



QUANTUM LIDAR METHANE
CAMERA

**DETECT, IMAGE & QUANTIFY
METHANE EMISSIONS**



**QLM Methane Survey Service
Overview**



Survey Service Summary

QLM is a provider of periodic methane measurement surveys to multiple types of organizations using our unique methane lidar camera technology. This Overview provides details of QLM's products and services so that new customers can understand what we can provide and decide what fits their needs best. We also detail QLM's standard commercial terms and conditions so that these are transparent.

Typically, the main objectives of our surveys are to provide specific equipment and/or site-level methane emissions data to:

- Develop a better understanding of methane emission levels and variations both in terms of short-term fluctuations and longer-term trends;
- Provide the location and prioritization of any point source emissions observed for the purpose of leak repair activities;
- Correlate this emission behavior with site operational data so that methane emissions can be reduced and safety and process efficiency can be enhanced;
- Use in regulatory compliance reporting.

To provide this information QLM temporarily installs and maintains one or more lidar methane camera systems on site under the guidance of the site management and then operates these continuously for an appropriate period to thoroughly map and quantify emissions and achieve all the client's objectives.

Short duration installations typically use a trailer-mounted QLM methane monitoring system, including a QLM methane camera on a pan-tilt stage on a mast with a weather station, and an QLM Edge power and communications unit.

Longer duration installations typically use a semi-permanent mast designed for maintenance-free operation.

Either option can be operated with local electrical power if available or powered using a solar-charged battery system.

Prior to delivery of the equipment onsite, QLM will work with the customer to produce a deployment plan covering location and installation of the system, with a risk assessment and method statement for the survey.

The location of the systems will be optimized, keeping in mind that the full system is currently not yet fully hazardous area certified.

The QLM camera has a range of > 200m and requires a solid background behind objects of interest to return the lidar signal. We therefore typically locate the cameras at a vantage point on the edge of each facility in order to allow panoramic coverage with the 10 or 15m minimum mast height to give



Overview of QLM Methane Survey Services

clear line of sight to all required potential emission areas and to allow the ground to be a good background even for remote equipment.

A QLM application engineer will install the system onsite. The QLM application engineer will optimize system parameters, confirm full operation, and review data, project objectives and report generation on site with the customer.

Approximately 400 individual images of any predefined area can be made by the system every day. This level of data density allows the system to capture short-term emission variations and customers to relate them to site operational activity. These can be assembled into time series and panoramic images

The installation includes defining exactly what areas will be surveyed, at what frequency, and with what alerts or outputs during the survey period.

QLM will continue to monitor emissions remotely throughout the survey period and review the data with the customer on an agreed regular basis. Data will be available live to the customer during the survey, including digital data which may be used to populate their control system for correlation with site data.

After the deployment QLM will deliver a Final Report covering the major areas of interest to the customer and include details of all the emissions located, images of major emissions, and individual and total emissions quantifications across the survey period.

A QLM application engineer will return to the customer site to disassemble and remove the methane monitor systems once the deployment is complete, returning the site to its original condition.

Our survey pricing is inclusive of all equipment, shipping, field installation and rig-down, technical support, access to QLM Cloud for customer personnel, and of providing the detailed a Final Report.

The QLM contacts for engaging a survey will initially be our local business development lead, and then for operations our field service lead.

In the UK please contact

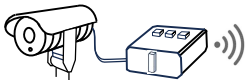


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When you are ready to move forward, delivery and service dates can be confirmed on receipt of a Purchase Order.

