MASTER SOFTWARE LICENCE AGREEMENT

(Enterprise Software Licence Agreement)

For

AURUM FLOW CANDLE X

Version 2.0 (Final)

This Master Software Licence Agreement ("Agreement") governs the licensing, implementation, use, maintenance, support, and related services for the Aurum Flow Candle X software platform.

This Agreement establishes the legal rights, responsibilities, obligations, and remedies of the Parties and is intended to serve as the complete contractual framework governing the licensing and use of the Software.

Prepared For

Aurum Flow Candle X

Document Classification

Confidential & Proprietary

Effective Date

Agreement Reference No.

Prepared By

Aurum Flow Candle X

Version

2.0 (Final)

Document Status

Final Master Agreement

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SECTION 1 – PRELIMINARY

1. Parties

This Master Software Licence Agreement ("**Agreement**") is entered into on the ____ day of ______________**, 20** ("**Effective Date**"),

BETWEEN

Aurum Flow Candle X, a business duly organised and existing under the laws of ____________________, having its registered office at:

(hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns, affiliates, legal representatives and authorised successors);

AND

____, a ____, duly organised and existing under the laws of ____________________, having its registered office/principal place of business at:

(hereinafter referred to as the "**Customer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns, legal representatives and authorised successors).

The Company and the Customer are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

The Parties hereby agree to enter into this Agreement for the licensing, implementation, configuration, deployment, use, maintenance, support and related services concerning the Company's proprietary software known as **Aurum Flow Candle X**, upon the terms and conditions set forth herein.

2. Background

2.1 The Company is the lawful owner, developer, licensor, or otherwise holds all necessary rights to license and provide the proprietary enterprise software known as **Aurum Flow Candle X**, together with its associated modules, features, documentation, updates, enhancements, and related support services.

2.2 Aurum Flow Candle X is an integrated business management software platform designed to assist organisations in managing and automating various operational, administrative, financial, manufacturing, inventory, procurement, sales, reporting, and other business processes, depending upon the modules and functionality licensed by the Customer.

2.3 The Customer has independently evaluated the Software and has requested the Company to grant a licence to use the Software, together with such implementation, configuration, training, maintenance, support, and other related services as may be specified under this Agreement or any applicable Order Form, Schedule, Statement of Work, or other mutually executed document.

2.4 The Company has agreed to grant such licence and provide the applicable services, subject to the Customer's continued compliance with the terms and conditions of this Agreement, including all payment obligations, licence restrictions, operational responsibilities, and other contractual requirements.

2.5 The Parties acknowledge that this Agreement establishes the complete legal framework governing the licensing, implementation, operation, maintenance, support, and authorised use of the Software and supersedes all prior discussions, proposals, negotiations, representations, understandings, or communications relating to the same subject matter, except where expressly preserved in writing.

2.6 The Parties further acknowledge that the successful implementation and effective utilisation of the Software require good faith cooperation, timely exchange of information, fulfilment of their respective responsibilities, and continued compliance with the obligations set forth in this Agreement.

2.7 Accordingly, in consideration of the mutual promises, covenants, rights, obligations, and other good and valuable consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be legally bound by the terms and conditions of this Agreement.

3. Interpretation

3.1 Unless the context otherwise requires, the headings, titles, captions, and numbering used in this Agreement are inserted solely for convenience of reference and shall not affect the interpretation or construction of any provision of this Agreement.

3.2 In this Agreement, unless the context otherwise requires:

(a) words importing the singular shall include the plural, and vice versa;

(b) words importing any gender shall include all genders;

(c) references to a "Person" shall include any individual, sole proprietorship, partnership, limited liability partnership, company, corporation, trust, association, governmental authority, statutory body, or any other legal or commercial entity;

(d) references to any law, statute, regulation, rule, code, or governmental requirement shall include any amendment, modification, re-enactment, replacement, or subordinate legislation made thereunder from time to time;

(e) references to an "Article", "Section", "Clause", "Schedule", "Annexure", or "Appendix" are references to the corresponding provisions of this Agreement unless expressly stated otherwise;

(f) the words "including", "includes", "include", "such as", and similar expressions shall be construed as meaning "including, without limitation";

(g) references to "writing", "written", or "in writing" include communications made by electronic means where such communications are recognised under applicable law and permitted by this Agreement;

(h) references to "business day" mean any day, other than a Saturday, Sunday, or public holiday, on which commercial banks are generally open for business at the location of the Company's registered office, unless otherwise specified in the applicable Order Form or Schedule;

(i) references to time shall be interpreted according to the time zone specified in the applicable Order Form or, where no time zone is specified, the time zone of the Company's registered office.

3.3 The words "Company" and "Customer" shall include their respective permitted successors and assigns wherever the context so permits.

3.4 References to any document or agreement include all schedules, annexures, appendices, exhibits, amendments, supplements, and modifications thereto, provided such documents have been duly executed or adopted in accordance with this Agreement.

3.5 Where any obligation is required to be performed by more than one person or entity, such obligation shall, unless the context otherwise requires, be deemed to be joint and several.

3.6 No rule of interpretation shall apply against either Party on the basis that such Party or its legal representatives drafted or proposed any provision of this Agreement.

3.7 In the event of any inconsistency between the provisions of this Agreement and any Schedule, Annexure, Statement of Work, or Order Form, the order of precedence specified in **Article 17 (General Provisions)** shall apply.

3.8 Unless expressly stated otherwise, references to days shall mean calendar days.

3.9 The use of the terms "shall", "must", and "will" denotes a mandatory obligation, whereas the term "may" denotes a discretionary right or permission.

3.10 This Section is intended solely to establish the rules for interpreting this Agreement and shall not itself create any independent rights or obligations except to the extent necessary for the proper construction and administration of this Agreement.

4. Recitals

The Parties acknowledge and declare the following:

A. The Company is engaged in the development, licensing, implementation, maintenance, support, and continuous enhancement of proprietary software solutions and possesses the necessary rights, expertise, and authority to license the Software described in this Agreement.

B. The Company has developed and offers a proprietary enterprise software platform known as **Aurum Flow Candle X**, together with its related modules, documentation, updates, enhancements, and associated professional services.

C. The Customer has independently evaluated the suitability of the Software for its business requirements and has voluntarily elected to obtain a licence to use the Software and, where applicable, related implementation, configuration, training, maintenance, support, and other professional services from the Company.

D. The Customer acknowledges that the effective use of the Software depends upon, among other things, proper implementation, accurate data entry, suitable infrastructure, trained users, compliance with recommended operating procedures, and the fulfilment of the Customer's obligations under this Agreement.

E. The Company has agreed to grant the Customer a limited licence to use the Software, and to provide the applicable services purchased by the Customer, subject to the terms, conditions, limitations, and obligations contained in this Agreement.

F. The Parties intend that this Agreement shall constitute the complete legal framework governing the licensing, implementation, operation, maintenance, support, and authorised use of the Software and shall define their respective rights, responsibilities, and obligations.

G. The Parties acknowledge that they have had the opportunity to review this Agreement, obtain independent legal and professional advice if they considered it appropriate, and enter into this Agreement freely, voluntarily, and without undue influence, coercion, or misrepresentation.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, rights, obligations, and other good and valuable consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be legally bound by the terms and conditions of this Agreement.

5. Important Customer Notice

The Customer is requested to read this Agreement carefully before signing or using the Software.

By executing this Agreement, installing, accessing, or using the Software, the Customer acknowledges and agrees to the following:

5.1 Complete Agreement

This Agreement constitutes the complete and exclusive agreement between the Parties concerning the Software and supersedes all prior discussions, proposals, negotiations, representations, understandings, and communications relating to its subject matter, except where expressly incorporated herein.

5.2 Customer Responsibility

The Customer acknowledges that the successful implementation and effective use of the Software depend upon several factors, including but not limited to:

(a) accurate and complete business information provided by the Customer;

(b) suitable hardware, software, network infrastructure, and operating environment;

(c) timely cooperation with the Company during implementation;

(d) adequate user training;

(e) proper configuration and use of the Software; and

(f) continued compliance with this Agreement.

5.3 Independent Evaluation

The Customer confirms that it has independently evaluated the suitability of the Software for its intended business purposes and has not relied upon any statement, representation, advertisement, demonstration, estimate, or promise that is not expressly contained in this Agreement or in a written document executed by both Parties.

5.4 No Guarantee of Business Results

Unless expressly stated in this Agreement, the Company does not guarantee that the Customer will achieve any particular:

- revenue;
- profit;
- production level;

- operational efficiency;
- business growth;
- cost savings; or
- commercial outcome,

through the use of the Software.

Any performance-related commitment shall be governed solely by the terms of the **Conditional Performance Guarantee Program**, where applicable.

5.5 Data Accuracy

The Customer is solely responsible for ensuring the accuracy, completeness, legality, and reliability of all data entered into or processed through the Software.

The Company shall not be responsible for any loss, error, or consequence arising from inaccurate, incomplete, duplicated, misleading, or unauthorised data supplied by or on behalf of the Customer.

5.6 Backup and Business Continuity

The Customer is responsible for maintaining appropriate backup procedures, disaster recovery arrangements, and business continuity plans.

Unless expressly agreed in writing, the Company is not responsible for maintaining operational backups of the Customer's business data.

5.7 Compliance with Laws

The Customer shall ensure that its installation, operation, and use of the Software comply with all applicable laws, regulations, governmental requirements, and industry standards applicable to its business and jurisdiction.

5.8 Authorised Use Only

The Software may be used only by authorised users and strictly in accordance with the licence granted under this Agreement.

Any unauthorised copying, modification, reverse engineering, distribution, sublicensing, or use beyond the licensed scope may constitute a material breach of this Agreement and may also infringe applicable intellectual property laws.

5.9 Read Before Signing

The Customer acknowledges that it has:

(a) carefully read this Agreement;

(b) understood its contents;

(c) had adequate opportunity to ask questions and seek clarification;

(d) had the opportunity to obtain independent legal, financial, or professional advice before entering into this Agreement; and

(e) voluntarily agrees to be bound by all of its terms and conditions.

5.10 Acknowledgement

By signing this Agreement or by installing, accessing, or using the Software, the Customer confirms that it accepts this Agreement in its entirety and agrees to perform all obligations contained herein in good faith.

ARTICLE 1 – DEFINITIONS

1.1 Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

"Agreement"

means this Master Software Licence Agreement, together with all Schedules, Annexures, Appendices, Exhibits, Order Forms, Statements of Work, amendments, and other documents expressly incorporated herein by reference.

"Affiliate"

means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means the ownership of more than fifty percent (50%) of the voting rights or the power to direct the management and policies of such entity.

"Authorised User"

means an employee, officer, director, contractor, consultant, or other individual who is expressly authorised by the Customer to access and use the Software strictly in accordance with this Agreement and within the scope of the licence granted.

"Business Day"

means any day, other than a Saturday, Sunday, or public holiday, on which commercial banks are generally open for business at the location of the Company's registered office, unless otherwise specified in the applicable Order Form.

"Company"

means **Aurum Flow Candle X**, its successors and permitted assigns, being the licensor of the Software under this Agreement.

"Confidential Information"

means all non-public information disclosed by one Party to the other, whether in written, electronic, oral, visual, or any other form, including but not limited to business information, software, source code, object code, algorithms, technical documentation, financial information, customer information, pricing, trade secrets, know-how, business processes, marketing plans, product roadmaps, security information, and all other information that is identified as confidential or that a reasonable person would understand to be confidential by its nature.

"Customer"

means the person or legal entity identified in this Agreement as the licensee of the Software, including its permitted successors and assigns.

"Customer Data"

means all data, records, documents, files, reports, images, information, and other content that is entered into, uploaded to, generated by, stored in, or processed through the Software by or on behalf of the Customer.

"Documentation"

means the user manuals, administrator guides, installation guides, technical documentation, release notes, online help materials, training materials, and other written or electronic documentation supplied by the Company relating to the Software.

"Effective Date"

means the date on which this Agreement becomes legally effective as specified in the execution section of this Agreement or such other date expressly agreed in writing by the Parties.

"Force Majeure Event"

means any event beyond the reasonable control of the affected Party, including natural disasters, floods, earthquakes, fire, war, terrorism, civil unrest, strikes (other than those involving the affected Party's own employees), governmental actions, epidemics, pandemics, widespread cyberattacks, interruptions to public utilities, or failures of communication networks, which materially prevent or delay the performance of contractual obligations.

"Implementation Services"

means the installation, configuration, deployment, setup, data migration (where agreed), training, testing, go-live assistance, and other professional services provided by the Company under this Agreement or any applicable Order Form.

"Intellectual Property Rights"

means all present and future intellectual property rights recognised under applicable law, including copyrights, patents, trademarks, service marks, trade names, trade dress, industrial designs, database rights, semiconductor layout rights, trade secrets, confidential information, know-how, domain names, moral rights, and all applications, registrations, renewals, extensions, and equivalent rights throughout the world.

"Licence"

means the limited, non-exclusive, non-transferable, non-sublicensable right granted by the Company to the Customer to use the Software in accordance with this Agreement.

"Order Form"

means any quotation, purchase order, commercial proposal, subscription form, licence certificate, statement of work, or other written document executed or accepted by both Parties that specifies the Software, modules, services, licence scope, fees, or other commercial terms applicable to the Customer.

"Party"

means individually either the Company or the Customer, and "Parties" means both of them collectively.

"Services"

means the implementation, configuration, training, maintenance, technical support, consulting, customisation, or other professional services that the Company expressly agrees to provide under this Agreement or an applicable Order Form.

"Software"

means the proprietary software platform known as **Aurum Flow Candle X**, including the licensed application, authorised modules, object code, updates, patches, fixes, enhancements, documentation, and other components supplied by the Company under this Agreement, but excluding any third-party software licensed under separate terms.

"Software Update"

means any patch, bug fix, maintenance release, security update, minor enhancement, or other modification released by the Company to improve, maintain, or support the Software. Unless expressly agreed otherwise, the term does not include separately licensed major version upgrades or new products.

"Support Services"

means the maintenance, technical assistance, troubleshooting, error correction, and related support services provided by the Company in accordance with this Agreement, the applicable support plan, or any Service Level Agreement (SLA).

"Term"

means the duration of this Agreement as specified in **Article 13 (Term & Termination)**, including any renewal or extension agreed by the Parties.

"Third-Party Software"

means any software, application, operating system, database, library, API, cloud service, or other technology owned or licensed by a third party that may be used in conjunction with, integrated into, or interoperable with the Software, but which is not owned by the Company.

"User Documentation"

means the Documentation provided by the Company to assist Authorised Users in the installation, operation, administration, maintenance, or use of the Software.

1.2 Interpretation of Defined Terms

1.2.1 The defined terms set out in Clause 1.1 shall have the meanings assigned to them throughout this Agreement unless the context expressly requires otherwise.

1.2.2 A defined term shall have the same meaning whether used in the singular or plural form and whether appearing in uppercase or, where the context clearly indicates, in lowercase.

1.2.3 References to a defined term include any grammatical variation or derivative of that term where the context so permits.

1.2.4 Where a term is defined in this Agreement and is also defined in any Schedule, Annexure, Appendix, Statement of Work, or Order Form, the definition contained in the Schedule, Annexure, Appendix, Statement of Work, or Order Form shall apply only for the purposes of that specific document unless expressly stated otherwise.

1.2.5 If a capitalised term is used in this Agreement but is not expressly defined in Clause 1.1, the term shall be interpreted according to:

(a) its ordinary commercial and legal meaning;

(b) the context in which it is used; and

(c) the overall purpose and intent of this Agreement.

1.2.6 The use of a defined term in one Article, Section, Schedule, Annexure, Appendix, Statement of Work, or Order Form shall not limit its application elsewhere in this Agreement unless the context expressly requires otherwise.

1.2.7 Defined terms are included solely to promote consistency, clarity, and uniform interpretation throughout this Agreement and shall not be interpreted so as to expand, restrict, or modify the substantive rights, obligations, liabilities, or remedies of either Party except where expressly provided.

1.2.8 In the event of any inconsistency between a defined term contained in this Agreement and a definition contained in any subsequently executed written amendment signed by both Parties, the definition contained in the later amendment shall prevail to the extent of such inconsistency.

ARTICLE 2 – SOFTWARE LICENCE

2.1 Grant of Licence

2.1.1 Subject to the Customer's full and continuing compliance with the terms and conditions of this Agreement, including the timely payment of all applicable licence fees and other amounts due, the Company hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to install, access, and use the Software solely for the Customer's internal business operations during the Term of this Agreement.

2.1.2 The licence granted under this Agreement is a licence to use the Software only. It does not constitute, and shall not be construed as, a sale, assignment, transfer, or conveyance of the Software or of any Intellectual Property Rights associated with the Software.

2.1.3 The Customer may use only those Software modules, features, functions, services, user licences, and other components that are expressly licensed or purchased under the applicable Order Form or other mutually executed commercial document forming part of this Agreement.

2.1.4 The Customer shall use the Software only in accordance with:

(a) this Agreement;

(b) the applicable Order Form or Statement of Work;

(c) the Documentation provided by the Company; and

(d) all applicable laws, regulations, and governmental requirements.

2.1.5 The licence granted under this Agreement is personal to the Customer and shall not be assigned, transferred, leased, rented, sublicensed, shared, or otherwise made available to any third party except with the Company's prior written consent or where expressly permitted under this Agreement.

2.1.6 Unless otherwise expressly agreed in writing, the licence granted under this Agreement is limited by the commercial terms applicable to the Customer, including, where relevant:

(a) the number of authorised users;

(b) the number of named or concurrent users;

(c) the number of companies, business units, branches, or locations;

(d) the licensed Software modules and functionality;

(e) the deployment environment, including on-premises, cloud, or hybrid deployment;

(f) the subscription or licence period; and

(g) any other limitations specified in the applicable Order Form.

