplier confirming the Variation, including any associated Price difference; or

9.9.2 rejects the Supplier's proposal it may modify the requested Variation and either CBNG will issue a further Variation notice, complying with the procedures under this Clause 9 or this Agreement shall continue in force unchanged.

9.10 Each Party shall bear its own costs in issuing or responding to any Variation.

10. WARRANTIES AND REPRESENTATIONS

10.1 The Supplier hereby represents, warrants and undertakes to CBNG that:

10.1.1 as at the Effective Date, it is not aware of anything which might or shall adversely affect its financial condition, business, assets or operations or its ability to perform its obligations under this Agreement;

10.1.2 this Agreement shall constitute valid and binding obligations on the Supplier;

10.1.3 CBNG's receipt and/or use of any of the Goods and/or Services shall not breach any Third Party's Intellectual Property Rights;

10.1.4 CBNG's receipt of and/or use of the Goods and/or Services shall at no time result in CBNG breaching any Applicable Laws;

10.1.5 the Services shall at all times during the Term be performed in accordance with Best Industry Practice;

10.1.6 all information supplied by the Supplier to CBNG shall be true and accurate and CBNG shall be able to rely on it without further verification;

10.1.7 the Goods and / or Services (and each part thereof) shall be of satisfactory quality and will be free from defects in workmanship, materials, design and Inherent Defects notwithstanding the Supplier's obligations in Clause 10.2 below;

10.1.8 all Goods supplied to CBNG shall be new and fit for its intended purpose;
10.1.9 the title in the Goods and/or Deliverables transferred to CBNG under this Agreement shall be free of any Liens;
10.1.10 any Software shall at all times fully conform with the Statement of Works;
10.1.11 as at the date of installation and on an ongoing and continuing basis thereafter, the Software will be free of all Viruses;
10.1.12 it is the owner or legal licensee of the Intellectual Property Rights and all other rights in and to the Goods (including Software);
10.1.13 the Goods (and each part thereof) will function, perform and comply with the Statement of Works;
10.1.14 it shall obtain and maintain in force and shall at all times comply with all necessary Consents, at no cost or expense to CBNG, as required under this Agreement;
10.1.15 the Services shall, at all times, be rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence, and at all times in accordance with Best Industry Practice; and
10.1.16 during the Warranty Period the relevant Goods and/or Services (and each part thereof):
(A) are in all respects of satisfactory quality and fit for the purpose for which it is provided under this Agreement;
(B) comply with the Statement of Works; and
(C) are free from Defects.

10.2 Warranty Period

10.2.1 During the Warranty Period, each Party shall on an ongoing and continuous basis promptly notify the other of each Defect it becomes aware of.
10.2.2 If the relevant Goods and/or Services (or any part thereof) have a Defect during the Warranty Period, the Supplier shall, without charge to CBNG, replace the item with a Defect with a non-defective item within a turnaround time as reasonably specified by CBNG or re-perform the relevant Service within a reasonable time frame indicated by CBNG.
10.2.3 If, for whatever reason, the Supplier fails to remedy any Defect in the relevant Goods and/or Services (and each part thereof) or to re-perform the relevant Service in the manner set out in Clause 10.2.2, then:
(A) CBNG may at the Supplier's risk rectify and/or repair or cause to be rectified and/or repaired the relevant Defect or re-perform or cause to be re-performed the relevant Services;
(B) the cost and expense of rectifying and/or repairing the Defect or re-performing the relevant Services shall be paid by the Supplier to CBNG within five (5) Business Days of CBNG providing an invoice detailing such costs and expenses to the Supplier or will otherwise constitute a deduction to any payment due; and
(C) CBNG shall return any Hardware subject to a Defect, EXW at CBNG nominated place and the Supplier shall, form the date of being aware of the Defect promptly Deliver any replacement Hardware.
10.2.4 For the purposes of this Agreement, the **Warranty Period** means:
(A) in relation to all Goods and Services delivered by the Supplier, a period ending twelve (12) months period after the final date of Delivery or, if subject to an Acceptance, the final Acceptance in respect of all Goods and/or Services in any Purchase Order to which such items relate; and
(B) in relation to any new, corrected or replaced items, components, a period ending on the original Warranty Period or six months from delivery, whichever is the longer.

10.3 Manufacturer's warranties

Without prejudice to the Supplier's obligations under this Clause 10.3, the Supplier shall pass on to CBNG each and every manufacturer's warranty, if any, attached to each item of Goods and/or Services (and each part thereof).