QLM Products and Services Overview

<p>QLM Camera and Edge Controller</p> 	<p>Our system incorporates a QLM Quantum Lidar Methane Camera, a pan/tilt stage that scans the camera around, a sonic anemometer to measure the wind, an on-site QLM Edge Controller housing a computer, 4G cellular and wifi router, and power supplies, and all the cables to connect these together.</p> <p>The Camera runs embedded software and firmware. The Edge Controller runs software locally that controls the Camera and collects data and connects the system to the internet and QLM Cloud. We provide regular firmware and software updates to the Camera, Edge Controller and QLM Cloud that include enhancements and new features.</p>
<p>QLM Cloud</p> 	<p>The QLM Cloud storage and data management application is hosted on Amazon Web Services. Access is via a web browser and provides autonomous and controllable functionality, data visualization and reporting tools and dashboards. Most common web browsers are supported. All data is encrypted in transit and at rest and is in the control of – and fully owned by the end-user.</p>
<p>Installation</p> 	<p>Cameras can be mounted on tripods, masts, trailers or any existing infrastructure. Existing infrastructure of sufficient height often provides the best and lowest cost vantage point. The on-site QLM Edge Controller is connected by 20m or longer cables to the Camera. The Edge is powered by mains power or optionally by a solar/battery system,</p> <p>QLM has a dedicated customer success team including field applications engineers who will evaluate your requirements and recommend workflows and process implementation options based on best practices and our experience enabling implementations across the industry.</p> <p>QLM can provide all hardware, accessories and all required parts for mounting the hardware. We can also provide on-site system setup, provisioning, set-up training and service. Customers are responsible for preparing the site for the installation of the QLM system and providing electrical power to the QLM Edge in coordination with QLM guidance.</p>

<p>Survey and Monitoring Services</p> 	<p>QLM systems can be set up permanently for continuous emissions monitoring, for weeks or months to thoroughly map and quantify all emissions or just used for a few days to give a survey of current emissions. QLM has a dedicated customer success team of field applications engineers who can provide on-site system setup, provisioning, and training.</p> <p>QLM's expert team will create a monitoring plan detailing a set of targets and outcomes and you will receive a report at the end of the monitoring service detailing the results.</p>
<p>Final Report</p> 	<p>The QLM Final Report typically comprises:</p> <p>Executive summary of LDAR and site emissions, operations success versus objectives, relevant analysis and recommendations.</p> <p>A section focused on input to pollution inventory reporting lead detection and repair programs:</p> <ol style="list-style-type: none"> 1) Ranked summary table of individual leaks detected <ol style="list-style-type: none"> a. Equipment name, localization of leak, range of rates observed, how often leak was observed, total amount of methane calculated over survey period b. Image of leak (daytime RGB, methane overlay) c. If a repeat survey, comparison with previous survey to highlight variance 2) List of equipment surveyed where no emissions have been detected <p>A section focused on site emissions:</p> <ol style="list-style-type: none"> 1) Graphical summary of site and emissions <ol style="list-style-type: none"> a. Heat map to provide a visual summary of point, and process emissions b. Map of location of camera marked, with range and field of view marked c. 3D methane panorama view of site RGB greyscale d. Graph of site emissions rates vs time e. Optional: crossplot of emissions rates versus site/environmental data 2) Analysis of key contributions to site total emissions <ol style="list-style-type: none"> a. Area and process emissions (representative image, rates observed)

	<p>b. Description of trends with respect to site operations, and environmental changes.</p> <p>An operations summary describing in brief:</p> <ol style="list-style-type: none"> 1) Details of any site/customer-specific requirements 2) Customer supplied information 3) The setup of the equipment on site 4) Summary of system programming 5) Operational statistics <ol style="list-style-type: none"> a. Time system operational and starting health metrics b. Uptime and performance metrics c. Time system rigged down and end-of-survey health metrics d. Any variance versus standard operation. <p>Conclusions</p> <ol style="list-style-type: none"> 1) Survey success versus objectives (LDAR/site/performance metrics) 2) Recommendations for future surveys based on enhanced value.
<p>Solution Architecture and Consultancy</p> 	<p>QLM has global customers in natural gas production through our partnership with SLB and in other markets including downstream natural gas, wastewater, landfill and in the research with other partners. QLM and our partners have deployed QLM Cameras in many different geographies, climates, on a range of various types of infrastructure, for many different applications, and with a range of commercial and regulatory compliance objectives. We can answer all your questions on the best approaches to meet your specific methane emission reduction and reporting needs.</p>
<p>Training</p> 	<p>Our expert team provides custom training for customers on any and all elements of our solution and how it fits in your application.</p> <p>Popular training includes</p> <ul style="list-style-type: none"> - system equipment, maintenance and hands-on operational training - In-field process workflow and training including a start-to-finish run-through of the setup and data acquisition process - QLM Cloud use of dashboards, report generation, and achieving OGMP and other regulatory compliance