2.1.7 The Company reserves the right to deliver Software updates, maintenance releases, security patches, and other modifications in accordance with this Agreement and the applicable support or maintenance plan. Unless expressly agreed otherwise, such updates shall form part of the licensed Software and shall be governed by the terms of this Agreement.

2.1.8 The licence granted under this Agreement shall automatically terminate upon termination or expiration of this Agreement unless otherwise expressly agreed in writing by the Parties.

2.1.9 All rights not expressly granted to the Customer under this Agreement are reserved exclusively by the Company.

2.2 Scope of Licence

2.2.1 Subject to the terms and conditions of this Agreement, the licence granted under Clause 2.1 authorises the Customer to install, access, and use the Software solely within the scope expressly licensed by the Company.

2.2.2 The scope of the licence shall be determined by the applicable Order Form, Commercial Proposal, Statement of Work, Licence Certificate, Subscription Plan, or any other written document executed or accepted by both Parties, and may include one or more of the following parameters:

(a) the licensed Software modules and functionality;

(b) the number of Authorised Users, whether named users, concurrent users, or any other user licensing model agreed by the Parties;

(c) the number of companies, business units, legal entities, manufacturing facilities, branches, warehouses, or operational locations authorised to use the Software;

(d) the approved deployment model, including on-premises, cloud-based, hosted, hybrid, or any other mutually agreed deployment environment;

(e) the approved server, database, or computing environment;

(f) the subscription period, licence term, or authorised duration of use;

(g) any transaction, processing, storage, or usage limits expressly specified in the applicable commercial documentation; and

(h) any additional limitations or entitlements expressly agreed in writing by the Parties.

2.2.3 The Customer may permit access to the Software only by its Authorised Users who require such access for the Customer's legitimate internal business operations and who comply with the terms of this Agreement.

2.2.4 The Software shall be used solely for the Customer's own internal business purposes and shall not be used for the benefit of any third party unless expressly authorised in writing by the Company.

2.2.5 The Customer may make a reasonable number of backup or archival copies of the Software only where technically necessary for disaster recovery or business continuity purposes, provided that:

(a) such copies remain under the Customer's exclusive control;

(b) all copyright notices, proprietary legends, and other intellectual property notices are retained without alteration; and

(c) such copies are not used for production, commercial, or operational purposes except where required to restore the Customer's authorised production environment following a system failure or disaster recovery event.

2.2.6 The Customer may use the Documentation solely in connection with the authorised use of the Software and may reproduce reasonable portions of the Documentation for the internal training and operational needs of its Authorised Users, provided that all proprietary notices are preserved.

2.2.7 Any expansion of the licence beyond the approved scope, including additional users, locations, modules, functionality, integrations, or deployment environments, shall require the Company's prior written approval and may be subject to additional licence fees or revised commercial terms.

2.2.8 Nothing contained in this Agreement shall be construed as granting the Customer any ownership interest in the Software, its source code, object code, Documentation, Intellectual Property Rights, or any related technology, except for the limited right to use the Software expressly granted under this Agreement.

2.2.9 The scope of the licence granted under this Agreement shall remain subject to the Customer's continuing compliance with all applicable obligations contained herein, including payment obligations, licence conditions, operational responsibilities, and applicable laws.

2.3 Licence Restrictions

2.3.1 Except to the extent expressly permitted under this Agreement or required by applicable law, the Customer shall not, and shall not permit any third party to:

(a) copy, reproduce, duplicate, or distribute the Software, in whole or in part, except for authorised backup copies expressly permitted under this Agreement;

(b) sell, resell, lease, rent, license, sublicense, assign, transfer, pledge, or otherwise make the Software available to any third party;

(c) permit any unauthorised person to access or use the Software;

(d) use the Software for the benefit of any third party, including as part of a service bureau, outsourcing arrangement, managed service, software-as-a-service (SaaS), application service provider (ASP), hosting service, or similar commercial offering, unless expressly authorised in writing by the Company;

(e) reverse engineer, decompile, disassemble, decode, decrypt, or otherwise attempt to derive or discover the source code, underlying structure, algorithms, logic, or trade secrets of the Software, except to the limited extent that such restriction is prohibited by applicable law and cannot lawfully be excluded by agreement;

(f) modify, adapt, translate, customise, enhance, create derivative works from, merge, or otherwise alter the Software without the Company's prior written consent;

(g) remove, alter, obscure, or interfere with any copyright notice, trademark, proprietary legend, licence key, security feature, or other identification appearing on or within the Software;

(h) circumvent, disable, bypass, interfere with, or attempt to defeat any security mechanism, licence management system, authentication process, access control, encryption technology, or technical protection measure incorporated into the Software;

(i) use the Software in a manner that exceeds the licensed scope, including exceeding authorised users, locations, companies, modules, subscription limits, or other licence parameters specified in the applicable commercial documentation;

(j) use the Software for any unlawful, fraudulent, deceptive, harmful, or unauthorised purpose, or in violation of any applicable law, regulation, court order, or governmental requirement;

(k) introduce, upload, transmit, or distribute through the Software any malicious code, virus, worm, Trojan horse, ransomware, spyware, or other harmful software or code;

(l) knowingly use the Software in a manner that may damage, disrupt, overload, impair, or compromise the Software or the Company's systems or services;

(m) represent or imply that the Software has been developed, owned, certified, endorsed, or supported by any person or organisation other than the Company, except where expressly authorised in writing.

2.3.2 The Customer shall implement reasonable administrative, technical, and organisational measures to ensure that its Authorised Users comply with the terms of this Agreement.

2.3.3 The Customer shall remain responsible and liable for all acts, omissions, and use of the Software by its Authorised Users, employees, contractors, consultants, agents, and any other person accessing the Software through the Customer's accounts, credentials, systems, or facilities.

2.3.4 If the Customer becomes aware of any unauthorised access, unauthorised use, licence breach, security compromise, or suspected infringement relating to the Software, the Customer shall promptly notify the Company and shall cooperate in good faith to investigate and mitigate the issue.

2.3.5 Any use of the Software beyond the scope of the licence granted under this Agreement shall constitute a material breach of this Agreement and may entitle the Company, subject to the terms of this Agreement and applicable law, to suspend or terminate the licence and pursue any other contractual or legal remedies available.

2.3.6 Nothing contained in this Clause shall restrict any right that cannot lawfully be excluded or limited under the mandatory provisions of applicable law.

2.4 Reservation of Rights

2.4.1 Except for the limited licence expressly granted to the Customer under this Agreement, the Company reserves and retains all rights, title, and interest in and to the Software and all associated Intellectual Property Rights.

2.4.2 Nothing contained in this Agreement shall be construed as granting, assigning, transferring, conveying, or otherwise conferring upon the Customer any ownership interest in or to:

(a) the Software;

(b) the source code;

(c) the object code;

(d) the software architecture;

(e) algorithms;

(f) business logic;

(g) databases, database structures, or database designs developed by the Company;

(h) Documentation;

(i) trademarks, trade names, logos, branding, or other proprietary identifiers of the Company;

(j) trade secrets, know-how, methodologies, processes, techniques, or development tools; or

(k) any other Intellectual Property Rights owned, controlled, or licensed by the Company.

2.4.3 The Customer acknowledges that the Software contains valuable confidential information and proprietary technology developed through substantial investment of skill, time, effort, expertise, and financial resources, and agrees to take reasonable measures to protect such rights from unauthorised use, disclosure, copying, or exploitation.

2.4.4 Any enhancement, update, upgrade, modification, correction, patch, new release, additional functionality, or other improvement developed, created, or supplied by the Company in relation to the Software shall remain the exclusive property of the Company unless expressly agreed otherwise in a written agreement signed by both Parties.

2.4.5 Any suggestions, recommendations, feedback, ideas, enhancement requests, or other comments voluntarily provided by the Customer regarding the Software may be used by the Company for the purpose of improving, developing, maintaining, or enhancing its products and services, without restriction and without any obligation to compensate the

Customer, provided that such use does not disclose the Customer's Confidential Information or identify the Customer without its prior written consent.

2.4.6 No implied licence, implied right, or other right of use shall arise by implication, estoppel, course of dealing, or otherwise. The Customer shall have only those rights that are expressly granted under this Agreement.

2.4.7 The Company's failure to exercise or enforce any right relating to its Intellectual Property Rights at any time shall not constitute a waiver of such rights or prevent the Company from exercising or enforcing those rights in the future.

2.4.8 All rights not expressly granted to the Customer under this Agreement are hereby expressly reserved by the Company.

2.5 Licence Verification

2.5.1 The Company may, upon providing reasonable prior written notice, verify the Customer's compliance with the licence granted under this Agreement solely for the purpose of confirming that the Software is being used within the authorised scope of the licence.

2.5.2 Licence verification may include, where reasonably necessary:

(a) verification of the number of Authorised Users;

(b) verification of licensed Software modules and functionality in use;

(c) verification of the number of companies, branches, business units, locations, servers, or deployment environments authorised under the applicable licence;

(d) review of licence keys, activation records, or Software-generated licence information;

(e) review of relevant system-generated reports relating to licence utilisation; and

(f) such other reasonable verification activities as are directly related to confirming compliance with this Agreement.

2.5.3 Unless otherwise required by applicable law or necessary to investigate suspected fraud or deliberate licence misuse, licence verification shall:

(a) be conducted during the Customer's normal business hours;

(b) be carried out in a manner that minimises disruption to the Customer's business operations;

(c) be limited to information reasonably necessary to verify licence compliance; and

(d) respect the Customer's Confidential Information and applicable data protection obligations.

2.5.4 The Customer shall provide reasonable cooperation during the licence verification process, including access to relevant records, system information, and authorised personnel, to the extent reasonably necessary to verify compliance with the licensed scope.

2.5.5 The Company shall treat all non-public information obtained during the licence verification process as the Customer's Confidential Information and shall use such information solely for the purpose of verifying compliance with this Agreement, except where disclosure is required by applicable law or a competent governmental or judicial authority.

2.5.6 If the licence verification identifies use of the Software beyond the authorised licence scope, the Company shall notify the Customer in writing, setting out reasonable details of the non-compliance.

The Customer shall, within thirty (30) days of receiving such notice, unless otherwise agreed in writing:

(a) cease the non-compliant use; or

(b) purchase the additional licences, modules, users, services, or other entitlements necessary to regularise such use.

2.5.7 Nothing in this Clause shall prevent the Company from exercising any other contractual or legal rights available under this Agreement or applicable law in the event of a material or deliberate breach of the licence terms.

2.5.8 The rights granted under this Clause shall survive the termination or expiration of this Agreement only to the extent reasonably necessary to verify compliance relating to the period during which the Software was licensed and used under this Agreement.

ARTICLE 3 – CONDITIONAL PERFORMANCE GUARANTEE PROGRAM

3.1 Nature of the Program

3.1.1 The Company offers a **Conditional Performance Guarantee Program** ("**Program**") as a commercial assurance to eligible Customers who implement and use the Software in accordance with this Agreement and any applicable commercial documents executed between the Parties.

3.1.2 The Program is intended to demonstrate the Company's confidence in the quality, functionality, and operational capabilities of the Software while encouraging its proper implementation and effective use by the Customer.

3.1.3 The Program forms part of this Agreement only where it is expressly included in the applicable Order Form, Commercial Proposal, Licence Certificate, or any other written document executed or accepted by both Parties.

3.1.4 Participation in the Program is voluntary and is subject to the Customer's continuous compliance with:

(a) this Agreement;

(b) the applicable Order Form or Statement of Work;

(c) the implementation methodology prescribed by the Company;

(d) all operational responsibilities specified under this Agreement; and

(e) the eligibility requirements set out in this Article.

3.1.5 The Program is a contractual commercial commitment and shall not be construed as:

(a) an insurance policy;

(b) a financial guarantee;

(c) a guarantee of business success;

(d) a guarantee of profitability;

(e) a guarantee of increased production, revenue, or operational efficiency; or

(f) a guarantee of compliance with any statutory, regulatory, or industry-specific requirement.

3.1.6 The Program is intended solely to provide the Customer with an agreed contractual process through which the Company may evaluate any performance-related concern arising from the Customer's authorised use of the Software and, where appropriate, provide the remedies expressly contemplated under this Agreement.

3.1.7 The Program shall be governed exclusively by:

(a) this Article;

(b) the applicable Schedule relating to the Conditional Performance Guarantee Program;

(c) the applicable Order Form; and

(d) any written amendment executed by authorised representatives of both Parties.

3.1.8 Nothing contained in the Program shall modify, expand, or limit the Company's rights or the Customer's obligations under any other provision of this Agreement except to the extent expressly stated herein.

3.2 Eligibility Requirements

3.2.1 The Customer shall be eligible to participate in the Conditional Performance Guarantee Program only if all of the eligibility requirements set out in this Article and the applicable commercial documents are satisfied throughout the applicable evaluation period.

3.2.2 To remain eligible, the Customer shall:

(a) have entered into a valid and binding Agreement with the Company;

(b) have paid all licence fees, implementation charges, subscription fees, maintenance charges, and all other amounts due under this Agreement within the applicable payment terms, unless otherwise agreed in writing;

(c) use only genuine, licensed, and authorised copies of the Software supplied or approved by the Company;

(d) install, configure, operate, and maintain the Software in accordance with the Company's Documentation, implementation guidelines, and reasonable operational recommendations;

(e) ensure that the Software is used only by Authorised Users and only within the licensed scope granted under this Agreement;

(f) maintain suitable hardware, operating systems, network infrastructure, database environment, and other technical prerequisites reasonably required for the proper operation of the Software;

(g) provide complete, accurate, and reliable business information, master data, and operational data necessary for the proper functioning of the Software;

(h) cooperate in good faith with the Company's implementation, training, maintenance, support, and verification activities;

(i) promptly report any material Software issue or suspected defect to the Company and provide reasonable information necessary for investigation and resolution;

(j) comply with all material obligations contained in this Agreement and any applicable Order Form, Statement of Work, or other mutually executed commercial document.

3.2.3 The Customer acknowledges that continued eligibility under the Program depends upon its ongoing compliance with the eligibility requirements set out in this Clause and is not determined solely at the commencement of the Agreement.

3.2.4 The Company may request reasonable information or documentation for the limited purpose of verifying the Customer's continued eligibility under the Program, provided that such request is directly related to the administration of the Program and is made in accordance with the confidentiality obligations contained in this Agreement.

3.2.5 A temporary failure to satisfy one or more eligibility requirements shall not automatically result in permanent disqualification from the Program if:

(a) the failure is capable of being remedied;

(b) the Customer remedies such failure within a reasonable period after receiving written notice from the Company; and

(c) the failure has not materially affected the Company's ability to evaluate the Customer's claim under the Program.

3.2.6 The burden of demonstrating compliance with the eligibility requirements shall rest upon the Customer to the extent that such compliance relates to matters within the Customer's knowledge, possession, or control.

3.2.7 Satisfaction of the eligibility requirements under this Clause does not, by itself, entitle the Customer to any remedy under the Program. Any entitlement shall remain subject to the verification process, exclusions, and other provisions contained in this Agreement.

3.3 Customer Obligations

3.3.1 As a condition of continued participation in the Conditional Performance Guarantee Program, the Customer shall, throughout the applicable evaluation period and thereafter where relevant:

(a) use the Software in accordance with this Agreement, the applicable Order Form, the Documentation, and the Company's reasonable written instructions;

(b) ensure that the Software is used only by Authorised Users within the licensed scope;

(c) operate the Software in its normal business environment and for its intended business purposes;

(d) maintain complete, accurate, and up-to-date business records and operational data within the Software to the extent reasonably required for its intended use;

(e) promptly report any material Software issue, suspected defect, or operational difficulty to the Company through the designated support channels;

(f) provide the Company with reasonable access to information, personnel, and system-generated reports required to investigate and resolve reported issues, subject to the confidentiality provisions of this Agreement;

(g) implement, within a reasonable time, Software updates, patches, fixes, or configuration changes designated by the Company as necessary to maintain proper operation, security, or compatibility of the Software;

(h) ensure that its employees and Authorised Users participate in the training or orientation reasonably required for the effective operation of the Software, where such training has been provided or made available by the Company;

(i) maintain appropriate backup, disaster recovery, and business continuity procedures in accordance with this Agreement; and

(j) cooperate in good faith with the Company during implementation, support, troubleshooting, verification, and evaluation activities carried out under the Program.

3.3.2 The Customer shall designate one or more authorised representatives who shall serve as the primary points of contact for communications relating to the Program and who shall be authorised to provide information, coordinate activities, and make operational decisions on behalf of the Customer.

3.3.3 The Customer shall notify the Company without undue delay of any material change that may affect the operation of the Software or the administration of the Program, including, where applicable:

(a) significant changes to business operations;

(b) major infrastructure changes;

(c) relocation of the Software environment;

(d) changes in key operational processes;

(e) merger, acquisition, restructuring, or change of control; or

(f) any other circumstance reasonably likely to affect the evaluation of the Program.

3.3.4 The Customer shall not knowingly conceal, withhold, manipulate, or misrepresent any information that is material to the administration, verification, or evaluation of the Program.

3.3.5 The Customer acknowledges that the Company's ability to evaluate any performance-related concern under the Program depends upon the Customer's timely cooperation and compliance with the obligations set out in this Clause.

3.3.6 Failure by the Customer to comply with the obligations contained in this Clause may be taken into account by the Company when assessing the Customer's eligibility or any claim made under the Program. Where such failure is capable of being remedied, the Company shall, where reasonably practicable, provide the Customer with written notice and a reasonable opportunity to cure the non-compliance before determining that the Customer is no longer eligible under the Program.

3.3.7 Nothing in this Clause shall relieve the Company of its own contractual obligations under this Agreement, nor shall it require the Customer to perform obligations beyond those expressly stated in this Agreement.