11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement shall exclude or limit liability in relation to:
11.1.1 death or personal injury caused by negligence or wilful or reckless misconduct;
11.1.2 any fraud or fraudulent misrepresentation; and
11.1.3 any claim by CBNG under an indemnity pursuant to Clause 13 (Indemnities);
11.2 Except in relation to Clause 11.1, the Supplier's total liability arising out of or in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) shall be limited to one hundred per cent (100%) of the Minimum Liability.
11.3 Except in relation to Clauses 11.1.1 and 11.1.2, CBNG's total liability arising out of or in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) shall be limited to hundred per cent (100%) of the Minimum Liability.
11.4 Except in respect of Clause 11.1, neither Party shall be liable to the other Party for any indirect, consequential or incidental damages or losses.

12. EFFECTIVE DATE, TERM AND TERMINATION

12.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiry of the Warranty Period for Goods and or Services or unless otherwise terminated pursuant to this Clause 12 ("**Term**").

12.2 Termination

12.2.1 Without prejudice to any other rights and/or remedies CBNG may have under this Agreement, Applicable Laws or otherwise, either Party may give notice to the other terminating this Agreement with immediate effect (such termination to be deemed effective upon deemed receipt of such notice) if:
(A) an order is made or a resolution is passed for the winding-up of the other Party or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other Party; or
(B) an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party or documents are filed with a court or tribunal of competent jurisdiction for the appointment of an administrator of the other Party or notice of intention to appoint an administrator is given by the other Party or its legal representative; or
(C) a receiver is appointed of any of the other Party's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party or if any other Person takes possession of or sells the other Party's assets; or
(D) the other Party makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
(E) the other Party ceases to trade; or
(F) they are exercising a right under Clause 19.
12.2.2 Notwithstanding any other provision of this Agreement, CBNG may give notice to the Supplier to terminate this Agreement with immediate effect (such termination to be effective upon deemed receipt of such notice):
(A) if the Supplier has committed a material breach (including a series of minor breaches which together are considered material) of any of the terms of this Agreement and (if such a breach is remediable) the breach is not remedied within twenty (20) days of the Supplier being notified in writing of such breach; or
(B) if any Milestone is delayed by more than 30 days; or
(C) notwithstanding Clause (A), if the Supplier has breached any obligation deemed to be a material obligation under this Agreement. or
(D) if the Supplier, or any of its Affiliates, suffers any event analogous to the events set out in Clauses 12.2.1(A) to 12.2.1(E) (inclusive) in any jurisdiction; or
(E) if the Supplier fails to obtain and/or maintain a material Consent; or
(F) in CBNG's reasonable opinion, the Supplier may not be able to supply the Goods and/or Services (or any part thereof) due to financial or technical difficulties or any other reason whatsoever;
12.2.3 CBNG may terminate this Agreement for convenience in whole or in part for any reason by giving three (3) months' notice to the Supplier. Upon receipt of a termination notice the Supplier shall minimise all costs associated with such termination and Clause 12.3.1(D) shall be deemed to apply.
12.2.4 In the event that CBNG has a right to terminate this Agreement pursuant to Clause 12.2.2(B), CBNG may in its absolute discretion cancel any part of the Goods and/or Services so delayed by giving notice to the Supplier and the provisions of Clause 12.3 shall apply to such cancelled Goods and/or Services. For the avoidance of doubt, in such circumstances, this Agreement will not terminate unless CBNG gives notice to the Supplier to this effect.
12.2.5 Subject to Clause 12.2.6 which sets out the Supplier's right of termination if CBNG fails to pay any amount, the Supplier may give one (1) month notice to CBNG to terminate this Agreement if CBNG has committed a material breach of any of the terms of this Agreement and (if such a breach is remediable) the breach is not remedied within thirty (30) days of CBNG being notified in writing of such breach.
12.2.6 Provided that written notice has been given by the Supplier to CBNG at least three (3) months before the Supplier intends to exercise its right under this Clause 12.2.6 (such notice to expressly state the Supplier's intention to terminate this Agreement at the end of the three (3) month notice period), the Supplier may terminate this Agreement if CBNG fails to pay an amount, which is:
(A) due and payable;
(B) not subject to good faith dispute;

(C) no less than the equivalent of one thousand US Dollars; and

(D) overdue for a period of not less than one (1) month.

12.3 Consequences of Termination

12.3.1 In the event that this Agreement is terminated or a portion of Goods and/or Services is cancelled (pursuant to Clause 12.2.4):

(A) CBNG shall pay to the Supplier any amount due and payable in respect of those Goods and/or Services that have been properly executed or delivered in accordance with this Agreement subject to CBNG's use of such Goods and/or Services not being materially diminished due to the non-provision of the future contemplated Goods and/ or Services;

(B) CBNG shall be entitled to an immediate refund of the balance of any down payment made of any items payable under Clause (A) for any cancelled items;

(C) the Supplier shall be under a continuing obligation to co-operate with CBNG in transitioning the Goods and/or Services that have been Accepted or may at CBNG's election, been partially performed as of the effective date of termination to CBNG or a Third Party nominated by CBNG;

(D) the Supplier shall, subject to Clause (C) above and at the direction of CBNG, immediately stop the Goods and/or Services, notify any subcontractors to stop work and deliver to CBNG the incomplete Software, Hardware, components, work-in-progress and other materials; and

(E) the Supplier shall promptly return to CBNG and permanently delete from all computer and/or electronic media all Confidential Information (including all copies thereof) belonging to CBNG together with a certificate signed by the Supplier confirming that the Supplier has not retained any Confidential Information belonging to CBNG.