Our Commitments

1. **Innovation for Scale and Ease of Use:** QLM is the global leader in methane detection through cutting-edge lidar imaging technology. Our technology set is capable of being highly accurate, fully autonomous, extremely simple to deploy and use, and able to scale to very low cost as our customer base expands. We are committed to continually push the boundaries of emissions monitoring solutions that meet the world's evolving needs.
2. **Collaboration and Partnership:** QLM prides itself on the working with the best companies and people in the world, from global technology giants like SLB and Sony to leading researchers at universities. Customer collaborations are our key to understanding where to take our technology next and we are committed to being your partner in solving industrial challenges with tailored solutions.
3. **Trustworthy:** A focus on professional, transparent and ethical practices, both in terms of safety on site and with your data. Delivering reliable data and adhering to the highest standards of environmental and professional responsibility.
4. **Customer-centricity:** We seek to be responsive and aligned with your specific needs, providing tailored solutions that deliver clear ROI. This is reflected in the emphasis on delivering a high level of customer support and ongoing engagement. We know you have challenges and goals beyond emissions reduction, so we are committed to being completely aligned with your existing workflows and current regulatory systems.
5. **Sustainability:** QLM's solutions are aligned with the global drive towards sustainability. We are committed to helping you reduce your carbon footprint through advanced methane detection technology, which ties directly to the growing focus on environmental stewardship.

QLM Terms and Conditions

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Bribery Laws means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;

Business Day means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for business in England;

Certificate of Compliance means the certificate of compliance relating to the Goods set out or referred to in the Proposal;

Conditions means these terms and conditions of sale;

Confidential Information means any commercial, financial or technical information, information relating to the Goods and Services, plans, know-how or trade secrets which has been identified as confidential or which a reasonable business person would regard as confidential;

Contract means the agreement between the Supplier and the Customer for the sale and purchase of the Goods and Services incorporating these Conditions and the Proposal;

Customer means the person who purchases the Goods and Services from the Supplier and whose details are set out in the Proposal;

EULA means any end user licence terms which apply to use of the Software, as set out in the Proposal or the QLM Product Sheets;

Firmware means software that is pre-installed or embedded in object code in the Goods and is necessary for the proper functioning of the Goods;

Force Majeure means an event or sequence of events beyond any party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce;

Goods means the goods and other physical materials set out in the Proposal and to be supplied by the Supplier to the Customer;

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled; and (f) in whichever part of the world existing;

Location means the address(es) for delivery of the Goods and Services as set out in the Proposal;

Peripherals means third party manufactured goods/components supplied in conjunction with the Goods, as set out in the Proposal;

Proposal means the proposal issued by the Supplier;

QLM Product Sheets means the product sheets detailing the functionality of the Goods and Services;

Services means the services set out in the Proposal and to be supplied by the Supplier to the Customer;

Software means any software to be supplied by the Supplier in relation to the Goods and Services, including Firmware;

Specification means the description or specification of the Goods and Services as set out or referred to in the Proposal or the QLM Product Sheets;

Supplier QLM Technology Limited, incorporated and registered in England and Wales with company number 10673098, whose registered office is at Quest House, St Mellons Business Park, Cardiff CF3 0EY;

Use Parameters the agreed use case for the Goods and Services, as set out detailed in the Proposal or the QLM Product Sheets;

VAT means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods; and

Warranty Period means the warranty period as set out in the Proposal.