3.4 Verification Process

3.4.1 If the Customer submits a request for evaluation or makes a claim under the Conditional Performance Guarantee Program, the Company shall be entitled to conduct a reasonable verification process to determine whether the Customer has complied with the requirements of this Agreement and whether the conditions of the Program have been satisfied.

3.4.2 The verification process shall be conducted in good faith, in a fair and commercially reasonable manner, and shall be limited to matters that are directly relevant to the Customer's participation in the Program.

3.4.3 For the purposes of verification, the Company may, upon providing reasonable prior notice where practicable, undertake one or more of the following activities:

(a) review the Customer's implementation records;

(b) examine relevant Software configuration settings;

(c) review Software-generated operational, audit, or licence reports;

(d) verify the licensed modules, Authorised Users, and deployment environment;

(e) review relevant support requests, maintenance records, and issue resolution history;

(f) request reasonable explanations or supporting documentation relating to the Customer's use of the Software;

(g) conduct remote diagnostic sessions or on-site verification where reasonably necessary and mutually coordinated with the Customer; and

(h) undertake any other reasonable verification activity directly related to the administration of the Program.

3.4.4 The Customer shall provide reasonable cooperation during the verification process, including access to relevant records, authorised personnel, and information reasonably required to assess the claim, provided that such access does not require the Customer to disclose information that is unrelated to the Program or legally protected from disclosure.

3.4.5 The Company shall make reasonable efforts to complete the verification process within a commercially reasonable period after receiving all information reasonably required for the evaluation. Where additional information is requested from the Customer, the verification period shall be extended by the time reasonably required to receive and review such information.

3.4.6 During the verification process, both Parties shall cooperate in good faith to identify the cause of any reported issue and, where reasonably practicable, attempt to resolve the issue before determining whether any remedy under the Program is applicable.

3.4.7 The Company shall maintain the confidentiality of all non-public information obtained during the verification process in accordance with the confidentiality provisions of this Agreement and shall use such information solely for the administration of the Program, except where disclosure is required by applicable law or by a competent governmental or judicial authority.

3.4.8 Completion of the verification process shall not, by itself, constitute an admission of liability, acceptance of a claim, or confirmation that the Customer is entitled to any remedy under the Program. Any determination shall be made in accordance with this Article and the other applicable provisions of this Agreement.

3.4.9 The Company shall communicate the outcome of the verification process to the Customer in writing, together with a summary of its findings and, where applicable, any recommended corrective actions, proposed remedies, or reasons for declining the claim.

3.5 Exclusions

3.5.1 The Conditional Performance Guarantee Program shall not apply, and the Company shall have no obligation to provide any remedy under the Program, where any reported issue, deficiency, or claimed non-performance arises wholly or partly from one or more of the following circumstances:

(a) the Customer's failure to comply with this Agreement, any applicable Order Form, Statement of Work, or other mutually executed commercial document;

(b) non-payment or delayed payment of any licence fees, subscription fees, maintenance charges, or other amounts due under this Agreement;

(c) installation, configuration, modification, repair, or maintenance of the Software by any person not authorised by the Company;

(d) use of the Software in a manner inconsistent with the Documentation, implementation guidelines, or the Company's reasonable written instructions;

(e) operation of the Software beyond the licensed scope, including unauthorised users, modules, locations, companies, servers, or deployment environments;

(f) inaccurate, incomplete, duplicated, corrupted, misleading, or unauthorised data entered into or processed through the Software by or on behalf of the Customer;

(g) failure to implement mandatory updates, security patches, or corrective measures designated by the Company within a reasonable period after notification;

(h) failure or inadequacy of the Customer's hardware, operating systems, network infrastructure, internet connectivity, database environment, power supply, or other third-party systems necessary for the proper operation of the Software;

(i) malfunction, incompatibility, interruption, or failure of third-party software, hardware, cloud services, application programming interfaces (APIs), or other external technologies that are not owned or controlled by the Company;

(j) cyberattacks, malware, ransomware, viruses, unauthorised access, data breaches, or other security incidents not caused by a defect in the Software supplied by the Company;

(k) misuse, negligence, wilful misconduct, fraudulent activity, or unauthorised acts or omissions of the Customer, its employees, contractors, consultants, agents, or Authorised Users;

(l) failure by the Customer to maintain reasonable backup, disaster recovery, or business continuity arrangements in accordance with this Agreement;

(m) any Force Majeure Event or other circumstance beyond the Company's reasonable control;

(n) changes in applicable laws, regulations, taxation requirements, governmental policies, industry standards, or regulatory requirements occurring after the Effective Date that materially affect the Customer's business operations or use of the Software;

(o) business decisions, management practices, operational policies, staffing decisions, market conditions, customer demand, financial performance, or other commercial factors unrelated to the functionality of the Software.

3.5.2 The Program does not guarantee:

(a) uninterrupted or error-free operation of the Software at all times;

(b) compatibility with every third-party product, service, or technology;

(c) achievement of any particular business, financial, operational, production, sales, or profitability objective;

(d) compliance with industry-specific regulatory requirements unless expressly agreed in writing by the Company; or

(e) outcomes that depend substantially upon factors outside the Company's reasonable control.

3.5.3 Where a reported issue results partly from circumstances attributable to the Company and partly from one or more of the exclusions set out in this Clause, the Company shall assess the matter in good faith and determine, acting reasonably, whether any remedy is appropriate under the Program.

3.5.4 The Company shall not rely upon an exclusion under this Clause in an arbitrary or unreasonable manner and shall, where reasonably practicable, explain to the Customer the basis upon which the relevant exclusion has been applied.

3.5.5 The exclusions contained in this Clause apply solely to the Conditional Performance Guarantee Program and shall not, by themselves, limit or exclude any other rights or remedies that either Party may have under this Agreement or under applicable law, unless expressly stated otherwise.

3.6 Company's Determination

3.6.1 Upon completion of the verification process, the Company shall review all relevant information, records, documentation, and findings and shall determine, acting reasonably and in good faith, whether the Customer has satisfied the requirements of the Conditional Performance Guarantee Program.

3.6.2 In making its determination, the Company may consider, among other relevant factors:

(a) the Customer's compliance with this Agreement;

(b) the Customer's eligibility under Clause 3.2;

(c) the Customer's fulfilment of its obligations under Clause 3.3;

(d) the findings of the verification process under Clause 3.4;

(e) the applicability of any exclusions under Clause 3.5; and

(f) any other relevant facts or circumstances that materially affect the administration of the Program.

3.6.3 Following its assessment, the Company shall notify the Customer in writing of its determination within a commercially reasonable period after completion of the verification process.

3.6.4 Where the Company determines that the Customer has satisfied the applicable requirements of the Program and that a qualifying issue exists, the Company shall, subject to this Agreement and the applicable commercial documents, determine the appropriate remedy. Such remedy may include, where applicable:

(a) corrective configuration or optimisation of the Software;

(b) implementation assistance or technical support;

(c) additional user training;

(d) provision of Software updates, patches, or corrections;

(e) extension of the evaluation period;

(f) any other commercially reasonable remedial measure expressly contemplated under this Agreement or the applicable Order Form.

3.6.5 The Company shall not be required to provide any remedy that is inconsistent with this Agreement or that relates to matters excluded under Clause 3.5.

3.6.6 Where the Company determines that the Customer is not entitled to a remedy under the Program, the Company shall provide the Customer with a written explanation summarising the principal reasons for its determination.

3.6.7 If the Customer disagrees with the Company's determination, the Customer may, within thirty (30) days of receiving the written determination, submit a written request for reconsideration together with any additional information or supporting documentation that was not previously available. The Company shall review the additional information in good faith and communicate its final determination in writing.

3.6.8 Nothing in this Clause shall prevent either Party from exercising any rights or remedies available under this Agreement, including the dispute resolution provisions set out in **Article 15 (Governing Law & Dispute Resolution)**, where a dispute remains unresolved after completion of the process described in this Article.

3.6.9 The Company's determination under the Conditional Performance Guarantee Program relates solely to the administration of that Program and shall not be construed as an admission of liability, breach of contract, negligence, or any other legal responsibility except where expressly acknowledged by the Company in writing or determined by a court or arbitral tribunal of competent jurisdiction.

ARTICLE 4 – COMMERCIAL TERMS

4.1 Licence Fees

4.1.1 In consideration of the licence granted under this Agreement and, where applicable, the implementation, configuration, training, maintenance, support, subscription, and other professional services provided by the Company, the Customer shall pay the licence fees and all other applicable charges specified in the relevant Order Form, Commercial Proposal, Statement of Work, Quotation, Invoice, or any other commercial document executed or accepted by both Parties.

4.1.2 The applicable licence fees shall be determined in accordance with the commercial model agreed between the Parties and may include, where applicable:

(a) perpetual licence fees;

(b) subscription licence fees;

(c) user-based licence fees;

(d) module-based licence fees;

(e) enterprise licence fees;

(f) implementation and deployment charges;

(g) configuration and customisation charges;

(h) training fees;

(i) annual maintenance or support charges;

(j) Software upgrade or enhancement fees;

(k) professional service fees; and

(l) any other charges expressly agreed in writing by the Parties.

4.1.3 Unless expressly stated otherwise in the applicable commercial documents, the licence fees payable under this Agreement relate only to the Software modules, functionality, services, and licence scope expressly purchased by the Customer.

4.1.4 Any request by the Customer for additional users, modules, functionality, integrations, locations, companies, deployment environments, custom developments, or other services beyond the originally licensed scope may be subject to additional fees at the Company's then-current commercial rates or at such rates as may be mutually agreed in writing.

4.1.5 All licence fees and other commercial charges are exclusive of applicable taxes, duties, levies, or governmental charges unless expressly stated otherwise in the applicable commercial documentation.

4.1.6 The Customer acknowledges that the Company's pricing has been determined based upon the agreed licence scope, implementation requirements, support obligations, and other commercial assumptions existing as of the Effective Date. Any material change in the agreed scope of work may require a corresponding adjustment to the applicable fees, subject to the mutual written agreement of the Parties.

4.1.7 Except where expressly provided in this Agreement or required by applicable law, all licence fees and other charges paid or payable under this Agreement are non-refundable.

4.1.8 Nothing contained in this Clause limits the Parties' ability to agree in writing to promotional pricing, volume discounts, special commercial arrangements, staged payment plans, or other mutually agreed commercial terms, provided that such arrangements are recorded in the applicable commercial documentation executed or accepted by both Parties.

4.2 Payment Terms

4.2.1 The Customer shall pay all licence fees and other amounts payable under this Agreement in accordance with the payment terms specified in the applicable Order Form, Commercial Proposal, Statement of Work, Invoice, or other commercial document executed or accepted by both Parties.

4.2.2 Unless otherwise expressly agreed in writing, all invoices issued by the Company shall be payable within the period specified in the applicable invoice, calculated from the invoice date.

4.2.3 All payments shall be made:

(a) in the agreed currency specified in the applicable commercial documentation;

(b) by electronic bank transfer or such other payment method as may be approved by the Company; and

(c) to the bank account or payment facility designated by the Company.

4.2.4 The Customer shall ensure that all payments are made in full, without deduction, set-off, counterclaim, withholding, or adjustment, except where such deduction or withholding is required by applicable law.

4.2.5 Where any deduction or withholding is required by applicable law, the Customer shall:

(a) comply with all applicable legal requirements;

(b) promptly provide the Company with the relevant statutory certificates or other documentary evidence of such deduction or withholding; and

(c) cooperate with the Company in obtaining any available tax credits or relief.

4.2.6 Payment shall be deemed to have been received only when the full cleared amount has been credited to the Company's designated bank account or other approved payment facility.

4.2.7 If the Customer disputes any portion of an invoice, the Customer shall:

(a) notify the Company in writing before the applicable payment due date;

(b) specify the reasons for the dispute in reasonable detail; and

(c) pay the undisputed portion of the invoice in accordance with this Agreement.

The Parties shall use reasonable efforts to resolve the disputed amount promptly and in good faith.

4.2.8 Unless otherwise expressly agreed in writing, the Customer shall be responsible for all bank charges, foreign exchange costs, remittance fees, and similar transaction costs incurred in making payments under this Agreement, while the Company shall remain responsible for charges imposed by its own receiving bank.

4.2.9 Acceptance of any payment by the Company shall not constitute a waiver of any other rights or remedies available under this Agreement, nor shall it be construed as acceptance of any breach by the Customer.

4.2.10 The payment obligations contained in this Agreement are independent of the Customer's operational use of the Software and shall remain enforceable except to the extent otherwise expressly provided in this Agreement or required by applicable law.

4.3 Taxes

4.3.1 Unless expressly stated otherwise in the applicable Order Form, Commercial Proposal, Invoice, or other commercial documentation, all fees, charges, and amounts payable under this Agreement are exclusive of applicable taxes.

4.3.2 The Customer shall be responsible for the payment of all applicable taxes, duties, levies, imposts, cess, value-added tax (VAT), goods and services tax (GST), sales tax, use tax, withholding tax, or any other similar governmental charges imposed in connection with:

(a) the licence of the Software;

(b) implementation services;

(c) maintenance and support services;

(d) subscription services;

(e) professional services; and

(f) any other goods or services supplied under this Agreement,

except for taxes imposed solely upon the Company's net income, corporate profits, or similar taxes measured exclusively by the Company's income.

4.3.3 Where the Company is required by applicable law to collect or remit any taxes in connection with this Agreement, such taxes shall be charged separately on the applicable invoice and shall be paid by the Customer in addition to the fees otherwise payable.

4.3.4 Where the Customer is required by applicable law to deduct or withhold any tax from a payment due to the Company, the Customer shall:

(a) make such deduction or withholding only to the extent required by law;

(b) remit the deducted amount to the appropriate governmental authority within the prescribed time;

(c) provide the Company, without undue delay, with the official tax deduction certificate, withholding certificate, or other documentary evidence required to enable the Company to claim the corresponding tax credit or relief, where applicable.

4.3.5 Each Party shall be responsible for complying with its respective tax reporting, filing, registration, and statutory obligations arising under applicable law.

4.3.6 If any tax authority determines that additional taxes, interest, penalties, or similar governmental charges are payable due solely to the failure of one Party to comply with its legal obligations under this Clause, that Party shall be responsible for such additional amounts to the extent permitted by applicable law.

4.3.7 The Parties shall cooperate in good faith to obtain the benefit of any applicable tax exemption, reduced tax rate, treaty benefit, input tax credit, or similar relief available under applicable law, provided that neither Party shall be required to incur unreasonable cost or administrative burden in doing so.

4.3.8 Nothing contained in this Clause shall require either Party to pay any tax that, under applicable law, is expressly imposed solely upon the other Party.

4.4 Late Payment

4.4.1 The Customer shall pay all amounts due under this Agreement on or before the applicable payment due date specified in the relevant invoice or other commercial documentation.

4.4.2 If any undisputed amount remains unpaid after its due date, the Company may issue a written notice requiring payment of the overdue amount.

4.4.3 If the overdue amount is not paid within the period specified in the written notice, the Company may charge interest on the overdue amount from the original due date until the date of actual payment (both before and after judgment), at the lesser of:

(a) **one and one-half percent (1.5%) per month** (equivalent to **eighteen percent (18%) per annum**); or

(b) the maximum rate permitted under the applicable law.

4.4.4 Interest charged under this Clause is intended as compensation for delayed payment and shall not limit or prejudice any other rights or remedies available to the Company under this Agreement or applicable law.

4.4.5 The Company may apply any payment received from the Customer first towards accrued interest, collection costs (where recoverable under applicable law), and thereafter towards the oldest outstanding principal amounts, unless otherwise required by applicable law or expressly agreed in writing.

4.4.6 If the Customer disputes any invoice or any part thereof in accordance with Clause 4.2.7, interest under this Clause shall not apply to the disputed amount until the dispute has been resolved, provided that:

(a) the dispute has been raised in good faith;

(b) the Customer has complied with the dispute procedure set out in this Agreement; and

(c) the Customer has paid all undisputed amounts when due.

4.4.7 Repeated or persistent late payments by the Customer may constitute a material breach of this Agreement and may entitle the Company to exercise its rights under Clause 4.5 (Suspension for Non-Payment), Article 13 (Term & Termination), or any other applicable provision of this Agreement.

4.4.8 Nothing contained in this Clause shall prevent the Parties from agreeing in writing to an alternative payment arrangement, instalment plan, or revised payment schedule before the Company exercises any rights arising from the Customer's late payment.

4.5 Suspension for Non-Payment

4.5.1 If the Customer fails to pay any undisputed amount due under this Agreement within the applicable payment period and continues to remain in default after receiving the written notice referred to in Clause 4.4, the Company may, without prejudice to any other rights or remedies available under this Agreement or applicable law, suspend one or more of the following until the default has been remedied:

(a) access to the Software;

(b) issuance of licence keys or licence renewals;

(c) implementation or deployment services;

(d) maintenance and technical support services;

(e) Software updates, upgrades, patches, or enhancements;

(f) professional services; and

(g) any other services being provided under this Agreement.

4.5.2 Before exercising its right of suspension, the Company shall provide the Customer with a written notice specifying:

(a) the amount overdue;

(b) the nature of the payment default;

(c) the actions required to remedy the default; and

(d) a reasonable period within which the Customer may cure the default before the suspension takes effect.

4.5.3 During any period of suspension:

(a) the Customer shall remain liable for all amounts due under this Agreement;

(b) the Company's contractual obligations relating to the suspended services shall be suspended to the corresponding extent;

(c) the Agreement shall otherwise remain in full force and effect unless terminated in accordance with its terms.

4.5.4 Upon the Customer remedying the payment default, including payment of all undisputed outstanding amounts together with any applicable interest payable under Clause 4.4, the Company shall use commercially reasonable efforts to restore the suspended Software access and services within a reasonable period, subject to any technical requirements necessary for restoration.