12.3.2 Any rights of the Parties that arose or accrued prior to termination of this Agreement shall survive and continue in full force and effect, in addition to the provisions of this Agreement that are expressed or by their sense and context as intended to survive including Clauses 1.5, 1.6, 10.2, 11, 12.3, 13, 14, to 15 (other than 15.1.2), 17, 20, 21, 19, 22, 23 and 24, but all other rights and obligations of the Parties shall cease immediately.

12.3.3 The Parties acknowledge and agree that each of their rights and remedies under this Clause 12 shall be without prejudice to any other rights and/or remedies the Parties may have under this Agreement, Applicable Law or otherwise.

13. INDEMNITIES

13.1 The Supplier shall fully indemnify and hold CBNG harmless against and from any and all Claims and/or Losses incurred or arising out of or in connection with:

13.1.1 bodily injury, sickness, disease or death of any Person whatsoever resulting from the provision of the Goods and/or Services (and any part thereof);

13.1.2 any property, real or personal, to the extent that such Claim and/or Loss directly results from:

(A) the performance or non-performance by the Supplier of its obligations under this Agreement; or

(B) any negligence, wilful act or breach of this Agreement by the Supplier, subcontractor and/or any Supplier Personnel;

13.1.3 any act or omission of the Supplier, subcontractor and/or any Supplier Personnel causing CBNG to breach the terms of its Licence or any Applicable Laws;

13.1.4 any Claim brought by a Third Party arising out of or in connection with this Agreement;

13.1.5 any breach by the Supplier of Clause 4;

13.1.6 any breach by the Supplier of Clause 7;

13.1.7 any breach by the Supplier of Clause 10;

13.1.8 any breach by the Supplier of Clause 14;

13.1.9 fraud, dishonesty or wilful misconduct of the Supplier, subcontractor and/or the Supplier Personnel or any other persons under their control;

13.1.10 any Claim brought against CBNG by a Third Party arising out of or in connection with this Agreement;

13.1.11 any act, omission, default or neglect of the Supplier, any subcontractor and/or the Supplier Personnel (whether or not approved by CBNG).

13.2 Intellectual Property Indemnity

13.2.1 The Supplier shall indemnify, keep CBNG (and its Affiliates) indemnified and hold CBNG (and its Affiliates) harmless against any and all Claims and/or all Losses (whether reasonably foreseeable or not) which result or arise from any infringement of any Third Party's Intellectual Property Rights made available to CBNG (and its Affiliates) under this Agreement including by reason of CBNG's (and/or its Affiliate's) receipt and use of the Goods and/or Services (and each part thereof) under this Agreement.

13.2.2 Without prejudice to any other rights and/or remedies CBNG (and its Affiliates) may have under or in connection with this Agreement, Applicable Law or otherwise, if at any time an allegation of infringement of Intellectual Property Rights made available to CBNG under this Agreement is made or there is likely to be such an infringement, the Supplier shall, at CBNG's option, as soon as possible and at the Supplier's sole cost and expense:

(A) modify the means by which the Goods and/or Services (and each part thereof) are delivered, so that they will not or will no longer infringe the relevant Intellectual Property Rights, provided that such modification does not adversely affect the provision, quality or performance of the Goods and/or Services (and each part thereof) in accordance with this Agreement; or

(B) procure a licence to allow CBNG (and its Affiliates) to continue receiving and using the Goods and/or Services (and each part thereof) in accordance with this Agreement in a non-infringing manner; or

(C) where the Supplier is unable to remedy the infringement of Third Party's Intellectual Property Rights in the manner set out in Clause 13.2.2(A) or Clause 13.2.2(B), refund to CBNG all monies paid by or on behalf of CBNG to the Supplier in connection with the Goods and/or Services which CBNG no longer wishes to, or is unable to, receive or benefit from under this Agreement.

13.2.3 The Supplier shall promptly notify CBNG of any infringement or suspected infringement of, or any challenge by a third party to the validity of and/or CBNG's right to use any Intellectual Property Rights that could have an adverse the Goods and/or Services (and each part thereof) by CBNG.

13.2.4 The Supplier shall at the request and subject to the approval of CBNG, defend or settle at the Supplier's own cost any or all such claims or demand.