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 a reference to the Contract includes these Conditions, the Proposal, and their respective schedules, appendices and annexes (if any);

1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;

1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;

1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6 words in the singular include the plural and vice versa;

1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and

1.2.9 a reference to legislation is a reference to that legislation as amended, extended, reenacted or consolidated from time to time and includes all subordinate legislation made under that legislation.

2 Application of these Conditions

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply. No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase

conditions, order, confirmation of order, specification or other document shall form part of the Contract.

2.2 No variation of these Conditions or to a Proposal or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each party.

2.3 Each Proposal delivered by the Supplier to the Customer shall be subject to these Conditions and, unless detailed otherwise in the Proposal shall be valid for a period of 30 days from the date of the Proposal. The Customer may accept or reject a valid Proposal in writing at its discretion. No binding obligation to supply any Goods shall arise, until the Customer has accepted a valid Proposal in writing.

2.4 Marketing and other promotional material relating to the Goods and Services are illustrative only and do not form part of the Contract.

3 Price and payment

3.1 The price for the Goods and Services shall be as set out in the Proposal (Prices).

3.2 The Prices are exclusive of VAT and any excluded elements described in the Proposal, which may include packaging, delivery, insurance or other additional or optional services, which shall be charged and payable in addition in accordance with the Supplier's valid VAT invoice.

3.3 The Prices are only valid for the life of the Proposal, which shall be 30 days from the date of the Proposal unless detailed otherwise in the Proposal. Once the Proposal has expired, the Supplier may issue a new Proposal with new Prices.

3.4 Unless otherwise specified in the Proposal, the Supplier shall invoice the Customer for the Goods and Services at any time after delivery (as the case may be) of the Goods and Services.

3.5 The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice (unless otherwise specified in the Proposal) via the payment method nominated by the Supplier.

3.6 Where sums due under these Conditions are not paid in full by the due date the Supplier may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and such interest shall accrue on a daily basis from the due date for payment until actual payment in full, whether before or after judgment.

4 Delivery

4.1 Unless specified otherwise in the Proposal, Goods shall be delivered ex-works at the Supplier's premises. Services shall be delivered as detailed in the Proposal.

4.2 The Goods shall be collected by the Customer within 5 Business Days' of the Supplier's notification that the Goods are ready for collection (as the case may be). The Goods shall be deemed delivered by the Supplier on being made available for collection by the Customer.

4.3 The Supplier may deliver the Goods in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.4 The Supplier shall use its reasonable endeavours to meet estimated dates for delivery of Goods and Services, but any such dates are approximate only.

4.5 The Supplier shall not be liable for any delay in or failure of performance caused by:

4.5.1 the Customer's failure to: (i) make the Location available; (ii) prepare the Location in accordance with the Supplier's instructions or as required for the Goods and Services; (iii) provide the Supplier with adequate instructions for delivery; or (iv) complete collection of the Goods from the nominated premises (where applicable); or

4.5.2 Force Majeure.

4.6 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all reasonable storage and insurance charges incurred by the Supplier in doing so.

5 Risk & title

5.1 Risk in the Goods shall pass to the Customer on delivery.

5.2 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

5.3.1 hold the Goods as bailee for the Supplier;

5.3.2 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

5.3.3 insure the Goods for their full replacement value in accordance with good industry practice;

5.3.4 ensure that the Goods are clearly identifiable as belonging to the Supplier;

5.3.5 not remove or alter any mark on or packaging of the Goods;

5.3.6 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 14.1.1 to 14.1.3 or 14.1.4 to 14.1.12; and

5.3.7 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

5.4 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 14.1.1 to 14.1.3 or 14.1.4 to 14.1.12, the Supplier may:

5.4.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and

5.4.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

6 Customer Obligations

6.1 The Customer shall not move the Goods or resell the Goods and Services without the consent of the Supplier (such consent not to be unreasonably withheld or delayed).