4.5.5 The Company shall not be liable for any delay, interruption, loss of business, loss of profit, loss of data, or other consequence that directly results from a suspension lawfully imposed under this Clause, provided that the suspension has been carried out in accordance with this Agreement.

4.5.6 The Company's exercise of its right of suspension under this Clause shall not constitute a waiver of its right to recover outstanding amounts, charge applicable interest, terminate this Agreement where permitted, or pursue any other contractual or legal remedy available under this Agreement or applicable law.

4.5.7 Nothing contained in this Clause shall prevent the Parties from mutually agreeing in writing to a revised payment schedule or other commercial arrangement before or after any suspension takes effect.

4.5.8 The rights contained in this Clause are intended to encourage prompt resolution of payment defaults and shall be exercised by the Company in good faith and in a commercially reasonable manner.

ARTICLE 5 – CUSTOMER OBLIGATIONS & OPERATIONAL RESPONSIBILITIES

5.1 General Customer Obligations

5.2 Operational Responsibilities

5.3 Authorised Users

5.4 Customer Infrastructure

5.5 Data Accuracy & Data Management

5.6 Security Responsibilities

5.7 Customer Cooperation

5.8 Prohibited Operational Conduct

5.9 Customer Acknowledgements

5.10 Continuing Obligations

ARTICLE 5 – CUSTOMER OBLIGATIONS & OPERATIONAL RESPONSIBILITIES

5.1 General Customer Obligations

5.1.1 The Customer shall use the Software in a lawful, responsible, and commercially reasonable manner and shall comply with all obligations set forth in this Agreement, the applicable Order Form, the Documentation, and any other mutually executed commercial documents forming part of this Agreement.

5.1.2 The Customer shall remain responsible for the proper administration, management, and supervision of its use of the Software and shall ensure that its employees, Authorised Users, contractors, consultants, agents, and any other persons accessing the Software on its behalf comply with the terms and conditions of this Agreement.

5.1.3 The Customer shall exercise reasonable skill, care, and diligence in the operation of the Software and shall use the Software solely for its legitimate internal business purposes and within the scope of the licence granted under this Agreement.

5.1.4 The Customer shall promptly perform all obligations reasonably necessary to facilitate the successful implementation, operation, maintenance, support, and continued use of the Software, including providing timely information, decisions, approvals, access, and cooperation where reasonably requested by the Company.

5.1.5 The Customer shall designate one or more competent representatives who shall be authorised to communicate with the Company, coordinate implementation and support activities, approve operational decisions where required, and receive notices relating to the Software and this Agreement.

5.1.6 The Customer shall ensure that all information, documents, records, specifications, business requirements, configurations, and other materials supplied to the Company are accurate, complete, lawful, and, to the best of the Customer's knowledge, free from material errors or omissions.

5.1.7 The Customer shall immediately notify the Company upon becoming aware of any circumstance that may materially affect:

(a) the implementation of the Software;

(b) the operation of the Software;

(c) the security of the Software;

(d) the integrity of Customer Data;

(e) the Customer's continued compliance with this Agreement; or

(f) the Company's ability to perform its obligations under this Agreement.

5.1.8 The Customer shall obtain and maintain all approvals, licences, authorisations, consents, and permissions required under applicable law for its business operations and for its lawful use of the Software.

5.1.9 The Customer acknowledges that the Company's ability to perform its obligations under this Agreement depends, in part, upon the Customer's timely fulfilment of its own obligations. Any delay, omission, or failure by the Customer may reasonably affect implementation timelines, support services, project milestones, or other obligations of the Company to the extent directly caused by such delay, omission, or failure.

5.1.10 The obligations contained in this Clause are in addition to, and not in substitution for, any other obligations of the Customer contained elsewhere in this Agreement.

5.2 Operational Responsibilities

5.2.1 The Customer shall be responsible for the day-to-day operation and administration of the Software within its organisation and shall ensure that the Software is used in accordance with this Agreement, the applicable Documentation, and the Company's reasonable written operational guidelines.

5.2.2 The Customer shall establish and maintain appropriate internal procedures, controls, and supervision to promote the accurate, secure, and efficient use of the Software by its Authorised Users.

5.2.3 Without limiting the generality of the foregoing, the Customer shall:

(a) operate the Software only for its authorised business purposes;

(b) ensure that transactions are entered accurately and in a timely manner;

(c) regularly review operational reports and system-generated information for accuracy and completeness;

(d) promptly investigate and correct any data entry errors or operational inconsistencies identified by the Customer;

(e) maintain appropriate segregation of duties and user responsibilities within the Software, where applicable;

(f) ensure that only current and authorised business information is maintained within the Software.

5.2.4 The Customer shall be solely responsible for:

(a) its business decisions;

(b) accounting entries;

(c) financial reporting;

(d) statutory filings;

(e) inventory records;

(f) production records;

(g) procurement activities;

(h) sales transactions; and

(i) all other operational records generated through or maintained within the Software.

The Software is a business management tool and does not replace the Customer's responsibility for exercising appropriate business judgment or complying with applicable legal, accounting, taxation, or regulatory requirements.

5.2.5 The Customer shall establish appropriate internal review and approval procedures for critical business transactions processed through the Software, including, where applicable, financial approvals, inventory movements, procurement approvals, production transactions, and other operational workflows.

5.2.6 The Customer shall ensure that appropriate personnel are available to administer the Software, monitor its day-to-day operation, and coordinate with the Company regarding implementation, maintenance, technical support, updates, and operational matters.

5.2.7 Where the Customer identifies any operational issue that may materially affect the proper functioning of the Software or the integrity of Customer Data, the Customer shall notify the Company without undue delay and shall cooperate in good faith to investigate and resolve the issue.

5.2.8 The Customer acknowledges that the Company is responsible for providing the Software in accordance with this Agreement, while the Customer remains responsible for the manner in which the Software is operated, managed, and applied within the Customer's business.

5.2.9 Nothing contained in this Clause shall be construed as transferring responsibility to the Company for the Customer's internal business operations, management decisions, regulatory compliance, or commercial outcomes arising from the Customer's use of the Software.

5.3 Authorised Users

5.3.1 The Customer shall ensure that access to and use of the Software is restricted solely to Authorised Users acting within the scope of their employment, engagement, or authorised responsibilities and strictly in accordance with this Agreement.

5.3.2 The Customer shall be responsible for:

(a) identifying and approving Authorised Users;

(b) assigning appropriate user roles and access permissions;

(c) ensuring that access rights are limited to the minimum level reasonably necessary for each Authorised User to perform his or her assigned duties; and

(d) periodically reviewing and updating user access permissions to maintain appropriate security and operational control.

5.3.3 The Customer shall ensure that each Authorised User:

(a) complies with the terms and conditions of this Agreement;

(b) uses the Software solely for the Customer's legitimate internal business purposes;

(c) protects the confidentiality of user credentials, passwords, authentication devices, and other security information;

(d) promptly reports any suspected unauthorised access, security incident, or misuse of the Software to the Customer; and

(e) refrains from any activity prohibited under this Agreement or applicable law.

5.3.4 The Customer shall promptly disable, suspend, or revoke the access of any Authorised User whose employment, engagement, or authority to use the Software has ceased or whose continued access is no longer required.

5.3.5 User accounts, passwords, authentication credentials, licence keys, and other access mechanisms shall be treated as confidential and shall not be shared, transferred, or used by any person other than the individual to whom they have been assigned, unless the Software expressly supports a different licensing or authentication model.

5.3.6 The Customer shall remain fully responsible and liable for all acts, omissions, transactions, instructions, and activities carried out through the accounts or credentials of its Authorised Users, whether such activities are authorised or result from the Customer's failure to implement reasonable administrative or security controls.

5.3.7 If the Customer becomes aware of:

(a) unauthorised access;

(b) unauthorised disclosure of user credentials;

(c) misuse of the Software;

(d) compromise of user accounts; or

(e) any other security incident affecting Authorised Users,

the Customer shall notify the Company without undue delay and shall take reasonable steps to prevent further unauthorised use.

5.3.8 The Company may rely upon instructions, approvals, requests, transactions, and other communications received through authenticated Authorised User accounts unless the Company has received prior written notice that the relevant account has been compromised or that the individual is no longer authorised to act on behalf of the Customer.

5.3.9 Nothing contained in this Clause shall relieve the Company of its own obligations to implement and maintain the security measures expressly required under this Agreement.

5.4 Customer Infrastructure

5.4.1 The Customer shall, at its own cost and expense unless otherwise expressly agreed in writing, procure, maintain, and operate the hardware, software, operating systems, databases, network infrastructure, internet connectivity, power supply, and other technical resources reasonably required for the installation, operation, and use of the Software.

5.4.2 The Customer shall ensure that its infrastructure remains compatible with the minimum technical specifications, system requirements, and supported operating environments communicated by the Company from time to time.

5.4.3 The Customer shall be responsible for maintaining a secure, stable, and adequately resourced operating environment for the Software, including, where applicable:

(a) servers and storage systems;

(b) operating systems;

(c) database management systems;

(d) network equipment and connectivity;

(e) internet services;

(f) power backup and electrical protection;

(g) endpoint devices; and

(h) any other infrastructure under the Customer's ownership, possession, or control.

5.4.4 The Customer shall implement reasonable administrative, physical, and technical safeguards to protect its infrastructure against unauthorised access, malware, cyber threats, accidental damage, and other reasonably foreseeable risks.

5.4.5 The Customer shall ensure that all third-party hardware, software, operating systems, databases, cloud platforms, and other technologies used in conjunction with the Software are properly licensed, maintained, supported, and configured in accordance with the respective vendors' requirements.

5.4.6 Where the Company provides recommendations regarding technical specifications or infrastructure requirements, such recommendations are intended to facilitate the proper operation of the Software. The Customer acknowledges that responsibility for procuring, maintaining, upgrading, and replacing its infrastructure remains with the Customer unless expressly agreed otherwise in writing.

5.4.7 The Company shall not be responsible for any delay, interruption, malfunction, data loss, degradation of performance, or inability to use the Software to the extent directly caused by:

(a) failure or inadequacy of the Customer's infrastructure;

(b) incompatibility of third-party hardware or software;

(c) interruption of internet or communication services;

(d) power failures or electrical disturbances;

(e) failure of cloud or hosting services provided by third parties; or

(f) any other circumstance relating to infrastructure that is outside the Company's reasonable control.

5.4.8 If the Company reasonably determines that a reported issue is primarily attributable to the Customer's infrastructure rather than to the Software, the Company shall inform the Customer and, where reasonably practicable, provide appropriate guidance to assist the Customer in identifying or resolving the issue. Any additional assistance requested by the Customer beyond the Company's contractual support obligations may be provided as professional services subject to separate commercial terms.

5.4.9 Nothing contained in this Clause shall relieve the Company of its obligations to provide the Software and related services in accordance with this Agreement, nor shall it require the Customer to procure infrastructure beyond the reasonable technical requirements communicated by the Company.

5.5 Data Accuracy & Data Management

5.5.1 The Customer shall be solely responsible for the accuracy, completeness, consistency, legality, reliability, and integrity of all Customer Data entered into, uploaded to, imported into, generated through, or otherwise processed by the Software.

5.5.2 The Customer shall ensure that all Customer Data:

(a) is obtained and maintained lawfully;

(b) is relevant to the Customer's legitimate business operations;

(c) is accurate and, to the best of the Customer's knowledge, free from material errors;

(d) is updated as reasonably necessary to reflect current business information; and

(e) does not knowingly infringe the intellectual property rights, privacy rights, contractual rights, or other legal rights of any third party.

5.5.3 The Customer shall establish and maintain appropriate internal procedures for:

(a) data entry;

(b) data validation;

(c) data review;

(d) correction of identified errors;

(e) record retention; and

(f) archival or disposal of Customer Data,

in accordance with the Customer's business requirements and applicable law.

5.5.4 The Customer shall use reasonable efforts to ensure that only authorised and appropriately trained personnel are permitted to create, modify, approve, import, export, or delete Customer Data within the Software.

5.5.5 Unless expressly agreed otherwise in writing, the Company shall not be responsible for:

(a) verifying the accuracy or completeness of Customer Data;

(b) monitoring the legality of Customer Data;

(c) reviewing the commercial correctness of Customer Data;

(d) detecting errors arising from inaccurate, incomplete, duplicated, misleading, or improperly entered Customer Data; or

(e) decisions made by the Customer based upon Customer Data processed through the Software.

5.5.6 The Customer shall remain responsible for maintaining appropriate backup, retention, recovery, and archival procedures for Customer Data in accordance with this Agreement and the Customer's own business continuity requirements.

5.5.7 Where the Company provides data migration, import, conversion, or related services, the Customer shall verify the accuracy and completeness of the migrated data within a reasonable period after completion of such services. In the absence of written notice identifying material discrepancies within the agreed verification period, the migrated data shall be deemed accepted by the Customer.

5.5.8 If the Customer becomes aware of any material data corruption, unauthorised alteration, accidental deletion, or other event affecting the integrity of Customer Data, the Customer shall promptly notify the Company where such event may reasonably require the Company's assistance under this Agreement.

5.5.9 Nothing contained in this Clause transfers ownership of Customer Data to the Company. Subject to this Agreement, the Customer retains all rights, title, and interest in and to its Customer Data, while the Company may access and process such data only to the extent reasonably necessary to provide the Software, perform its contractual obligations, comply with applicable law, or as otherwise authorised in writing by the Customer.

5.5.10 The Company shall handle Customer Data in accordance with the confidentiality, privacy, and data protection provisions of this Agreement and shall not use Customer Data for any purpose unrelated to the performance of this Agreement without the Customer's prior written consent, unless required by applicable law.

5.6 Security Responsibilities

5.6.1 The Parties acknowledge that maintaining the security of the Software and the Customer's operating environment is a shared responsibility. Each Party shall perform its respective obligations under this Agreement using commercially reasonable care and in accordance with applicable laws relating to information security and data protection.

5.6.2 The Customer shall implement and maintain appropriate administrative, physical, and technical security measures to protect its systems, infrastructure, networks, user accounts, authentication credentials, and Customer Data from unauthorised access, misuse, alteration, disclosure, destruction, or loss.

5.6.3 Without limiting the generality of Clause 5.6.2, the Customer shall:

(a) maintain strong password and authentication policies;

(b) restrict access to the Software based upon business need and authorised roles;

(c) promptly disable or modify user access when an Authorised User's employment, engagement, or responsibilities change;

(d) maintain current anti-virus, anti-malware, and endpoint protection measures where applicable;

(e) implement appropriate firewall, network security, and access control measures;

(f) maintain current security updates for operating systems, databases, and third-party software under the Customer's control;

(g) perform regular backups and periodically verify the integrity and recoverability of such backups; and

(h) educate and train its Authorised Users regarding reasonable information security practices.

5.6.4 The Customer shall notify the Company without undue delay upon becoming aware of any security incident that:

(a) materially affects the operation of the Software;

(b) compromises the security of Customer Data processed through the Software;

(c) involves unauthorised access to the Software; or

(d) may reasonably require the Company's technical assistance or investigation.

5.6.5 The Company shall implement commercially reasonable security measures designed to protect the Software and the services provided under this Agreement from unauthorised access, alteration, or misuse while under the Company's control.

5.6.6 The Company shall, where reasonably practicable and applicable to the services provided, make available security-related updates, patches, or corrections intended to address identified vulnerabilities in the Software.

5.6.7 Neither Party represents or warrants that any software, hardware, network, cloud service, or information technology system is completely immune from cyber threats, malicious attacks, unauthorised access, or other security incidents.

5.6.8 Each Party shall cooperate in good faith with the other in investigating and mitigating security incidents that materially affect the Software or the performance of this Agreement, provided that such cooperation does not require either Party to disclose information protected by law or unrelated confidential information.

5.6.9 Except to the extent caused by the Company's breach of this Agreement or applicable law, the Company shall not be responsible for security incidents arising from:

(a) the Customer's infrastructure;

(b) unauthorised actions of the Customer or its Authorised Users;

(c) third-party hardware, software, or services not supplied by the Company;

(d) failure by the Customer to implement reasonable security measures; or

(e) any circumstance beyond the Company's reasonable control.

5.6.10 The obligations contained in this Clause shall operate in conjunction with, and not in substitution for, the confidentiality, data protection, and information security provisions contained elsewhere in this Agreement.

5.7 Customer Cooperation

5.7.1 The Customer acknowledges that the successful implementation, operation, maintenance, support, and continued use of the Software require timely and reasonable cooperation between the Parties.

5.7.2 The Customer shall cooperate with the Company in good faith and shall provide such information, access, assistance, approvals, and resources as are reasonably necessary for the Company to perform its obligations under this Agreement.

5.7.3 Without limiting the generality of Clause 5.7.2, the Customer shall, where reasonably required:

(a) provide accurate and complete business requirements;

(b) nominate authorised representatives for implementation, operational, and support coordination;

(c) provide timely decisions, approvals, and feedback;

(d) make relevant personnel reasonably available for meetings, workshops, training sessions, testing, and implementation activities;

(e) provide reasonable access to systems, infrastructure, and facilities where such access is necessary for the performance of the Company's contractual obligations;

(f) promptly communicate any issue, concern, or circumstance that may materially affect the implementation or operation of the Software; and

(g) reasonably assist the Company in reproducing, investigating, and resolving reported Software issues.

5.7.4 The Customer shall respond to the Company's reasonable requests for information, approvals, or decisions within a reasonable time so as not to unnecessarily delay implementation, support services, maintenance activities, or other obligations under this Agreement.

5.7.5 If the Customer's failure to provide the cooperation reasonably required under this Clause materially delays or prevents the Company from performing its contractual obligations, the Company shall not be responsible for any resulting delay, additional cost, or inability to meet implementation timelines, service objectives, or other obligations to the extent directly caused by such failure.