13.2.5 CBNG shall inform the Supplier prior to settling any or all such claims or demand.

13.2.6 The Supplier shall take all necessary steps (including the institution of legal proceedings) to enforce its Intellectual Property Rights if and to the extent the Supplier is aware of the infringement and it ought reasonably have been aware that such an infringement could have or is likely to have an adverse affect on CBNG's or its Affiliates' business.

14. SOFTWARE

14.1 Open-Source Software and Software list

14.1.1 The Supplier shall not incorporate Open-Source Software, without CBNG's prior written consent. The Supplier shall disclose the applicable license terms for the Open-Source Software for review by CBNG.

14.1.2 The Supplier shall issue details of all its own and third party's Software comprised in any Goods proposed to be Delivered.

14.2 Software Licence Agreement

14.2.1 To the extent that any from Third Party Software (other than Open-Source Software) shall be provided by the Supplier to CBNG pursuant to this Agreement, the Supplier shall ensure that all licences for the use of such Third Party Software shall be granted to CBNG on the same terms as set forth in 14.2.2 below.

14.2.2 The Supplier hereby grants to CBNG (and its Affiliates) or undertakes to procure the grant from any Third Party to CBNG (and its Affiliates) a fully paid-up, irrevocable, non-exclusive, perpetual, royalty-free, non-sub-licensable and non-transferable (except to a Customer) licence to use the Software without limitation provided always that CBNG shall not be entitled to:

(A) modify, reverse engineer or reverse compile any Software except as may be permitted by Applicable Laws;

(B) extract portions thereof except as may be permitted by Applicable Laws; and

(C) make copies of the Software or parts thereof, except copies for archival backup purposes and except as may be permitted by Applicable Laws;

14.2.3 The Software shall be supplied to CBNG in a machine-readable form or stored in semi-conductor memories.

14.3 Other consideration for Software

14.3.1 All charges, costs and expenses in relation to any Software to be provided under this Agreement are included within the price of any Software.

14.3.2 Any terms and conditions stated or accepted when launching or installing Software by CBNG (including any shrink-wrap terms) shall not in any manner derogate from those terms and conditions stated in this Clause 14 shall

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Grant of IPR

15.1.1 The Supplier hereby grants to CBNG (and its Affiliates) and/or undertakes to procure the grant from any Third Party to CBNG (and its Affiliates) a non-exclusive, perpetual, irrevocable, royalty-free, non-assignable and non sub-licensable (except to any Customer) licence to such Intellectual Property Rights as are required by CBNG (and its Affiliates) to receive and use the Goods and/or Services (and each part thereof) as contemplated by this Agreement, including in connection with its business.

15.1.2 CBNG grants to Supplier a royalty-free, non-exclusive and non-transferable licence to use those of CBNG's Intellectual Property Rights as are reasonably required (and not anymore) in connection with the provision of the Goods and/or Services (and each part thereof) and solely for that purpose alone.

15.2 CBNG IPR

15.2.1 Any materials issued by CBNG (or its Affiliates) to the Supplier under or in connection with this Agreement, and any Intellectual Property Rights in such material, shall remain the absolute property of CBNG (or its relevant Affiliate).

15.2.2 Upon termination of this Agreement, the Supplier shall return to CBNG (or its relevant Affiliate) all materials made available to the Supplier under this Agreement.

15.2.3 All right, title and interest in the Intellectual Property Rights developed by the Supplier (or any Supplier Personnel) for CBNG in the provision of the Goods and/or Services (and each part thereof) shall belong to and be the absolute property of CBNG including the right to apply for formal grant or other protection in respect of the same.

15.2.4 The Supplier shall provide CBNG with and shall transfer to CBNG in accordance with Applicable Laws, ownership in all data produced and generated by the Supplier as part of the Goods and/or Services.

15.2.5 Without prejudice to Clauses 15.2.3 and 15.2.4, all Intellectual Property Rights in any New IPR shall vest in CBNG unconditionally and immediately on their creation. Accordingly, the Supplier shall assign to CBNG, for all purposes, applications and fields of use (including by way of an assignment of future Intellectual Property Rights) all Intellectual Property Rights in any New IPR including the right to take action for any past, present and future damages and other remedies in respect of any infringement.

15.2.6 The Supplier shall execute, and shall procure that any subcontractors execute, such documents and do such things as CBNG may consider reasonably necessary to give effect to this Clause 15.2.

16. COMPLIANCE WITH LAW

16.1 Each Party shall comply with all Applicable Laws in the performance of its obligations under this Agreement.

16.2 Where a Party's obligation under this Agreement is frustrated by operation of any Applicable Laws, then such Party shall:

16.2.1 immediately notify the other Party of the same;

16.2.2 take all appropriate steps to remedy such frustration and comply with such Applicable Laws in all respects; and

16.2.3 if required, meet with the non-affected Party to agree appropriate action in good faith.

