

## 1. DISPUTE RESOLUTION

In the event of a dispute, controversy or claim ("Dispute"), arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the Parties shall use reasonable endeavours to immediately resolve the Dispute amicably.

When a Party first becomes aware of a Dispute between the Parties, it must immediately notify the other Party of the existence and nature of the Dispute by serving a notice on the other Party setting out detailed particulars of the Dispute including, if appropriate, references to documents and provisions which relate to the Dispute ("Notice of Dispute").

If, within a period of 40 (forty) Business Days from the Notice of Dispute, the Parties fail to resolve the Dispute amicably, then such Disputes may be submitted to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure which is in effect at the time the matter is referred to CEDR and with London as the place of mediation.

Each Party shall bear its own costs (save for the costs of the mediation itself, which will be borne equally by the Parties unless otherwise agreed).

Nothing in this section 1 prejudices the right of either Party to initiate court proceedings or urgent injunctive, interlocutory and/or declaratory relief, as the circumstances require, from a court in connection with the Dispute without first having to attempt to resolve the Dispute in accordance with this policy.

## 2. EXPENSES

Travel costs and reasonable out-of-pocket expenses, including but not limited to transportation, mileage if driving, hotels, meals, hotel phone and internet charges, and any necessary copies or postage, are not included in the Fees and will be invoiced separately.

The Customer understands that the Services may be performed by a resource from a remote location. In such an event, the Customer agrees to be responsible for such resource's travel expenses to the Customer's site.

Travel costs will be calculated by reference to an employee's office, which may not necessarily be the closest to the Customer site.

Travel costs will be claimed according to the method of transport used:

- Car: Mileage incurred will be claimed at the appropriate HMRC mileage rate for the relevant tax year
- Train: Second class rail travel
- Plane: Economy class for journeys up to 4 hours including transfer time, all other – business class.

Additional costs such as parking and taxis incurred in conjunction with the above will be charged.

### **3. EXPORT AND SANCTIONS**

Export laws and regulations of the United Kingdom and any other relevant local export laws and regulations may apply to the Operati Materials and Hardware (including any integrated software and operating system(s)). The Customer agrees that such export laws govern its use of the Licensed Materials (including technical data) and Hardware (including any integrated software and operating system(s)), and the Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). The Customer agrees that no data, information, program, Hardware (including any integrated software and operating system(s)) and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical or biological weapons proliferation, or development of missile technology.

Operati will ensure that provision of its Service or products will be checked to confirm that the Service or product being provided by that trading entity is not being provided in conjunction with or to organisations registered in any country listed on the United Nations Sanctions List.

### **4. NON-SOLICITATION**

During the term of the Agreement and for a period of one year following its termination, neither Operati nor the Customer (or any of their respective associated,

holding, or subsidiary companies) will solicit for employment or engagement, neither directly nor through other parties, without the other Party's written permission, any individual employed or engaged by the other party. It is agreed however that the solicitation, engagement or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited and this paragraph shall not apply to individuals earning less than £25,000.

### 5. PUBLICITY

The Customer grants to Operati a non-exclusive, revocable, right to use the Customer's trademark(s) only for the purposes outlined below. The Customer agrees that Operati may publish the Customer's entity name, entity logo, make announcement(s) that the Customer is a customer of Operati and/or make references to the Customer's contract with Operati on any Operati website and elsewhere in the press/media.

The Customer may withdraw consent for this usage at any time by emailing [hello@operatisoftware.com](mailto:hello@operatisoftware.com) (or by post, sending a letter to Operati Limited, Merlin House No.1 Langstone Business Park, Newport NP18 2HJ with the title "Withdrawn branding consent". The Customer must also clearly state in the body of the message:

- a) the Customer name as it appears on the Order Form, and;
- b) that the Customer is withdrawing branding consent from Operati.

On receipt of this message Operati will use reasonable endeavours to remove the Customer's information and branding from the Operati website, and Operati agrees not to add the Customer's information into any new material from that date; however the Customer accepts that Operati cannot remove the Customer's information from existing tangible materials or areas where it has been published prior to branding consent being withdrawn (i.e. press releases already published to or issued on a third party website).

Should Operati wish to quote the Customer, use the Customer's information in a case study, and/or use the Customer's information in any other way not expressly detailed herein for Operati's promotional/publicity purposes, the Customer agrees

that Operati may do so, subject to the Customer's prior written consent which may not be unreasonably withheld.

### **6. RIGHT TO AUDIT**

During the term of the Agreement and for a period of one year following its termination or expiration, the Customer shall maintain and make available to Operati records sufficient to permit Operati, or an independent auditor retained by Operati, to verify, upon ten (10) days' written notice, the Customer's full compliance with the terms and requirements of the Agreement. The Customer shall:

- Provide any assistance reasonably requested by Operati or Operati's designee in conducting any such audit, including installing and operating audit software;
- Make requested personnel, records, and information available to Operati or Operati's designee; and
- In all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification.

Audits shall be performed during regular business hours and on reasonable notice. If the audit reveals any material noncompliance or any over usage of the Service or licence terms, the Customer shall reimburse Operati for the reasonable costs and expenses of such audit process (including, but not limited to the fees of an independent auditor) incurred by Operati, and the Customer shall promptly remedy any such noncompliance, including without limitation through the payment of any and all fees owed to Operati during the period of noncompliance; provided, however, that the obligations under this provision do not constitute a waiver of Operati's termination rights.

Additionally, Operati may at any time, without notice, during the term of the Agreement access the Customer's system to assess compliance with the Agreement. The Customer acknowledges that the Software and Services may include a licence manager component to track usage of the Software and/or Services and agrees not to impede, disable or otherwise undermine such licence manager's operation.