5.7.6 Where practicable, the Company shall notify the Customer in writing if it believes that insufficient cooperation is materially affecting the performance of the Agreement and shall provide the Customer with a reasonable opportunity to remedy the situation before relying upon this Clause.

5.7.7 The Company shall likewise cooperate with the Customer in good faith and shall use commercially reasonable efforts to perform its obligations under this Agreement in a timely, professional, and efficient manner.

5.7.8 Nothing contained in this Clause shall require either Party to perform obligations beyond those expressly provided in this Agreement or to disclose information protected by applicable law, legal privilege, or valid confidentiality obligations owed to third parties.

5.8 Prohibited Operational Conduct

5.8.1 In connection with the operation and use of the Software, the Customer shall not, and shall ensure that its Authorised Users, employees, contractors, consultants, agents, and any other persons acting on its behalf do not:

(a) knowingly operate the Software in a manner that is inconsistent with this Agreement or the Documentation;

(b) intentionally misuse the Software or use it for any unlawful, fraudulent, deceptive, or unethical purpose;

(c) knowingly enter, upload, import, or process false, misleading, malicious, or unauthorised data intended to interfere with the proper operation of the Software;

(d) intentionally disable, bypass, interfere with, or compromise operational controls, security features, audit functions, or other protective mechanisms incorporated into the Software;

(e) knowingly introduce malware, ransomware, viruses, malicious scripts, or other harmful code into the Software or the operating environment in which the Software is installed;

(f) intentionally interfere with the normal operation, performance, availability, or integrity of the Software or the Company's support services;

(g) knowingly use the Software in a manner that may damage the Company's reputation, intellectual property, or contractual rights;

(h) knowingly provide false or misleading information when requesting implementation, maintenance, support, verification, or services under this Agreement;

(i) knowingly attempt to conceal, destroy, alter, or manipulate operational records, audit logs, or other information relevant to the administration of this Agreement.

5.8.2 The Customer shall establish reasonable internal controls designed to discourage and prevent the conduct described in this Clause and shall take appropriate corrective action upon becoming aware of any actual or suspected violation.

5.8.3 If the Customer becomes aware of any prohibited operational conduct, security compromise, fraudulent activity, or material misuse of the Software by any person under its control, the Customer shall:

(a) take reasonable steps to limit or prevent further misuse;

(b) promptly notify the Company where the matter materially affects the Software or the Company's services; and

(c) cooperate in good faith with the Company in investigating and mitigating the issue.

5.8.4 Nothing contained in this Clause shall prevent the Customer from carrying out legitimate testing, system administration, security assessment, or business continuity activities that are authorised under this Agreement or have been approved in writing by the Company.

5.8.5 A material breach of this Clause may constitute a material breach of this Agreement and may entitle the Company to exercise the rights and remedies available under this Agreement, including suspension of services or termination where appropriate, subject to the applicable notice and cure provisions.

5.9 Customer Acknowledgements

5.9.1 The Customer acknowledges that it has independently evaluated the Software and determined that it is suitable for the Customer's intended business requirements based upon the information made available by the Company.

5.9.2 The Customer acknowledges that the successful implementation, operation, and use of the Software depend upon the combined efforts of both Parties and upon the Customer's timely fulfilment of its responsibilities under this Agreement.

5.9.3 The Customer acknowledges that the Software is a business management tool designed to assist in the processing, management, analysis, and reporting of business information. The Software does not replace the Customer's responsibility for exercising sound business judgment, maintaining proper internal controls, or complying with applicable legal, financial, accounting, taxation, regulatory, or industry-specific requirements.

5.9.4 The Customer acknowledges that the Company has not guaranteed that the Software will achieve any particular commercial, financial, operational, production, or business outcome except where such commitment is expressly provided in this Agreement.

5.9.5 The Customer acknowledges that timely implementation of Software updates, security patches, configuration recommendations, and operational guidance provided by the Company may be necessary to maintain the proper operation, security, compatibility, and performance of the Software.

5.9.6 The Customer acknowledges that the Company may rely upon information, approvals, instructions, and decisions provided by the Customer's authorised representatives during the performance of this Agreement unless the Company has received written notice to the contrary.

5.9.7 The Customer acknowledges that delays resulting from the Customer's failure to provide timely information, approvals, decisions, access, cooperation, or other reasonable assistance may affect implementation schedules, support services, project milestones, or other contractual obligations of the Company to the extent directly caused by such delay.

5.9.8 The Customer acknowledges that the Company has made available an opportunity for the Customer to seek clarification regarding this Agreement and, if the Customer considered it appropriate, to obtain independent legal, financial, technical, or other professional advice before entering into this Agreement.

5.9.9 The acknowledgements contained in this Clause are intended solely to confirm the Parties' mutual understanding of the nature and operation of the Software and shall not limit, exclude, or modify any rights or remedies expressly granted to either Party under this Agreement or under applicable law.

5.10 Continuing Obligations

5.10.1 The Customer's obligations under this Article shall continue throughout the Term of this Agreement and, where the nature of an obligation so requires, shall survive the expiration or termination of this Agreement.

5.10.2 Without limitation, the following obligations shall survive to the extent reasonably necessary for their enforcement or completion:

(a) payment of all amounts accrued and payable prior to termination;

(b) protection of the Company's Intellectual Property Rights;

(c) confidentiality obligations relating to the Software and Confidential Information;

(d) obligations relating to Customer Data, including lawful retention, retrieval, export, or deletion, where applicable;

(e) cooperation reasonably required to facilitate an orderly transition, cessation of services, or return of Company property;

(f) compliance with post-termination licence obligations, including discontinuation of Software use where required under this Agreement; and

(g) any other obligation which, by its nature or by the express terms of this Agreement, is intended to survive termination or expiration.

5.10.3 Upon the expiration or termination of this Agreement, the Customer shall, without undue delay and subject to any rights expressly granted under this Agreement:

(a) discontinue all use of the Software to the extent required by the applicable licence;

(b) comply with any contractual requirements relating to the return, deletion, or certified destruction of the Company's Confidential Information, Documentation, licence keys, or other materials, where applicable;

(c) settle all outstanding financial obligations that have become due under this Agreement; and

(d) cooperate with the Company in completing any mutually agreed transition activities.

5.10.4 Expiration or termination of this Agreement shall not affect:

(a) any rights, remedies, liabilities, or obligations that accrued prior to the effective date of expiration or termination;

(b) any legal proceedings commenced in respect of matters arising before such expiration or termination; or

(c) any provision of this Agreement that is expressly stated, or by its nature intended, to survive.

5.10.5 Nothing contained in this Clause shall be construed as extending the licence granted under this Agreement beyond its agreed Term unless expressly provided in a written agreement executed by both Parties.

5.10.6 The continuing obligations set out in this Clause are intended to preserve the legitimate rights and interests of both Parties following the expiration or termination of this Agreement and shall be interpreted accordingly.

ARTICLE 6 – IMPLEMENTATION, INSTALLATION, TRAINING & SUPPORT

6.1 Scope of Services

6.2 Project Planning & Implementation

6.3 Customer Readiness

6.4 Installation & Configuration

6.5 Data Migration

6.6 Customer Acceptance Testing (UAT)

6.7 Go-Live

6.8 Training Services

6.9 Support Services

6.10 Support Exclusions

6.11 Software Updates & Upgrades

6.12 Service Levels

6.13 Customer Responsibilities During Support

6.14 Suspension of Services

6.15 Completion of Implementation

6.16 Change Requests

6.17 Continuing Support Obligations

6.1 Scope of Services

6.1.1 Subject to the terms and conditions of this Agreement, the Company shall provide the implementation, installation, configuration, training, maintenance, support, and other professional services expressly agreed in the applicable Order Form, Statement of Work, Commercial Proposal, or any other commercial document executed or accepted by both Parties.

6.1.2 The scope of services shall be limited to the services expressly purchased or otherwise agreed in writing and may include, where applicable:

(a) project planning and implementation;

(b) software installation and deployment;

(c) system configuration;

(d) database configuration;

(e) user and security configuration;

(f) data migration or data import services;

(g) integration with approved third-party systems;

(h) user acceptance testing (UAT) assistance;

(i) end-user and administrator training;

(j) go-live assistance;

(k) maintenance and technical support;

(l) software updates and maintenance releases;

(m) professional consulting services;

(n) customisation or enhancement services; and

(o) any other professional services expressly agreed by the Parties in writing.

6.1.3 Unless expressly stated otherwise in the applicable commercial documentation, the Company's obligations shall be limited to the services specifically described therein, and no additional services shall be implied by reason of prior dealings, industry practice, demonstrations, discussions, marketing materials, or other communications.

6.1.4 The Company shall perform the agreed services using commercially reasonable skill, care, diligence, and professional standards consistent with generally accepted industry practices applicable to enterprise software implementation and support.

6.1.5 The Company may determine the appropriate methodology, tools, technologies, personnel, and implementation approach necessary to perform the services, provided that such methodology is reasonably consistent with the agreed scope of work and does not materially reduce the quality of the contracted services.

6.1.6 The Company may provide the services:

(a) remotely;

(b) on-site at the Customer's premises;

(c) through cloud-based delivery;

(d) through secure remote access technologies; or

(e) by any combination of the above,

as agreed between the Parties or as reasonably required for the efficient performance of the services.

6.1.7 Where any service depends upon information, approvals, access, facilities, infrastructure, personnel, or other assistance to be provided by the Customer, the Company's obligation to perform that service shall be subject to the Customer fulfilling its corresponding obligations under this Agreement.

6.1.8 Unless expressly agreed otherwise in writing, the Company is not responsible for:

(a) business process re-engineering;

(b) business management consulting;

(c) legal, accounting, taxation, regulatory, or compliance advice;

(d) procurement of third-party hardware or software;

(e) maintenance of third-party products not supplied by the Company; or

(f) any services not expressly included within the agreed scope of work.

6.1.9 The Parties acknowledge that the successful delivery of the services depends upon their mutual cooperation, timely communication, and fulfilment of their respective contractual responsibilities under this Agreement.

6.2 Project Planning & Implementation

6.2.1 Following the execution of this Agreement and the fulfilment of all agreed pre-implementation requirements, the Parties shall cooperate in planning and initiating the implementation of the Software.

6.2.2 The Company shall prepare or coordinate an implementation approach appropriate to the agreed scope of services, which may include, where applicable:

(a) project initiation;

(b) implementation planning;

(c) project scheduling;

(d) milestone identification;

(e) deployment methodology;

(f) resource allocation;

(g) implementation sequencing; and

(h) communication and coordination procedures.

6.2.3 The implementation plan, project schedule, milestones, and estimated completion dates shall be based upon the information available at the commencement of the project and may be revised by mutual agreement or where reasonably necessary due to changes in project scope, Customer requirements, technical circumstances, or other events affecting implementation.

6.2.4 Each Party shall designate suitably qualified representatives who shall act as the primary points of contact for project coordination and who shall have sufficient authority to facilitate timely communication, approvals, decisions, and implementation activities.

6.2.5 The Company shall use commercially reasonable efforts to perform the implementation services in accordance with the agreed implementation plan. However, implementation schedules are estimates unless expressly identified in writing as binding contractual milestones.

6.2.6 The Customer shall provide timely access to relevant personnel, business information, infrastructure, facilities, systems, and other resources reasonably required for the successful implementation of the Software.

6.2.7 If implementation is delayed due to:

(a) changes requested by the Customer;

(b) failure by the Customer to fulfil its obligations under this Agreement;

(c) delays attributable to third-party suppliers or service providers;

(d) Force Majeure Events; or

(e) any other circumstance beyond the Company's reasonable control,

the implementation schedule and related project milestones shall be adjusted to the extent reasonably necessary.

6.2.8 Where implementation requires joint activities by both Parties, each Party shall cooperate in good faith to minimise unnecessary delays and to resolve implementation issues in a timely and commercially reasonable manner.

6.2.9 Unless expressly agreed otherwise in writing, implementation services shall be deemed complete upon achievement of the applicable implementation milestones, completion of the agreed implementation activities, or commencement of the Customer's production use of the Software, subject to the User Acceptance Testing (UAT) provisions contained in this Agreement.

6.3 Customer Readiness

6.3.1 The Customer shall ensure that it is reasonably prepared for the implementation, installation, configuration, testing, and operation of the Software before the commencement of the relevant implementation activities.

6.3.2 Prior to implementation, the Customer shall, where applicable and to the extent relevant to the agreed scope of services:

(a) make available the required hardware, infrastructure, operating systems, databases, network connectivity, internet services, and other technical resources;

(b) ensure that the operating environment satisfies the minimum technical specifications and system requirements communicated by the Company;

(c) nominate authorised project representatives and implementation coordinators;

(d) provide accurate business requirements, operational information, master data, and other information reasonably required for implementation;

(e) ensure that relevant personnel are reasonably available to participate in implementation activities, meetings, workshops, training sessions, testing, and decision-making;

(f) obtain all internal approvals, permissions, and authorisations reasonably necessary to facilitate implementation;

(g) provide the Company with reasonable access to the Customer's premises, systems, infrastructure, and facilities where such access is necessary for the agreed implementation services; and

(h) complete any preparatory activities expressly assigned to the Customer under the implementation plan or applicable Statement of Work.

6.3.3 The Customer shall promptly notify the Company of any circumstance that may reasonably delay, prevent, or materially affect the implementation of the Software, including any significant change in infrastructure, business operations, project personnel, or technical environment.

6.3.4 If the Customer is not reasonably prepared to commence or continue implementation due to circumstances within the Customer's control, the Company may defer the affected implementation activities until the Customer has satisfied the applicable readiness requirements. Any resulting adjustment to the implementation schedule shall be made in accordance with Clause 6.2.

6.3.5 Where the Company reasonably determines that additional preparatory work is required before implementation can proceed safely or effectively, the Company shall notify the Customer in writing, specifying the matters requiring attention and, where reasonably practicable, providing guidance to assist the Customer in achieving the required level of readiness.

6.3.6 The Customer's fulfilment of the readiness requirements under this Clause is intended to facilitate the efficient implementation of the Software and shall not relieve the Company of its obligation to perform the agreed implementation services in accordance with this Agreement.

6.3.7 The Parties acknowledge that successful implementation is dependent upon their mutual cooperation and timely completion of their respective responsibilities. Each Party shall use commercially reasonable efforts to avoid unnecessary delays and to facilitate the orderly commencement and completion of the implementation process.

6.4 Installation & Configuration

6.4.1 Subject to this Agreement and the applicable Order Form or Statement of Work, the Company shall perform, or supervise, the installation and initial configuration of the Software in accordance with the agreed implementation scope.

6.4.2 Installation may be carried out using one or more of the following deployment methods, as applicable:

(a) on-premises installation;

(b) cloud-based deployment;

(c) hosted deployment;

(d) hybrid deployment; or

(e) any other deployment model expressly agreed in writing by the Parties.

6.4.3 The installation and configuration services may include, where applicable:

(a) installation of the licensed Software;

(b) activation of licence keys or licence credentials;

(c) creation of the initial application environment;

(d) configuration of system parameters and business settings;

(e) establishment of user roles, permissions, and security settings;

(f) configuration of organisational structure, branches, business units, warehouses, or other operational entities;

(g) configuration of financial periods, numbering schemes, tax settings, and other standard operational parameters;

(h) verification of connectivity with approved third-party systems where integration services have been expressly agreed; and

(i) such other standard configuration activities as are included within the agreed scope of services.

6.4.4 Unless expressly included in the applicable commercial documentation, the Company's installation and configuration services do not include:

(a) business process redesign;

(b) development of custom software functionality;

(c) modification of third-party software;

(d) procurement or installation of third-party hardware or infrastructure; or

(e) services outside the agreed implementation scope.

6.4.5 The Customer shall provide all information, approvals, access, infrastructure, and technical assistance reasonably required to enable the Company to complete the installation and configuration activities.

6.4.6 Following completion of the installation and initial configuration, the Parties shall conduct such verification activities as are reasonably necessary to confirm that the Software has been installed in accordance with the agreed implementation scope and is ready to proceed to the next implementation phase, including User Acceptance Testing (UAT), where applicable.

6.4.7 If additional installation or configuration work becomes necessary as a direct result of:

(a) changes requested by the Customer;

(b) inaccurate or incomplete information supplied by the Customer;

(c) modifications to the Customer's infrastructure or operating environment;

(d) third-party system incompatibilities; or

(e) circumstances beyond the Company's reasonable control,

such work shall be treated as additional services unless otherwise agreed in writing by the Parties.

6.4.8 The Company shall use commercially reasonable skill and care in performing the installation and configuration services. However, the Company does not warrant that the installation process will be entirely uninterrupted or free from minor adjustments that are ordinarily associated with software implementation projects.

6.4.9 Completion of installation and configuration does not constitute final acceptance of the Software. Formal acceptance shall be governed by the User Acceptance Testing (UAT) and acceptance provisions of this Agreement.

6.5 Data Migration

6.5.1 Data migration services shall be provided only if expressly included in the applicable Order Form, Statement of Work, Commercial Proposal, or any other commercial document executed or accepted by both Parties.

6.5.2 Where data migration services are included, the Company shall use commercially reasonable skill, care, and diligence to migrate the Customer's data in accordance with the agreed migration scope, methodology, and technical specifications.

6.5.3 The Customer shall be solely responsible for ensuring that the source data provided for migration is:

(a) accurate;

(b) complete;

(c) consistent;

(d) properly authorised for migration;

(e) lawfully obtained and maintained; and

(f) supplied in the agreed format and within the agreed timeframes.

6.5.4 Unless otherwise expressly agreed in writing, the Company shall not be responsible for:

(a) correcting inaccurate or incomplete source data;

(b) removing duplicate or inconsistent records;

(c) cleansing, validating, enriching, or restructuring Customer Data;

(d) reconstructing missing historical information; or

(e) migrating data that falls outside the agreed migration scope.