16.3 This Clause 16 shall be without prejudice to any other rights and/or remedies CBNG may have under or in connection with this Agreement, Applicable Law or otherwise.

17. CONFIDENTIALITY

17.1 During the Term and for a period of five (5) years after termination of this Agreement each Party shall keep the other Party's (and CBNG's Affiliates') Confidential Information confidential.

17.2 Each Party shall use the Confidential Information solely in accordance with its performance of its obligations under this Agreement.

17.3 A Recipient shall not disclose Confidential Information to any Person other than those of its employees, directors or advisers who need to know the Confidential Information for the purposes of this Agreement and shall ensure that each Recipient is made aware of and complies with its obligations of confidentiality under this Agreement as if that Recipient was a Party.

17.4 This Clause 17 does not apply to Confidential Information which:

17.4.1 is in or comes into the public domain other than by breach of this Agreement or of any obligation of confidence owed under this Agreement;

17.4.2 the receiving Party can prove it knew of prior to its disclosure by the disclosing Party;

17.4.3 was subsequently disclosed to the receiving Party lawfully by a Third Party who did not acquire the information under an obligation of confidentiality;

17.4.4 is independently developed by or for the receiving Party at any time by persons who have had no access to or knowledge of the said information; or

17.4.5 is required to be disclosed to effect any initial public offering or listing of shares in either Party.

17.5 Notwithstanding the foregoing but subject to Clause 17.6, each Party shall be entitled to make any disclosure required by any Applicable Laws or by any order of a court or tribunal of competent jurisdiction or by the regulation of any stock exchange or regulatory or supervisory authority to which such Party or its assets is subject.

17.6 Save where giving notice to the other Party is prohibited by Applicable Laws, the Recipient shall give the other Party as much notice as practicable of any disclosure required under Clause 17.6 and, where notice of disclosure is not prohibited and is given in accordance with this Clause 17, takes into account the reasonable requests and/or comments of the other Party in relation to the content of such disclosure.

17.7 Either Party shall not be required to give notice under Clause 17.6 if giving such notice is prohibited by Applicable Laws.

17.8 Each Party shall ensure that its Personnel understand the nature of the obligations set out in this Clause 17 and shall ensure the observance of the same by its Personnel.

18. DATA PROTECTION

18.1 In relation to the performance of its obligations under this Agreement:

18.1.1 the Supplier shall comply at all times with any Applicable Laws relating to data protection including the *UK Data Protection Act (2018);*

18.1.2 the Supplier undertakes to ensure that appropriate technical and organisational measures are adopted by it:

(A) against unauthorised or unlawful access to and processing of personal data and against accidental loss or destruction of, or damage to the personal data; and

(B) to comply with applicable data retention requirements under Applicable Law; and

18.1.3 the Supplier shall not by way of any act or omission cause CBNG or any of its Affiliates to breach any Applicable Laws relating to data protection in the Territory.

19. FORCE MAJEURE

19.1 Where a Party fails to perform one or more of its contractual duties, the consequences set out in Clauses 19.4 to 19.8 of this Clause 19 will follow if and to the extent that Party proves:

19.1.1 that its failure to perform was caused by an impediment beyond its reasonable control; and

19.1.2 that it could not reasonably have been expected to have taken the occurrence of the impediment into account on the Effective Date of this Agreement; and

19.1.3 that it could not reasonably have avoided or overcome the effects of the impediment.

19.2 Where a Party fails to perform one or more of its contractual duties because of default by a third party whom it has engaged to perform the whole or part of the contract, the consequences set out in Clauses 19.4 to 19.8 of this Clause will only apply to the contracting party if and to the extent that the contracting party:

19.2.1 establishes the requirements set out in Clause 19.1; and

19.2.2 proves that the same requirements apply to the third party.

19.3 If a Party invoke this Clause 19, it shall be presumed to have established the Clauses described in Clauses 19.1.1 and 19.1.2 in case of the occurrence of one or more of the following impediments:

19.3.1 war (whether declared or not), armed conflict or the serious threat of same (including hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilisation;

19.3.2 civil war, riot rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

19.3.3 act of terrorism, sabotage or piracy;

19.3.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;

19.3.5 act of God, plague, epidemic, natural disaster such as violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;

19.3.6 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

19.4 If this Clause is invoked by a Party, subject to Clause 19.6 below, then it is after a 30 day period from invocation, relieved from its duty to perform its obligations under this Agreement from the time at which the impediment causes the failure to perform if notice thereof is given without delay or, if notice thereof is not given without delay, from the time at which notice thereof reaches the other Party.

19.5 If this Clause is invoked by a Party, subject to Clause 19.6 below, then such Party is relieved from any liability in damages or any other contractual remedy for breach of this Agreement from the time indicated in Clause 19.4 above.