6.2 The Customer shall only use the Goods and Services in accordance with any Use Parameters or any reasonable instructions from the Supplier from time to time.

6.3 The Customer shall comply with the EULA.

7 Warranty

7.1 The Supplier warrants that, for the Warranty Period, the Goods and/or Services shall

conform in all material respects to the Specification and Certificate of Compliance, that the Goods shall be free from material defects in design, material and workmanship and that the Services shall be performed using all reasonable care and skill.

Peripherals will be supplied with all applicable manufacturers' warranties.

7.2 The Warranty in clause 7.1 is subject to the Customer complying with clause 6.2. The Customer's sole and exclusive remedy for breach of the warranty in clause 6.1 shall be for the Supplier to, at its option, correct, repair, remedy, re-perform or refund the Goods or Services that do not comply with clause 7.1, provided that the Customer:

7.2.1 serves a written notice on Supplier not later than five Business Days from delivery in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery in the case of latent defects;

7.2.2 such notice specifies that some or all of the Goods do not comply with clause 7.1 and identifying in sufficient detail the nature and extent of the defects; and

7.2.3 gives the Supplier a reasonable opportunity to examine the claim of the defective Goods or Services.

7.3 Except as set out in this clause 7:

7.3.1 the Supplier gives no warranty and makes no representations in relation to the Goods or Services; and

7.3.2 shall have no liability for their failure to comply with the warranty in clause 7.1, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

8 Anti-bribery

8.1 For the purposes of this clause 8 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

8.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

8.2.1 all of that party's personnel;

8.2.2 all others associated with that party; and

8.2.3 all of that party's subcontractors;
involved in performing the Contract so comply.

8.3 Without limitation to clause 8.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

9 Anti-slavery

9.1 Each party undertakes and warrants that:

9.1.1 neither it nor any of its officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 (an MSA Offence);

- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; and
- 9.1.2 it shall comply with the Modern Slavery Act 2015.

10 Limitation of liability & Indemnity

10.1 Subject to the other provisions of this clause 10, the Supplier's aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the Prices paid by the Customer to the Supplier under the Contract.

10.2 Subject to clause 10.3, the Supplier shall not be liable for consequential, indirect or special losses howsoever caused and shall not be liable for any of the following (whether direct or indirect):

- 10.2.1 loss of profit;
- 10.2.2 loss or corruption of data;
- 10.2.3 loss of use;
- 10.2.4 loss of production;
- 10.2.5 loss of contract;
- 10.2.6 loss of opportunity;
- 10.2.7 loss of savings, discount or rebate (whether actual or anticipated);
- 10.2.8 harm to reputation or loss of goodwill.

10.3 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

- 10.3.1 death or personal injury caused by negligence;
- 10.3.2 fraud or fraudulent misrepresentation; or
- 10.3.3 any other losses which cannot be excluded or limited by applicable law.

10.4 Customer shall indemnify, defend, and hold harmless Supplier, and its respective directors, officers, employees, representatives and agents from and against any liabilities, damages, costs and expenses (including reasonable attorneys' fees) owed to a third party that arise out of any claim, demand, action, or proceeding initiated by a third party to the extent caused by: (i) Customer's failure to comply with the Use Parameters (ii) Customer's failure to comply with any law, rule or regulation, including, but not limited to, rules and standards promulgated by applicable public utilities commission(s) or similar entity(ies) with respect to detection, reporting, and responding to natural gas leaks; (ii) a gas leak from or related to Customer's gas delivery system and infrastructure.

11 Intellectual property

11.1 The Supplier is the owner or licensor of all Intellectual Property Rights in the development, manufacture and/or provision of the Goods and Services. Nothing in these Conditions serves to transfer any such Intellectual Property Rights to the Customer.