6.5.5 Prior to migration, the Customer shall retain complete backup copies of all source data. The Customer acknowledges that maintaining such backups is an essential business continuity measure and remains the Customer's responsibility unless otherwise expressly agreed in writing.

6.5.6 Following completion of the migration process, the Customer shall review and verify the migrated data within the period specified in the implementation plan or, where no such period is specified, within a reasonable period after migration.

6.5.7 The Customer shall promptly notify the Company in writing of any material discrepancy identified during the verification process, providing reasonable details to enable investigation and correction where appropriate.

6.5.8 If the Customer does not notify the Company of any material discrepancy within the applicable verification period, the migrated data shall be deemed accepted for the purposes of implementation, without prejudice to the Customer's rights in respect of any latent defect that could not reasonably have been discovered during the verification period.

6.5.9 Where additional migration activities become necessary due to:

(a) changes requested by the Customer;

(b) revised migration requirements;

(c) previously undisclosed data structures;

(d) corrupted or incompatible source data; or

(e) other circumstances outside the agreed migration scope,

such additional work shall be treated as additional professional services unless otherwise agreed in writing by the Parties.

6.5.10 The Company shall maintain the confidentiality of all Customer Data received for migration and shall process such data solely for the purpose of performing the agreed migration services, subject to the confidentiality, privacy, and data protection provisions of this Agreement.

6.6 Customer Acceptance Testing (UAT)

6.6.1 Upon completion of the applicable implementation, installation, configuration, and, where applicable, data migration activities, the Parties shall conduct User Acceptance Testing ("UAT") for the purpose of verifying that the Software substantially conforms to the agreed functional requirements and implementation scope.

6.6.2 Unless otherwise agreed in writing, the Customer shall be responsible for conducting UAT with reasonable assistance from the Company.

6.6.3 The objectives of UAT shall include, where applicable:

(a) verification of the implemented Software modules;

(b) validation of agreed configurations;

(c) verification of key business processes and workflows;

(d) review of reports and operational outputs;

(e) verification of user roles and access permissions;

(f) confirmation of agreed integrations, where applicable; and

(g) identification of any material defects or non-conformities affecting the agreed implementation scope.

6.6.4 During UAT, the Customer shall use commercially reasonable efforts to:

(a) perform testing in accordance with the agreed test scenarios or acceptance criteria;

(b) accurately record any identified issues;

(c) classify reported issues according to their operational impact where reasonably practicable; and

(d) promptly communicate the results of testing to the Company.

6.6.5 The Company shall use commercially reasonable efforts to investigate and, where appropriate, correct any material defects identified during UAT that are attributable to the Software or to the implementation services performed by the Company and that prevent the Software from substantially conforming to the agreed implementation scope.

6.6.6 Minor defects, cosmetic issues, documentation errors, or other non-material deficiencies that do not substantially impair the Customer's ability to use the Software for its intended purpose shall not, by themselves, constitute grounds for withholding acceptance, provided that the Company agrees to address such matters within a commercially reasonable period.

6.6.7 Upon completion of UAT, the Customer shall:

(a) provide written acceptance of the Software; or

(b) provide a written list of the material defects or non-conformities that prevent acceptance.

6.6.8 If the Customer identifies material defects under Clause 6.6.7(b), the Company shall use commercially reasonable efforts to correct such defects, following which the affected portions of UAT may be repeated to the extent reasonably necessary.

6.6.9 Unless otherwise specified in the applicable implementation plan, the Software shall be deemed accepted upon the earliest occurrence of any of the following:

(a) the Customer provides written acceptance;

(b) the Customer commences live production use of the Software for normal business operations, other than for agreed pilot testing;

(c) the Customer fails to provide written acceptance or a written notice of material defects within the agreed UAT period after the Software has been made available for testing; or

(d) the Customer unreasonably refuses or fails to participate in UAT after receiving reasonable notice from the Company.

6.6.10 Acceptance of the Software shall confirm only that the Software has substantially satisfied the agreed implementation and acceptance criteria. Acceptance shall not:

(a) constitute a waiver of the Company's continuing obligations under this Agreement;

(b) prevent the Customer from reporting defects discovered after acceptance that are covered by the applicable warranty or support obligations; or

(c) limit either Party's rights under this Agreement in relation to latent defects, maintenance, support services, or applicable legal remedies.

6.7 Go-Live

6.7.1 "Go-Live" means the date on which the Software is placed into live production use by the Customer for its intended business operations following successful completion of the applicable implementation activities and User Acceptance Testing (UAT), unless the Parties agree otherwise in writing.

6.7.2 The Parties shall cooperate in planning and coordinating the Go-Live process to facilitate an orderly transition from the implementation environment to the live operational environment.

6.7.3 Prior to Go-Live, the Parties shall, where applicable:

(a) confirm completion of the agreed implementation activities;

(b) verify the operational readiness of the Software;

(c) complete User Acceptance Testing (UAT) or otherwise satisfy the agreed acceptance criteria;

(d) confirm the availability of key Customer personnel and Company support personnel for the Go-Live activities;

(e) verify that the agreed implementation deliverables have been completed to the extent reasonably necessary for production use; and

(f) complete any other mutually agreed pre-Go-Live activities.

6.7.4 Following Go-Live, the Customer shall assume responsibility for the day-to-day operation of the Software in accordance with this Agreement, while the Company shall continue to provide the maintenance, support, and other services expressly agreed under this Agreement or the applicable support arrangements.

6.7.5 Where included in the agreed scope of services, the Company may provide Go-Live assistance, operational support, monitoring, or implementation stabilisation services for the period specified in the applicable Order Form, Statement of Work, or implementation plan.

6.7.6 During any agreed post-Go-Live stabilisation period, the Parties shall cooperate in good faith to identify, investigate, and resolve operational issues directly related to the implementation of the Software.

6.7.7 The Customer shall promptly notify the Company of any material issue identified during the Go-Live or stabilisation period and shall provide reasonable information and cooperation to enable the Company to investigate and, where appropriate, resolve the issue.

6.7.8 Go-Live shall not be interpreted as:

(a) a transfer of ownership of the Software;

(b) a waiver of any rights or obligations under this Agreement;

(c) confirmation that the Software is entirely free from defects; or

(d) termination of the Company's obligations relating to maintenance, support, warranty, or other continuing contractual responsibilities.

6.7.9 The successful commencement of Go-Live shall constitute the transition of the Software from the implementation phase to the operational support phase, and the Parties shall thereafter perform their respective obligations in accordance with the remaining provisions of this Agreement.

6.8 Training Services

6.8.1 Subject to the applicable Order Form, Statement of Work, or other commercial document executed or accepted by both Parties, the Company shall provide the training services expressly agreed between the Parties for the purpose of enabling the Customer's Authorised Users to operate the Software effectively.

6.8.2 Unless otherwise agreed in writing, training services may include, where applicable:

(a) end-user training;

(b) administrator training;

(c) functional module training;

(d) system navigation and operational procedures;

(e) report generation and dashboard usage;

(f) security and user management;

(g) backup and recovery procedures;

(h) standard workflow demonstrations; and

(i) such other training services as are expressly included within the agreed scope of services.

6.8.3 Training may be delivered through one or more of the following methods, as agreed between the Parties:

(a) on-site instructor-led sessions;

(b) remote or online training sessions;

(c) video conferencing;

(d) recorded training materials;

(e) user manuals and Documentation; or

(f) any combination of the foregoing.

6.8.4 The Customer shall ensure that:

(a) appropriate personnel attend the scheduled training sessions;

(b) trainees possess the basic knowledge and skills reasonably necessary to participate in the training;

(c) suitable facilities, equipment, and infrastructure are made available where training is conducted at the Customer's premises; and

(d) its representatives actively participate in the training process.

6.8.5 If the Customer requests rescheduling of agreed training sessions or fails to make the nominated participants reasonably available, the Company may reschedule the training to a mutually convenient date. Additional charges may apply where such rescheduling results in additional cost or resource commitments, provided that such charges are communicated to and accepted by the Customer in advance.

6.8.6 Unless expressly included in the applicable commercial documentation, additional training requested after completion of the agreed implementation services, including refresher training, advanced training, training for new employees, or specialised functional training, shall constitute additional professional services and may be subject to separate commercial terms.

6.8.7 The Company shall use commercially reasonable skill, care, and diligence in delivering the agreed training services. However, the Company does not warrant or guarantee that every participant will achieve any particular level of knowledge, proficiency, certification, or operational competence solely by attending the training.

6.8.8 The Customer acknowledges that continued proficiency in the use of the Software depends upon the Customer's ongoing operational experience, internal supervision, adherence to the Documentation, and continued use of the Software in accordance with this Agreement.

6.8.9 Completion of the agreed training services shall not, by itself, constitute acceptance of the Software, completion of implementation, or satisfaction of any warranty or support obligations under this Agreement.

6.9 Support Services

6.9.1 Subject to the applicable Order Form, Statement of Work, Support Plan, or other commercial document executed or accepted by both Parties, the Company shall provide technical support services for the Software during the applicable support period.

6.9.2 The purpose of the support services is to assist the Customer in the operation of the Software, investigate reported Software issues, provide technical guidance, and maintain the continued usability of the Software in accordance with this Agreement.

6.9.3 Unless otherwise expressly agreed in writing, support services may include, where applicable:

(a) technical assistance relating to the operation of the Software;

(b) investigation of reported Software defects;

(c) troubleshooting and problem diagnosis;

(d) correction of Software errors where reasonably practicable;

(e) guidance regarding standard Software functionality;

(f) assistance with Software configuration issues within the agreed support scope;

(g) installation guidance for approved Software updates and maintenance releases;

(h) responses to reasonable operational queries relating to the licensed Software; and

(i) such other support services as are expressly included in the applicable support plan.

6.9.4 Support services may be provided through one or more of the following channels, as determined by the Company or as agreed between the Parties:

(a) telephone support;

(b) electronic mail (email);

(c) secure remote access;

(d) online support portal or ticketing system;

(e) video conferencing;

(f) on-site support, where expressly agreed; or

(g) any other support method reasonably adopted by the Company.

6.9.5 The Company shall use commercially reasonable efforts to respond to support requests in accordance with the applicable Service Level Agreement (SLA), support plan, or other agreed service commitments.

6.9.6 The Customer shall submit support requests through the Company's designated support channels and shall provide sufficient information, documentation, screenshots, system logs, error messages, and other relevant details reasonably necessary to enable the Company to investigate the reported issue.

6.9.7 The Company may classify support requests according to their severity, operational impact, technical complexity, or business urgency for the purpose of determining the appropriate response and resolution priority.

6.9.8 Where a reported issue is determined to arise primarily from:

(a) the Customer's infrastructure;

(b) third-party hardware or software;

(c) unauthorised modifications;

(d) misuse of the Software;

(e) Customer Data; or

(f) any circumstance outside the Company's contractual responsibility,

the Company shall use reasonable efforts to inform the Customer accordingly and may, at the Customer's request, provide additional assistance as professional services subject to separate commercial terms.

6.9.9 Unless expressly agreed otherwise in writing, support services do not include software customisation, development of new functionality, business process consulting, data entry, operational outsourcing, or services outside the agreed support scope.

6.9.10 The Company shall provide the support services with commercially reasonable skill, care, and diligence consistent with generally accepted industry practices. However, the Company does not warrant that every support request can be resolved immediately or that every issue is capable of technical resolution.

6.9.11 The support services described in this Clause shall remain subject to the support exclusions, Service Level Agreement (SLA), maintenance provisions, and other applicable terms contained elsewhere in this Agreement.

6.10 Support Exclusions

6.10.1 Unless expressly included in the applicable Order Form, Statement of Work, Support Plan, or other commercial document executed or accepted by both Parties, the Company's standard support services do not include the following:

(a) software customisation, enhancement, or development of new functionality;

(b) modification of reports, dashboards, workflows, business rules, or system logic beyond the agreed implementation scope;

(c) correction of issues arising from unauthorised modifications to the Software by the Customer or any third party;

(d) support for third-party software, hardware, operating systems, databases, cloud services, APIs, or other technologies not supplied or expressly supported by the Company;

(e) issues arising from failure or inadequacy of the Customer's infrastructure, including servers, networks, internet connectivity, power supply, storage systems, or security environment;

(f) correction of errors resulting from inaccurate, incomplete, duplicated, corrupted, or improperly maintained Customer Data;

(g) recovery, reconstruction, or re-entry of lost, deleted, corrupted, or damaged Customer Data, except to the extent expressly agreed in writing;

(h) operational data entry, bookkeeping, accounting, inventory management, business process execution, or other day-to-day business activities performed on behalf of the Customer;

(i) training services beyond those expressly included in the agreed implementation scope;

(j) on-site visits requested by the Customer where the reported issue could reasonably be addressed through remote support, unless otherwise agreed;

(k) support for Software versions that have reached the end of their supported lifecycle where the Customer has declined or failed to implement reasonably required updates or upgrades; and

(l) any other service not expressly included within the agreed support scope.

6.10.2 If the Customer requests assistance relating to any matter excluded under this Clause, the Company may, at its sole discretion, agree to provide such assistance as additional professional services, subject to:

(a) resource availability;

(b) mutual written agreement; and

(c) applicable commercial terms, including additional fees where appropriate.

6.10.3 Where the Company reasonably determines that a reported issue falls outside the agreed support scope, the Company shall notify the Customer and, where reasonably practicable, explain the basis for that determination.

6.10.4 Nothing contained in this Clause shall relieve the Company of its obligations to provide the support services expressly agreed under this Agreement or to perform those services with the standard of care required by this Agreement.

6.10.5 The support exclusions contained in this Clause shall be interpreted reasonably and in good faith and shall not be applied to avoid the Company's responsibility for defects, errors, or failures that are otherwise within the agreed scope of the Company's contractual support obligations.

6.11 Software Updates & Upgrades

6.11.1 Subject to the applicable Order Form, Support Plan, Subscription Plan, Annual Maintenance Contract (AMC), or other commercial document executed or accepted by both Parties, the Company may provide Software Updates and Software Upgrades in accordance with the terms of this Agreement.

6.11.2 For the purposes of this Agreement:

(a) **"Software Update"** means a maintenance release, bug fix, security patch, compatibility update, performance improvement, or other modification intended to maintain, secure, or improve the existing functionality of the Software.

(b) **"Software Upgrade"** means a major version release, significant enhancement, new functionality, architectural change, or other substantial improvement that extends or materially changes the capabilities of the Software.

6.11.3 Unless otherwise expressly agreed in writing, Software Updates that are included within the Customer's applicable support or maintenance entitlement shall be provided without additional licence fees.

6.11.4 Unless otherwise expressly agreed in writing, Software Upgrades, new modules, premium functionality, optional features, or new products introduced by the Company may:

(a) require the purchase of additional licences;

(b) be subject to separate commercial terms;

(c) require execution of an updated Order Form or commercial agreement; or

(d) require payment of additional fees.

6.11.5 The Company shall determine the content, timing, release schedule, and technical availability of Software Updates and Software Upgrades based upon its product development, maintenance, security, and commercial policies.

6.11.6 Where the Company designates a Software Update as necessary to address a material security vulnerability, regulatory requirement, system stability issue, or critical operational defect, the Customer shall implement such Software Update within a reasonable period after it has been made available, unless the Parties agree otherwise in writing.

6.11.7 The Company shall use commercially reasonable efforts to ensure that Software Updates provided under this Agreement do not materially reduce the core functionality of the licensed Software, except where changes are reasonably necessary to:

(a) improve security;

(b) comply with applicable law;

(c) address technical limitations;

(d) improve system stability or performance; or

(e) discontinue obsolete or unsupported technology.

6.11.8 The Customer acknowledges that certain Software Updates or Software Upgrades may require:

(a) temporary service interruption;

(b) system downtime;

(c) additional testing;

(d) infrastructure modifications;

(e) database updates; or

(f) user training.

Where reasonably practicable, the Company shall provide advance notice of planned updates or upgrades that are expected to materially affect the Customer's normal business operations.

6.11.9 The Company shall not be responsible for any incompatibility, operational issue, or performance limitation resulting from the Customer's unreasonable failure to implement mandatory Software Updates after receiving reasonable notice from the Company.

6.11.10 Nothing contained in this Clause shall require the Company to continue supporting obsolete Software versions beyond the Company's published support lifecycle or commercially reasonable support policies, provided that reasonable notice of such discontinuation has been given to the Customer.

6.11.11 All Software Updates and Software Upgrades supplied under this Agreement shall form part of the Software and shall be governed by the terms and conditions of this Agreement unless the Parties expressly agree otherwise in writing.

6.12 Service Levels

6.12.1 Where the Customer has purchased maintenance or support services that include a Service Level Agreement ("SLA"), the Company shall provide such services in accordance with the applicable support plan and the service levels set out in this Agreement or the applicable commercial documentation.

6.12.2 Unless otherwise expressly agreed in writing, the service levels described in this Clause represent the Company's service objectives and performance targets and shall not constitute an absolute guarantee of response time, resolution time, or uninterrupted availability.

6.12.3 The Company shall classify support requests according to their operational severity and business impact, including, where applicable:

(a) Critical – complete loss of the Software or a core business function with no reasonable workaround;

(b) High – significant impairment of an important business function where a temporary workaround may or may not be available;

(c) Medium – partial loss of functionality or operational issue that does not materially prevent normal business operations;

(d) Low – general assistance requests, minor defects, cosmetic issues, informational queries, or enhancement requests.

6.12.4 The Company shall use commercially reasonable efforts to respond to support requests within the response objectives specified in the applicable SLA, Support Plan, or other commercial documentation.