19.6 Where the effect of the impediment or event invoked is temporary, the consequences set out under Clauses 19.4 and 19.5 shall apply only insofar, to the extent that and as long as the impediment or the listed event invoked impedes performance of a Party's contractual duties. Where this Clause 19.6 applies, the effected Party is under an obligation to notify the other party as soon as the impediment or listed event ceases to impede performance of its contractual duties.

19.7 If a Party invoke this Clause 19 it remains under an obligation to take all reasonable means to limit the effect of the impediment or event invoked upon performance of its contractual duties.

19.8 Where the duration of the impediment invoked under Clause 19.1 and or of the listed event invoked under Clause 19.3 has the effect of substantially depriving either or both of the Parties of what they were reasonably entitled to expect under this Agreement, either Party has the right to terminate the Agreement by notification within a reasonable period to the other Party.

20. ASSIGNMENT

20.1 Save as provided for in Clause 20.2 below, either Party shall not be entitled to assign the Agreement or any part of it without the prior written consent of the other Party.

20.2 CBNG may assign this Agreement, in whole or in part and at its' sole discretion, to an Affiliate or, in the case of a merger or acquisition, to the party merging or acquiring CBNG, both by giving a five (5) Business Days' notice to the Supplier.

21. COMMUNICATIONS

21.1 All information from CBNG to the Supplier and from the Supplier (or its nominee) to CBNG shall be in writing as email (provided that an acknowledgement is received and not a read receipt) and/or courier and shall be properly referenced.

21.2 Any notice or other communication hereunder shall be affected in the English language. Each document, instrument, certificate or statement delivered or furnished hereunder shall be in the English language or shall be accompanied by a certified translation thereof.

21.3 Address for notices are:

21.3.1 in case of communications to CBNG, to its principal place of business as stated in these Conditions or such changed address as shall be notified to the Supplier by CBNG; or

21.3.2 in the case of the communications to the Supplier, to the registered office of the Supplier or to any address of the Supplier set out in any document which forms part of the Agreement or such other address as shall be notified to CBNG by the Supplier.

21.4 Any communications from the Supplier addressed to CBNG shall be to the contact(s) as stipulated on the corresponding Purchase Order.

22. GOVERNING LAW, DISPUTES AND ARBITRATION

22.1 Governing Law

22.1.1 The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law and the Parties submit to the non-exclusive jurisdiction of the English courts for the resolution of any dispute arising out of or connected with the Agreement and which cannot be resolved by negotiation between the Parties.

22.2 Dispute Resolution and Arbitration

22.2.1 Negotiations

CBNG and the Supplier agree to settle amicably all disagreements and differences of opinion on any matters that may arise in relation to this Agreement ("**Dispute**") by discussions and negotiations, and that prior to resorting to expert determination or arbitration to resolve such Dispute, the Parties shall refer the dispute in writing for settlement to CBNG's Chief Executive Officer and the Supplier's 'Account Director'. The Parties shall ensure that their respective representatives shall, for a period of seven (7) Business Days from the date of the written reference, use reasonable endeavours to reach a resolution of the Dispute.

22.3 Arbitration

(A) If the Parties are not able to settle the Dispute, pursuant to Clause 22.2.1, any Dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause.

(B) The number of arbitrators shall be three.

(C) The seat, or legal place, of arbitration shall be in London, England.

(D) The language to be used in the arbitral proceedings shall be English.

(E) The award rendered by the Arbitration shall be final and binding upon both Parties and to that end, this Clause 37.2 shall constitute an arbitration agreement between the Parties.

(F) The arbitrators shall be bound by the governing law and shall have to substantiate their decision and award accordingly.

23. FURTHER PROVISIONS

23.1 **Independent contractor and no agency**. None of the provisions of this Agreement shall be interpreted or construed as creating or establishing a relationship of employment, agency, commission, joint venture, or franchisee between Supplier and CBNG or between CBNG and any employee, subcontractor, or agent of Supplier. The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other.

23.2 **Counterparts**. This Agreement may be executed in multiple counterparts, each of which so executed shall be considered an original and all of which taken together constitute only one agreement. Once signed, any accurate reproduction of this Agreement made by reliable means (for example, electronic image, photocopy, or facsimile) shall be considered an original.

23.3 **Electronic signatures**. If the Parties conclude this Agreement by electronic signature, then each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record.