11.2 All Software is licensed to the Customer, not sold.

11.3 Supplier grants to the Customer a non-exclusive, perpetual license to use the Firmware,

in executable form, solely as embedded in the Products and in accordance with the EULA. The Customer acknowledges that the Firmware contains Intellectual Property Rights and trade secrets of the Supplier, and, in order to protect such trade secrets, the Customer agrees not to disassemble, decompile or reverse engineer the Firmware nor permit any third party to do so, except to the extent such restrictions are prohibited by law. Seller reserves all rights and licenses in and to the Firmware not expressly granted to the Customer.

11.4 The Software may contain software or libraries that are licensed or distributed as "open source software", "free software" or other similar licensing or distribution models (Open Source Software). The Customer agrees that Open Source Software is and shall remain subject to the terms and conditions of the original providers and are not part of the Software licensed by the Supplier.

12 Confidentiality

12.1 Each party shall keep confidential all Confidential Information of the other and shall only use the same as required to perform the Contract. Note that depending on specifics of the Goods and Services, Supplier may use Customer Information for the purposes of Customer service improvements, technical support and maintenance. The provisions of this clause shall not apply to:

12.1.1 any information which was in the public domain at the date of the Contract;

12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

12.1.3 any information which is independently developed by the receiving party without using information supplied by the disclosing party; or

12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

12.2 This clause shall remain in force for a period of five years from the termination or expiry of the Contract.

13 Force Majeure

13.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

13.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

13.1.2 uses reasonable endeavours to minimise the effects of that event.

14 Termination

14.1 Either party may terminate the Contract at any time with immediate effect by giving notice in writing to the other if:

14.1.1 the other commits a material breach of the Contract and such breach is not remediable;

14.1.2 the other commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;

14.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 14 days after the Supplier has given notification that the payment is overdue;

14.1.4 the other stops carrying on all or a significant part of its business, or indicates in any way

that it intends to do so;

14.1.5 the other is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986;

14.1.6 the other becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

14.1.7 the other has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

14.1.8 the other has a resolution passed for its winding up;

14.1.9 the other has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

14.1.10 the other has a freezing order made against it;

14.1.11 the other is subject to any events or circumstances analogous to those in clauses 14.1.4 to 14.1.10 in any jurisdiction;

14.1.12 the other takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 14.1.4 to 14.1.11 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

14.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the parties at any time up to the date of termination.

15 Notices

15.1 Any notice given by a party under these Conditions shall:

15.1.1 be in writing and in English;

15.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

15.1.3 be sent to the relevant party at the address set out in the Contract.

15.2 Notices may be given, and are deemed received:

15.2.1 by hand: on receipt of a signature at the time of delivery;

15.2.2 by standard (first-class or equivalent) post: at 9.00 am on the second Business Day after posting;

15.2.3 by international (tracked, signed-for or equivalent) post: at 9.00 am on the fifth Business Day after posting; and

15.2.4 by email: on receipt of a delivery email from the correct address.

15.3 This clause does not apply to notices given in legal proceedings or arbitration.

16 Entire agreement

16.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

16.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents

entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

17 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, both parties.

18 Assignment

The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

19 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

20 Severance

20.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

20.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

21 Waiver

21.1 No failure, delay or omission by a party in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

21.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by a party shall prevent any future exercise of it or the exercise of any other right, power or remedy by that party.

22 Compliance with law

22.1 Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

22.2 Without prejudice to the generality of clause 22.1, the parties shall comply with all applicable laws, rules, and regulations governing export of goods, software and information that apply to the Goods and/or Software, and shall not export or re-export, directly or indirectly,



separately or as a part of a system, the Goods and/or the Software to any country for which an export licence or other approval is required, without first obtaining such licence or other approval. The Customer shall be solely responsible for ensuring its access, importation or use of the Goods or Software in or into any territory complies with all export laws.

23 Third party rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

24 Governing law and jurisdiction

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).