6.12.5 The time required to investigate and resolve a reported issue may vary depending upon, among other things:

(a) the nature and complexity of the issue;

(b) the availability and accuracy of information provided by the Customer;

(c) the Customer's cooperation during troubleshooting;

(d) dependency upon third-party software, hardware, infrastructure, or service providers;

(e) the requirement for software development, testing, or product enhancement; and

(f) any circumstance beyond the Company's reasonable control.

6.12.6 Response times shall be measured from the time a support request is properly logged through the Company's designated support channels and sufficient information has been provided to enable preliminary investigation.

6.12.7 The Company may establish reasonable support procedures, including ticketing systems, issue classification, escalation processes, communication protocols, and maintenance windows, to facilitate the efficient delivery of support services.

6.12.8 Where reasonably necessary to maintain, secure, or improve the Software, the Company may perform scheduled maintenance. The Company shall use commercially reasonable efforts to provide advance notice of scheduled maintenance that is expected to materially affect the Customer's normal use of the Software.

6.12.9 Emergency maintenance may be carried out without prior notice where the Company reasonably considers such action necessary to address a critical security vulnerability, operational risk, system stability issue, or other urgent technical circumstance. The Company shall use commercially reasonable efforts to notify the Customer as soon as reasonably practicable thereafter.

6.12.10 Failure to achieve a particular service level objective on any individual occasion shall not, by itself, constitute a material breach of this Agreement, provided that the Company continues to use commercially reasonable efforts to perform the agreed support services.

6.12.11 Detailed service levels, support hours, response objectives, escalation procedures, maintenance windows, and any applicable service credits shall, where applicable, be specified in the relevant Support Plan, Service Level Agreement (SLA), Order Form, or other commercial document executed or accepted by both Parties.

6.13 Customer Responsibilities During Support

6.13.1 During the provision of support services, the Customer shall cooperate with the Company in good faith and shall provide such information, assistance, access, and resources as are reasonably necessary to enable the Company to investigate and resolve reported issues.

6.13.2 Without limiting the generality of Clause 6.13.1, the Customer shall:

(a) report support requests through the Company's designated support channels;

(b) provide a clear description of the reported issue, including, where reasonably available, screenshots, error messages, system logs, transaction details, and other relevant information;

(c) identify the operational impact and urgency of the reported issue to the best of the Customer's knowledge;

(d) nominate appropriately authorised representatives to communicate with the Company regarding support matters;

(e) provide reasonable remote or on-site access to the relevant systems and infrastructure where such access is necessary for diagnosis or resolution and has been mutually agreed;

(f) maintain current backup copies of Customer Data before permitting troubleshooting activities that may reasonably affect the Customer's systems or data;

(g) implement reasonable corrective actions, configuration changes, Software Updates, or other recommendations provided by the Company where such actions are necessary to resolve the reported issue; and

(h) promptly inform the Company when a reported issue has been resolved or when further assistance is no longer required.

6.13.3 The Customer shall not knowingly provide false, incomplete, misleading, or inaccurate information in connection with a support request.

6.13.4 If the Customer's failure to provide the cooperation reasonably required under this Clause materially delays or prevents the Company from investigating or resolving a reported issue, the applicable response objectives or service level commitments shall be adjusted to the extent reasonably necessary for the duration of such delay.

6.13.5 The Customer shall ensure that its personnel do not make unauthorised modifications to the Software while a reported issue is being investigated where such modifications are reasonably likely to interfere with diagnosis or resolution.

6.13.6 The Customer shall promptly notify the Company of any material change to its operating environment, infrastructure, network configuration, database environment, or third-party systems where such change may reasonably affect the Software or the Company's ability to provide support.

6.13.7 Nothing contained in this Clause shall require the Customer to disclose information that is protected by applicable law, legal privilege, regulatory restrictions, or valid confidentiality obligations owed to third parties, provided that the Customer uses reasonable efforts to provide sufficient information to enable the Company to perform the agreed support services.

6.13.8 The obligations contained in this Clause are intended to facilitate the timely and efficient delivery of support services and shall not relieve the Company of its own contractual obligations to provide support in accordance with this Agreement.

6.14 Suspension of Services

6.14.1 Without prejudice to any other rights or remedies available under this Agreement or applicable law, the Company may suspend all or part of the implementation, installation, training, maintenance, support, or other services under this Agreement where such suspension is reasonably necessary due to one or more of the following circumstances:

(a) the Customer's material breach of this Agreement;

(b) suspension arising under Clause 4.5 (Suspension for Non-Payment);

(c) the Customer's failure to provide the cooperation, access, information, approvals, infrastructure, or other assistance reasonably required for the performance of the services;

(d) the existence of a material security risk, cyber incident, or operational condition that, in the Company's reasonable opinion, could compromise the Software, Customer Data, the Company's systems, or other customers;

(e) compliance with applicable law, a court order, governmental direction, or regulatory requirement;

(f) scheduled or emergency maintenance reasonably required to maintain the security, stability, or integrity of the Software or related services;

(g) a Force Majeure Event; or

(h) any other circumstance expressly permitting suspension under this Agreement.

6.14.2 Except where immediate suspension is reasonably necessary due to an emergency, security incident, legal requirement, or other urgent circumstance, the Company shall provide the Customer with reasonable prior written notice specifying:

(a) the reason for the suspension;

(b) the services affected;

(c) where reasonably practicable, the actions required to remedy the relevant issue; and

(d) where reasonably possible, the anticipated duration of the suspension.

6.14.3 The Company shall use commercially reasonable efforts to limit the scope and duration of any suspension to that which is reasonably necessary to address the circumstances giving rise to the suspension.

6.14.4 During any period of suspension:

(a) the Parties shall continue to perform those obligations under this Agreement that are not affected by the suspension;

(b) the Customer shall remain responsible for payment of fees that continue to accrue under the applicable commercial terms, except to the extent the suspension results solely from the Company's breach of this Agreement; and

(c) the Company shall not be liable for delays or interruption of the suspended services to the extent directly resulting from the circumstances giving rise to the suspension.

6.14.5 Once the circumstances giving rise to the suspension have been remedied or otherwise cease to exist, the Company shall use commercially reasonable efforts to resume the affected services within a reasonable period.

6.14.6 Where a suspension results from circumstances attributable to the Customer, any reasonable additional work required to recommence the suspended services, including remobilisation, reconfiguration, re-testing, or project rescheduling, may constitute additional professional services subject to separate commercial terms, provided that such charges are communicated to and accepted by the Customer in advance.

6.14.7 Suspension of services under this Clause shall not, by itself:

(a) constitute termination of this Agreement;

(b) affect any rights, obligations, or liabilities accrued prior to the suspension; or

(c) prejudice either Party's right to exercise any other contractual or legal remedy available under this Agreement or applicable law.

6.14.8 The rights contained in this Clause shall be exercised by the Company reasonably, proportionately, and in good faith, having regard to the nature of the circumstances giving rise to the suspension and the legitimate interests of both Parties.

6.15 Completion of Implementation

6.15.1 The implementation of the Software shall be deemed complete upon the occurrence of the earliest of the following events, unless otherwise expressly agreed in writing by the Parties:

(a) successful completion of all implementation activities specified in the applicable Statement of Work, Implementation Plan, Order Form, or other agreed implementation documentation;

(b) successful completion of User Acceptance Testing (UAT) and acceptance of the Software in accordance with Clause 6.6;

(c) commencement of the Customer's live production use of the Software in accordance with Clause 6.7, except where such use has been expressly designated as pilot testing or temporary evaluation; or

(d) execution by the Parties of an Implementation Completion Certificate, Acceptance Certificate, or similar written confirmation.

6.15.2 Completion of implementation confirms that the agreed implementation services have been substantially performed in accordance with the agreed implementation scope and does not, by itself:

(a) transfer ownership of the Software;

(b) alter the licence granted under this Agreement;

(c) limit or exclude the Company's warranty obligations;

(d) terminate the Company's maintenance or support obligations; or

(e) affect any continuing obligations of either Party under this Agreement.

6.15.3 If minor defects, cosmetic issues, documentation corrections, or other non-material matters remain outstanding at the time implementation is otherwise complete, such matters shall not unreasonably delay implementation completion, provided that they do not materially impair the Customer's ability to use the Software for its intended purpose and the Company agrees to address them within a commercially reasonable period.

6.15.4 Following completion of implementation, the Parties shall transition from the implementation phase to the operational support phase in accordance with the applicable support arrangements set out in this Agreement or the relevant commercial documentation.

6.15.5 Where implementation completion is delayed due to circumstances attributable to the Customer, including delays in approvals, provision of information, testing, infrastructure readiness, or other Customer dependencies, the Company shall not be deemed to be in default to the extent directly affected by such delay.

6.15.6 The Company shall retain appropriate records relating to the implementation project in accordance with its normal business practices and any applicable legal or regulatory requirements.

6.15.7 Nothing contained in this Clause shall prejudice either Party's rights to enforce any obligations that, by their nature or by the express terms of this Agreement, survive completion of the implementation project.

6.16 Change Requests

6.16.1 Either Party may request a change to the agreed scope of implementation, Software configuration, functionality, services, deliverables, project schedule, or any other aspect of the services covered by this Agreement ("Change Request").

6.16.2 A Change Request shall be submitted in writing and shall contain, to the extent reasonably practicable:

(a) a description of the proposed change;

(b) the reasons for the proposed change;

(c) the anticipated business or technical objectives;

(d) any requested implementation timeframe; and

(e) any other information reasonably necessary to evaluate the proposed change.

6.16.3 Upon receipt of a Change Request, the Company shall evaluate the proposed change and, where appropriate, provide the Customer with a written Change Proposal setting out, as applicable:

(a) the technical feasibility of the proposed change;

(b) the impact on the implementation scope;

(c) any effect on project milestones or implementation timelines;

(d) any additional fees, expenses, or commercial adjustments;

(e) any impact on Software functionality, integrations, or system performance;

(f) any assumptions, dependencies, or limitations relevant to the proposed change; and

(g) the estimated implementation schedule for the proposed change.

6.16.4 No Change Request shall become binding unless it has been approved in writing by authorised representatives of both Parties.

6.16.5 Until a Change Request has been approved in accordance with Clause 6.16.4, the Company shall have no obligation to implement the proposed change, and the Parties shall continue to perform their respective obligations in accordance with the existing agreed scope.

6.16.6 Approved Change Requests shall form part of this Agreement and shall amend the applicable implementation scope, project schedule, commercial terms, or other affected provisions only to the extent expressly stated in the approved Change Request.

6.16.7 The Company may decline a Change Request where, acting reasonably, it determines that the proposed change:

(a) is technically impracticable;

(b) would materially compromise the integrity, security, stability, or performance of the Software;

(c) is inconsistent with applicable law or regulatory requirements;

(d) would adversely affect the Company's proprietary technology or Intellectual Property Rights; or

(e) cannot reasonably be implemented using available resources or within the requested timeframe.

6.16.8 Where urgent action is reasonably necessary to address a critical security vulnerability, legal requirement, or operational risk, the Company may implement a temporary technical change without prior approval to the extent reasonably necessary to mitigate the immediate risk. The Company shall notify the Customer of such action as soon as reasonably practicable thereafter.

6.16.9 Nothing contained in this Clause shall prevent the Parties from agreeing to a revised Statement of Work, Order Form, Implementation Plan, or other commercial document in place of a separate Change Request, provided that such document clearly identifies the agreed changes and is executed or accepted by authorised representatives of both Parties.

6.17 Continuing Support Obligations

6.17.1 Following completion of implementation, the Company shall continue to provide the maintenance, support, and other post-implementation services expressly agreed under this Agreement, the applicable Support Plan, Annual Maintenance Contract (AMC), Subscription Plan, Order Form, Statement of Work, or other commercial documentation, subject to the Customer's continued compliance with this Agreement.

6.17.2 The Customer shall continue to:

(a) use the Software in accordance with this Agreement;

(b) maintain the required technical environment and infrastructure;

(c) cooperate with the Company during support activities;

(d) promptly report Software issues through the designated support channels;

(e) implement mandatory Software Updates where reasonably required under this Agreement; and

(f) fulfil all applicable payment obligations relating to support and maintenance services.

6.17.3 The Company shall use commercially reasonable efforts to:

(a) investigate reported Software issues;

(b) provide technical assistance within the agreed support scope;

(c) maintain the Software in accordance with the applicable support arrangements;

(d) provide Software Updates where included within the Customer's applicable entitlement; and

(e) perform the agreed support services with reasonable skill, care, and professional diligence.

6.17.4 Unless otherwise expressly agreed in writing, the Company's continuing support obligations do not include:

(a) support for Software versions that have reached the end of their supported lifecycle;

(b) services excluded under Clause 6.10;

(c) development of new functionality or custom enhancements;

(d) business consulting or operational management services; or

(e) any services outside the agreed support scope.

6.17.5 Where the Customer elects not to renew its applicable maintenance agreement, support subscription, or other post-implementation support arrangement, the Company shall have no obligation to continue providing support services after the applicable support period expires, except to the extent otherwise required by this Agreement or applicable law.

6.17.6 Expiration or termination of any individual support arrangement shall not, by itself, terminate this Agreement unless expressly provided in the applicable commercial documentation or otherwise agreed by the Parties in writing.

6.17.7 The continuing support obligations contained in this Clause shall remain subject to:

(a) the applicable Service Level Agreement (SLA);

(b) the Customer's compliance with this Agreement;

(c) the Company's published support policies, to the extent incorporated into this Agreement; and

(d) any mutually agreed amendments executed by authorised representatives of both Parties.

6.17.8 Nothing contained in this Clause shall limit or affect any rights or obligations relating to warranties, confidentiality, intellectual property, limitation of liability, dispute resolution, termination, or other provisions of this Agreement that are expressly stated, or by their nature intended, to survive completion of implementation or the expiration or termination of the applicable support arrangements.

ARTICLE 7 – INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership of Intellectual Property

7.2 Ownership of the Software

7.3 Customer Data

7.4 Custom Developments & Enhancements

7.5 Third-Party Software & Components

7.6 Feedback & Suggestions

7.7 Intellectual Property Protection

7.8 Intellectual Property Infringement

7.9 Open-Source Software

7.10 Reservation of Intellectual Property Rights

7.11 Continuing Intellectual Property Obligations

7.1 Ownership of Intellectual Property

7.1.1 Each Party shall retain all rights, title, and interest in and to its respective Intellectual Property Rights existing prior to the Effective Date of this Agreement or developed, acquired, or licensed independently of this Agreement ("Background Intellectual Property").

7.1.2 Except for the limited licence expressly granted to the Customer under this Agreement, nothing contained herein shall operate to assign, transfer, convey, licence (except as expressly provided), or otherwise grant to either Party any ownership interest in the other Party's Intellectual Property Rights.

7.1.3 The Company is and shall remain the sole and exclusive owner of all Intellectual Property Rights relating to:

(a) the Software;

(b) the source code and object code;

(c) software architecture, design, and technical frameworks;

(d) algorithms, business logic, workflows, methodologies, and processes;

(e) Documentation;

(f) user interfaces, screen designs, reports, templates, and layouts developed by the Company;

(g) trademarks, trade names, logos, branding, and proprietary identifiers of the Company;

(h) databases, database structures, and data models developed by the Company, excluding Customer Data;

(i) development tools, utilities, application programming interfaces (APIs), software development kits (SDKs), scripts, libraries, and reusable components developed or owned by the Company; and

(j) all modifications, updates, upgrades, patches, corrections, enhancements, derivative works, and improvements relating to the foregoing, unless expressly agreed otherwise in writing.

7.1.4 The Customer is and shall remain the sole owner of all rights, title, and interest in and to:

(a) Customer Data;

(b) the Customer's trademarks, trade names, logos, branding, and proprietary business materials;

(c) the Customer's business processes, policies, operating procedures, manuals, and business records; and

(d) any other Intellectual Property Rights owned or controlled by the Customer independently of this Agreement.

7.1.5 Where either Party provides the other Party with materials, information, software, documentation, trademarks, data, or other intellectual property for the purposes of this Agreement, ownership of such materials shall remain with the supplying Party unless expressly transferred by a separate written agreement executed by authorised representatives of both Parties.

7.1.6 No Intellectual Property Rights shall pass from one Party to the other by implication, estoppel, course of dealing, payment of fees, participation in implementation activities, provision of suggestions, joint meetings, access to Confidential Information, or any other circumstance except as expressly provided in this Agreement.

7.1.7 The Parties acknowledge that the rights granted under this Agreement are contractual rights of use only and shall not be interpreted as granting any ownership, co-ownership, assignment, or other proprietary interest except to the extent expressly stated herein.

7.1.8 This Clause shall be read together with the licence provisions contained in **Article 2**, the confidentiality provisions contained in **Article 8**, and the provisions relating to Customer Data contained elsewhere in this Agreement.

7.2 Ownership of the Software

7.2.1 The Customer acknowledges and agrees that the Software, including all versions, releases, modules, components, functionality, Documentation, and all related Intellectual Property Rights, is and shall remain the sole and exclusive property of the Company and, where applicable, its licensors.

7.2.2 The licence granted under this Agreement confers upon the Customer only a limited contractual right to use the Software in accordance with the terms and conditions of this Agreement. The licence does not constitute a sale, assignment, transfer, lease, or other disposition of the Software or of any Intellectual Property Rights relating thereto.

7.2.3 Without limiting the generality of Clause 7.2.1, ownership of the following shall remain exclusively with the Company or its licensors, as applicable:

(a) the source code and object code;

(b) software architecture, frameworks, and system design;

(c) algorithms, business logic, workflows, formulas, methodologies, and technical processes;

(d) user interfaces, screen layouts, dashboards, reports, templates, forms, and design elements created by the Company;

(e) Documentation, technical manuals, installation guides, and user documentation;

(f) software development tools, libraries, reusable code, APIs, SDKs, utilities, scripts, and other proprietary technology;

(g) all updates, upgrades, patches, fixes, enhancements, derivative works, and future versions of the Software; and

(h) all copyrights, patents, trade secrets, trademarks, design rights, database rights, know-how, and all other Intellectual Property Rights associated with the Software.