23.4 **Third Party Rights**. The Parties agree that that a person who is not a party has no right to enforce any term of this letter under the Agreements (Rights of Third Parties) Act 1999;

23.5 **Severability**. If any term or provision of this Agreement shall in whole or in part be held to be illegal or unenforceable under any enactment or rule of law or provision or part thereof shall:

23.5.1 to the extent be deemed not to form part of this Agreement, the invalid and/or unenforceable provisions hereof and are declared to be severable;

23.5.2 such invalidity shall not affect the validity of all other terms in this Agreement which can be given effect without the invalid provision or application; and

23.5.3 this Agreement shall be construed and both Parties shall amend this Agreement, so as to give effect as nearly as possible to the intent of the invalid Clause or application;

23.6 **Waiver**. A Party shall not be deemed to have waived any rights arising under this Agreement unless such waiver is recorded. Non-enforcement by a Party of any of the provisions of this Agreement shall not operate as or constitute a waiver of the provisions itself of any breach thereof. Any waiver of any breach of any provision shall not be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

24. DEFINITIONS

Acceptance or Accepted ..... means with respect to any Deliverable as the case may be, the counter signature of the relevant Acceptance Certificate in accordance with the provisions of Clause 4.4.6 ;

Acceptance Certificate ..... means a written notice issued in accordance with the provisions of Clause 4.4.6

Acceptance Tests ..... means, in relation to any Deliverable, that as set out in Clause 4.4.2

Affiliate(s) ..... means, in relation to a Party, any other person, body or company which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that Party from time to time;

Applicable Laws ..... means all national, state, local, municipal legislation, regulations, statutes, by-laws, consents and/or other laws of any relevant governmental authority and any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities contemplated under this Agreement;

Auditor..... means any auditor instructed by CBNG to audit the Supplier's performance of its obligations under this Agreement, in accordance with the procedure set out in Clause 5;

Authorised Representative ..... means a Person nominated by each Party to fulfil the role of that Party's authorised representative under this Agreement;

Best Industry Practice..... means the exercise of such skill, diligence, prudence, foresight and judgement which would be expected from a highly skilled, experienced and reputed Person engaged in the same type of undertaking or business at a world-class level;

CBNG..... means Cambridge Broadband Networks Group Ltd. Company number 10427528, with its registered address at 184 Cambridge Science Park, Milton Road, Cambridge, CB4 0GA, England;.

Claim..... means any claim, action, suit or proceeding asserted by any Person whether actual or alleged and whether substantiated by a court of law, other tribunal or relevant arbitrator;

Confidential Information..... means all information (written, oral or electronic) disclosed by one Party to the other Party and concerning the business and affairs of the disclosing Party including any information relating to that Party's operations, processes, plans, intentions, product information, know-how, designs, trade secrets, software, market opportunities, customers and shall include this Agreement;

Consent ..... means all approvals, consents, licences, permissions, authorisations, permits, notifications or any other authorisations as may be required from any relevant governmental authority or similar body which are, from time to time, necessary for the provision and/or the receipt of the Goods and/or Services (or any part thereof) and includes those consents required pursuant to Clause 7.4;

Control..... means:

(a) the ownership or control (whether directly or indirectly) of more than twenty five per cent (25%) of the voting share capital of the relevant undertaking; or

(b) the ability to direct the casting of more than twenty-five per cent (25%) of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters; or

(c) the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board on all, or substantially all, matters;

and **Controls** or **Controlled** shall be construed accordingly;

Customer ..... means the final end user of Goods and /or Services that may be a direct or indirect customer of CBNG;

Date Compliant ..... means that any Goods (and any part thereof) can correctly and properly:

(a) process any dates and can correctly process all calculations based on such dates;

(b) process leap years;

(c) operate and function (including complying with paragraphs (a) and (b)), with other products (systems, equipment or software) with which the Network actually, or is designed, specified or required to, operate, interface, interwork, interoperate or be compatible with; and

(d) process functions that are programmed to commence or end on a particular date;

DDP..... means 'Delivered Duty Paid' as defined by ICC INCOTERMS 2020 rules;

Defect ..... means in respect of Goods or Service, that the Goods or Service (as the case may be):

(a) is not in accordance with the Statement of Works; or

(b) has not been designed, implemented or performed in compliance with all Applicable Laws; or

(c) is not in accordance with any other requirement under this Agreement,

and the term Defective shall be construed accordingly

Deliverable..... means each deliverable mention in the Supplier's offer or Purchase Order or Statement of Work (as the case may be) and, if not mentioned refers to the Delivery of the Goods and/or completion of the Services.

Delivery..... has the meaning given to it in Clause 4.1.1, and **Deliver**, **Delivered**, and any other cognate expressions shall be construed accordingly;

Effective Date ..... means that as defined in Clause 1.4;

Environmental Conditions..... means the normal environmental conditions in the Territory which include severe meteorological conditions such as humidity, high temperature, sandstorms, lightening, snow, gale and torrential rain;

Executed..... means in relation to this Agreement, or any Statement of Work either the conditions pursuant to Clause 1.4 has occurred or the Parties signing this Agreement or Statement of Work, as the case may be;

Export/Import Laws ..... means that as given to it in Clause 7.4.1;

EXW..... means Ex-Works as defined by ICC INCOTERMS 2020 rules;

Factory Acceptance Certificate .. means the certificate in respect of the standard factory testing procedure for the Equipment and/or Software as is used by the Supplier (or its subcontractors, manufacturers or suppliers, where relevant) to demonstrate that the Equipment and/or the Software is fault-free and otherwise in good working order and which is performed prior to the dispatch of the same from the Supplier's factory(s) (or that of its subcontractors, manufacturers or suppliers, where relevant) to the Territory for use in connection with this Agreement;

Goods ..... means any Hardware and/or Software, including ancillary components;

Hardware..... means the machines and other physical components (other than Software) and may include the medium that the Software resides on;

Inherent Defect..... means any defect in Goods that is related to the design or manufacture that manifests itself in failure or part failure of the Goods during its lifetime, such lifetime that would have been reasonably expected by CBNG pursuant to Best Industry Practice;

Intellectual Property Rights ..... means all patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trademarks, trade names, business names, service marks, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights and rights to sue for passing off;

LCIA Rules or Rules..... means the most recent rules for arbitration set by the London Court of International Arbitration ("LCIA");

Lien ..... means any lien, charge, security interest, attachment or encumbrance of whatever nature including material personnel, labourers, mechanics, sub-contractors, and sub-contractors' and vendors' liens;

Losses ..... means all damages, losses, costs and expenses of whatever nature (including legal costs) whether or not reasonably foreseeable by the Parties as at the Commencement Date or at any time during the Term;

Milestones ..... means the dates or periods listed on the Supplier's offer or Purchase Order (as the case may be) for each Deliverable or completion of the Services (or parts thereof).

Minimum Liability ..... means the aggregate of the value of the Price(s) for Purchase Order(s) issued by CBNG to the Supplier in the previous twelve (12) months from any Claim arising or One Hundred and Fifty Thousand US Dollars (US$150,000) whichever is the greater.

New IPR ..... means any new Intellectual Property Rights developed by the Supplier under this Agreement during the Term;

Open-Source Software ..... means software which includes software licensed or distributed under any of the licenses or distribution models listed on the Open-Source Initiative (OSI) website at http://www.opensource.org/licenses/alphabetical, including but not limited to the following: (a) any version of GNU'S General Public License (GPL) or Library GPL (LGPL); and (b) the Artistic License (e.g., PERL).

Party/ Parties ..... has the meaning given to it in Clause 1.5.1;

Personnel ..... means all employees, agents, representatives and contractors of a Party who are assigned from time to time to work in connection with the performance of that Party's obligations under or in connection with this Agreement;

Price ..... means that as given to it in Clause 3.1.1;

Purchase Order ..... means a purchase order issued by CBNG as detailed in Clause 3.1.1;

Recipient ..... means the Party that receives Confidential Information, directly or indirectly from the disclosing Party;

Restricted Party Lists ..... means that as given to it in Clause 7.4.1(B);

Sales Tax ..... means any value added or other sales tax relevant to the Goods and/or Services (or any part thereof) under this Agreement;

Services ..... means all the services to be provided by the Supplier as are required under or in connection with this Agreement including any and all services incidental to the Delivery of the Goods (and each part thereof);

Software ..... means computer programs in object code together with any technical information and all documentation necessary for the use of such programs and shall include the Supplier Software and Third Party Software;

Software Licence Agreement ..... means the licence granted to CBNG by the Supplier or subcontractor for use of Software pursuant to Clause 14.2;

Statement of Work(s) ..... means those specifications and scope of works which describe the technical, functional, capacity, performance and service requirements for the Goods and/or Services and shall include any Milestones for the Delivery (or parts thereof) or completion of Services as may be attached to the Suppliers Quote or referenced in a Purchase Order;

Supplier ..... means the person, firm or company who receives a Purchase Order for Goods and/or Services from CBNG;

Supplier Personnel ..... means any Personnel of the Supplier deployed for or involved in the provision of the Goods and/or Services (or any part thereof) to CBNG and shall include the Supplier Project Manager and Supplier Key Personnel;

Supplier Software ..... means the Software which is proprietary to the Supplier and which is provided by the Supplier under this Agreement;

Supplier's Quote ..... means the last version of any quote or offer issued by the Supplier to CBNG prior to the issuance of a Purchase Order;

Term ..... means the period stated in Clause 12.1;

Territory ..... means that as defined in the Purchase Order or, if undefined, shall be deemed to be the United Kingdom;

Third Party ..... means any Person which is not a Party;

Third Party Software ..... means the Software which is proprietary to a Third Party and may include Open-Source Software;

Title ..... means in respect of Goods or Deliverable (other than Software) that as stated in Clause 8.2;

Variation ..... means that as given to it in Clause 9.1;

Virus ..... means any viruses, worms, trojan horses, cancel bolts or any other computer code designed to disrupt or adversely impact computer systems, networks or devices;

Warranty Period ..... means that as defined in Clause 10.2.4;