7.2.4 The Customer shall not acquire any ownership or proprietary interest in the Software by reason of:

(a) payment of licence fees or other charges;

(b) participation in implementation, testing, configuration, or training activities;

(c) use of the Software over any period of time;

(d) submission of business requirements, operational information, or feedback;

(e) receipt of updates, upgrades, enhancements, or maintenance services; or

(f) any other activity contemplated under this Agreement.

7.2.5 Where the Software incorporates third-party software, libraries, frameworks, or other proprietary components, ownership of such components shall remain with the respective third-party owners or licensors, and the Customer's rights in relation to those components shall be governed by the applicable licence terms to the extent they apply.

7.2.6 The Customer shall not challenge, dispute, contest, or knowingly assist any third party in challenging the validity or ownership of the Company's Intellectual Property Rights in the Software during the Term of this Agreement or thereafter, except where such challenge is required to protect the Customer's legal rights in good faith under applicable law.

7.2.7 Nothing contained in this Agreement shall restrict the Company's right to develop, license, market, modify, enhance, distribute, or otherwise commercially exploit the Software or any part thereof for its own benefit or for the benefit of other customers, provided that in doing so the Company does not disclose the Customer's Confidential Information or Customer Data.

7.2.8 The provisions of this Clause shall survive the expiration or termination of this Agreement for so long as the applicable Intellectual Property Rights remain protected under applicable law.

7.3 Customer Data

7.3.1 The Customer shall retain all rights, title, and interest in and to all Customer Data. Nothing contained in this Agreement shall transfer ownership of Customer Data to the Company.

7.3.2 The Customer grants the Company a limited, non-exclusive, non-transferable, revocable (to the extent consistent with this Agreement), royalty-free licence to access, host, store, process, transmit, copy, and otherwise use Customer Data solely to the extent reasonably necessary to:

(a) provide the Software and the agreed services;

(b) perform implementation, installation, configuration, maintenance, support, training, and other contractual obligations;

(c) investigate and resolve technical issues;

(d) maintain, secure, monitor, and improve the operational performance of the Software;

(e) comply with applicable law, regulatory requirements, court orders, or lawful governmental requests; and

(f) exercise or protect the Company's legal rights under this Agreement.

7.3.3 Except as expressly permitted by this Agreement or required by applicable law, the Company shall not:

(a) sell, assign, or commercially exploit Customer Data;

(b) disclose Customer Data to any third party except to authorised subcontractors, service providers, or professional advisers who require such access for the performance of this Agreement and who are subject to confidentiality obligations substantially equivalent to those contained herein;

(c) use Customer Data for marketing or advertising purposes without the Customer's prior written consent; or

(d) knowingly access or process Customer Data for any purpose unrelated to the performance of this Agreement.

7.3.4 The Company shall implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data against unauthorised access, disclosure, alteration, loss, destruction, or misuse while such data is under the Company's control.

7.3.5 The Customer represents and warrants that:

(a) it has all necessary rights, permissions, consents, and lawful authority to provide Customer Data to the Company for processing under this Agreement;

(b) Customer Data does not knowingly infringe the rights of any third party; and

(c) the collection, use, disclosure, and processing of Customer Data by the Customer complies with applicable law.

7.3.6 The Customer remains solely responsible for:

(a) the accuracy, completeness, quality, and legality of Customer Data;

(b) the business decisions made using Customer Data;

(c) maintaining appropriate backup and retention policies unless otherwise expressly agreed in writing; and

(d) complying with all legal and regulatory obligations applicable to Customer Data generated or maintained by the Customer.

7.3.7 Where the Company engages subcontractors or service providers in connection with the performance of this Agreement, the Company may permit such persons to access Customer Data only to the extent reasonably necessary for the performance of the relevant services and only where such persons are bound by appropriate contractual obligations relating to confidentiality, privacy, and security.

7.3.8 Upon expiration or termination of this Agreement, the Company shall, subject to applicable law, the Parties' agreed transition arrangements, and any applicable data retention obligations:

(a) return Customer Data to the Customer in a commercially reasonable format, where reasonably practicable and requested by the Customer within the agreed period; or

(b) securely delete or destroy Customer Data remaining under the Company's control,

unless continued retention is required by applicable law or is necessary to establish, exercise, or defend legal claims.

7.3.9 The Company may create and use aggregated, anonymised, or de-identified information derived from Customer Data for statistical analysis, product improvement, system performance monitoring, security analysis, research, and business analytics, provided that such information:

(a) does not identify the Customer or any individual;

(b) cannot reasonably be used to re-identify the Customer or Customer Data; and

(c) does not disclose the Customer's Confidential Information.

7.3.10 The rights and obligations contained in this Clause shall be read together with the confidentiality, privacy, information security, and data protection provisions of this Agreement and shall survive the expiration or termination of this Agreement to the extent necessary to protect Customer Data and to comply with applicable law.

7.4 Custom Developments & Enhancements

7.4.1 During the Term of this Agreement, the Customer may request, and the Company may agree to provide, custom developments, enhancements, integrations, modifications, reports, workflows, interfaces, or other software-related services (collectively, "Custom Developments"), subject to separate commercial agreement where applicable.

7.4.2 Unless expressly agreed otherwise in a written agreement executed by authorised representatives of both Parties, all Intellectual Property Rights in any Custom Developments created, designed, developed, or supplied by the Company, whether independently or at the Customer's request, shall vest exclusively in the Company.

7.4.3 The Customer shall receive a licence to use the approved Custom Developments solely in connection with the licensed Software and subject to the same terms, conditions, restrictions, and licence scope applicable to the Software under this Agreement, unless otherwise expressly agreed in writing.

7.4.4 Notwithstanding Clause 7.4.2, the Customer shall retain ownership of:

(a) Customer Data;

(b) the Customer's business processes, business methods, operating procedures, specifications, and business requirements;

(c) the Customer's trademarks, branding, and proprietary business materials; and

(d) any Intellectual Property Rights owned by the Customer independently of this Agreement.

7.4.5 Nothing contained in this Agreement shall prevent the Company from incorporating into the Software any general knowledge, experience, concepts, ideas, techniques, methodologies, programming practices, or skills acquired during the performance of the services, provided that in doing so the Company does not disclose or use the Customer's Confidential Information or Customer Data.

7.4.6 Where a Custom Development includes third-party software, open-source components, licensed technology, or other third-party Intellectual Property Rights, ownership of such components shall remain with the respective third-party owners or licensors, and the Customer's rights shall be subject to the applicable third-party licence terms.

7.4.7 The Company may reuse, adapt, enhance, modify, commercialise, license, or incorporate any generic functionality, reusable components, frameworks, libraries, tools, utilities, interfaces, techniques, methodologies, or technical improvements developed during the performance of this Agreement in its other software products or for other customers, provided that such reuse does not disclose or incorporate the Customer's

Confidential Information, Customer Data, or customer-specific proprietary business information.

7.4.8 Any assignment or transfer of Intellectual Property Rights in a specific Custom Development shall be effective only if expressly stated in a separate written agreement signed by authorised representatives of both Parties. No assignment shall be implied by payment of fees, project participation, delivery of software, or any other circumstance.

7.4.9 Nothing contained in this Clause shall affect the ownership of the Company's Background Intellectual Property, the Software, or any Intellectual Property Rights expressly reserved under this Agreement.

7.5 Third-Party Software & Components

7.5.1 The Software may include, integrate with, interoperate with, or otherwise utilise certain third-party software, libraries, frameworks, application programming interfaces (APIs), databases, cloud services, operating systems, development tools, or other third-party components ("Third-Party Components").

7.5.2 All Intellectual Property Rights in Third-Party Components shall remain the property of their respective owners or licensors. Nothing contained in this Agreement shall be construed as transferring or assigning any ownership rights in such Third-Party Components to either Party.

7.5.3 The Customer acknowledges that its right to use any Third-Party Components supplied with or used in connection with the Software is subject to:

(a) this Agreement;

(b) the applicable third-party licence terms, where such terms apply; and

(c) any usage restrictions, technical limitations, or licensing conditions imposed by the relevant third-party owner or licensor.

7.5.4 The Company shall use commercially reasonable efforts to ensure that it has the necessary rights or licences to provide any Third-Party Components that it supplies as part of the Software or the agreed services.

7.5.5 Unless expressly stated otherwise in the applicable commercial documentation, the Company shall not be responsible for:

(a) defects or failures originating solely from Third-Party Components;

(b) changes made by third-party vendors to their products or services;

(c) withdrawal, discontinuation, or end-of-life decisions made by third-party licensors;

(d) pricing, licensing, or commercial decisions of third-party licensors; or

(e) interruptions or failures of third-party services that are outside the Company's reasonable control.

7.5.6 Where a reported issue is caused wholly or substantially by a Third-Party Component, the Company shall, within the scope of its contractual obligations:

(a) use commercially reasonable efforts to assist the Customer in identifying the issue;

(b) cooperate with the relevant third-party vendor or licensor where reasonably practicable and where the Company has the contractual right to do so; and

(c) recommend reasonable workarounds or alternative solutions where available.

7.5.7 The Customer shall not remove, modify, disable, or otherwise interfere with any Third-Party Component incorporated into the Software in a manner that would:

(a) breach the applicable third-party licence terms;

(b) impair the operation, security, or stability of the Software; or

(c) infringe the Intellectual Property Rights of any third party.

7.5.8 If the continued use of any Third-Party Component becomes unlawful, commercially impracticable, or technically unavailable due to circumstances beyond the Company's reasonable control, the Company may replace such component with a substantially equivalent alternative, provided that the replacement does not materially reduce the core functionality of the Software.

7.5.9 Nothing contained in this Clause shall limit the Company's obligations with respect to the Software itself, except to the extent that a reported issue arises directly from a Third-Party Component that is outside the Company's reasonable control.

7.5.10 The rights and obligations relating to Third-Party Components shall survive the expiration or termination of this Agreement to the extent necessary to comply with applicable third-party licence terms or to protect the respective Intellectual Property Rights of the relevant owners or licensors.

7.6 Feedback & Suggestions

7.6.1 The Customer may, from time to time, voluntarily provide the Company with comments, feedback, suggestions, ideas, enhancement requests, recommendations, evaluations, or other information relating to the Software or the services provided under this Agreement (collectively, "Feedback").

7.6.2 The Customer is under no obligation to provide any Feedback, and the Company is under no obligation to implement or act upon any Feedback received.

7.6.3 Subject to Clause 7.6.5, the Customer grants the Company a perpetual, worldwide, non-exclusive, irrevocable, royalty-free licence to use, reproduce, modify, adapt, incorporate, publish, distribute, commercialise, and otherwise exploit the Feedback for the purpose of developing, maintaining, improving, marketing, licensing, or supporting the Software and the Company's other products or services.

7.6.4 The Company may incorporate any Feedback into future versions, updates, upgrades, enhancements, or other developments of the Software without any obligation to:

(a) compensate the Customer;

(b) obtain further approval from the Customer; or

(c) identify or acknowledge the Customer as the source of the Feedback,

unless otherwise expressly agreed in writing.

7.6.5 Nothing contained in this Clause grants the Company any ownership or licence in respect of:

(a) Customer Data;

(b) the Customer's Confidential Information;

(c) the Customer's trademarks, trade names, logos, or branding;

(d) the Customer's proprietary business processes, methods, specifications, or documentation; or

(e) any other Intellectual Property Rights owned by the Customer independently of this Agreement.

7.6.6 The Company shall not knowingly incorporate or use any Feedback in a manner that discloses or enables the identification of the Customer's Confidential Information, Customer Data, or customer-specific proprietary business information.

7.6.7 Where the Customer expressly identifies certain information as Confidential Information rather than Feedback, such information shall be governed by the confidentiality provisions of this Agreement and shall not be treated as Feedback unless the Customer subsequently agrees otherwise in writing.

7.6.8 The rights granted to the Company under this Clause shall survive the expiration or termination of this Agreement and shall continue with respect to all Feedback voluntarily provided by the Customer prior to such expiration or termination.

7.7 Intellectual Property Protection

7.7.1 Each Party shall respect and protect the Intellectual Property Rights of the other Party and shall not knowingly engage in, authorise, or permit any act that infringes, misappropriates, dilutes, or otherwise violates such Intellectual Property Rights.

7.7.2 The Customer shall take reasonable measures to safeguard the Software, Documentation, licence keys, authentication credentials, proprietary materials, and other Intellectual Property of the Company from unauthorised access, copying, disclosure, distribution, modification, misuse, or exploitation.

7.7.3 Without limiting the generality of this Clause, the Customer shall not knowingly:

(a) reproduce, distribute, or disclose the Company's proprietary materials except as expressly permitted under this Agreement;

(b) remove, alter, conceal, or obscure any copyright notice, trademark, patent notice, proprietary legend, licence notice, or other intellectual property notice contained in or affixed to the Software or Documentation;

(c) represent that the Software or any part thereof has been developed, authored, owned, or endorsed by any person other than the Company, except where expressly authorised in writing; or

(d) assist or knowingly permit any third party to infringe the Company's Intellectual Property Rights.

7.7.4 If either Party becomes aware of any actual or suspected infringement, unauthorised use, misappropriation, or other violation of the Company's Intellectual Property Rights relating to the Software, that Party shall promptly notify the Company and provide such reasonable information and cooperation as may be necessary to investigate the matter.

7.7.5 The Company shall have the sole right, but not the obligation, to determine whether, when, and in what manner any claim or legal proceeding relating to the infringement of its Intellectual Property Rights shall be pursued, settled, or otherwise resolved.

7.7.6 The Customer shall not commence or participate in any legal proceeding concerning the Company's Intellectual Property Rights in the Software in its own name without the Company's prior written consent, except where such action is required to protect the Customer's legal rights under applicable law.

7.7.7 Nothing contained in this Clause shall restrict either Party from seeking interim, injunctive, equitable, or other appropriate relief from a court or tribunal of competent jurisdiction where such relief is reasonably necessary to protect its Intellectual Property Rights.

7.7.8 The obligations contained in this Clause shall survive the expiration or termination of this Agreement for so long as the relevant Intellectual Property Rights remain protected under applicable law.

7.8 Intellectual Property Infringement

7.8.1 Subject to the terms and conditions of this Agreement, the Company shall defend, or at its option settle, any third-party claim brought against the Customer alleging that the Customer's authorised use of the Software, as supplied by the Company and used in accordance with this Agreement, directly infringes any copyright, patent, trademark, trade secret, or other Intellectual Property Right of such third party.

7.8.2 The Company's obligations under this Clause shall apply only if the Customer:

(a) promptly notifies the Company in writing upon becoming aware of the claim;

(b) provides the Company with reasonable information, documentation, and assistance relating to the claim;

(c) grants the Company sole control over the defence, negotiation, and settlement of the claim, provided that the Company shall not agree to any settlement that admits liability on behalf of the Customer or imposes any material obligation upon the Customer without the Customer's prior written consent, such consent not to be unreasonably withheld or delayed; and

(d) cooperates with the Company in the defence of the claim at the Company's reasonable request.

7.8.3 If the Software, or any material part of it, becomes, or in the Company's reasonable opinion is likely to become, the subject of a claim described in Clause 7.8.1, the Company may, at its option and expense:

(a) procure for the Customer the right to continue using the affected Software;

(b) modify the affected Software so that it becomes non-infringing without materially reducing its core functionality;

(c) replace the affected Software with substantially equivalent software providing materially similar functionality; or

(d) if none of the foregoing options is commercially reasonable, terminate the affected licence upon written notice and refund the unearned portion of any prepaid licence or subscription fees relating solely to the affected Software, calculated on a pro-rata basis.

7.8.4 The Company shall have no liability under this Clause to the extent that the alleged infringement arises from:

(a) use of the Software other than in accordance with this Agreement or the Documentation;

(b) modification of the Software by the Customer or any third party without the Company's written authorisation;

(c) combination of the Software with hardware, software, services, or technology not supplied or approved by the Company, where the infringement would not have occurred but for such combination;

(d) continued use of the Software after the Company has provided a non-infringing replacement, modification, or reasonable workaround;

(e) Customer specifications, designs, instructions, or materials that the Company was required to implement at the Customer's direction and which give rise to the alleged infringement; or

(f) Third-Party Components that are separately licensed by the Customer directly from the relevant third-party owner or licensor.

7.8.5 If a third party alleges that Customer Data, Customer-provided materials, or Customer specifications infringe that third party's Intellectual Property Rights, the Customer shall defend, or at its option settle, such claim and shall indemnify the Company against any finally awarded damages, settlements, and reasonable legal costs arising from such claim, to the extent caused by the Customer's materials or instructions.

7.8.6 The remedies set out in this Clause constitute the Company's primary contractual obligations with respect to third-party intellectual property infringement claims relating to the Software, without prejudice to any mandatory rights or remedies that cannot lawfully be excluded under applicable law.

7.8.7 Nothing contained in this Clause shall limit either Party's right to seek interim or injunctive relief where reasonably necessary to protect its Intellectual Property Rights.

7.8.8 The rights and obligations contained in this Clause shall survive the expiration or termination of this Agreement with respect to any claim arising from events occurring before such expiration or termination.

7.9 Open-Source Software

7.9.1 The Software may include, incorporate, or interoperate with certain open-source software, libraries, frameworks, utilities, or other components ("Open-Source Software") that are distributed under one or more open-source licence terms.

7.9.2 Ownership of all Open-Source Software shall remain with the respective copyright holders or contributors, and nothing contained in this Agreement shall transfer or assign any ownership interest in such Open-Source Software.

7.9.3 Where Open-Source Software is included as part of the Software, the Customer's use of such Open-Source Software shall, to the extent applicable, also be governed by the relevant open-source licence terms. In the event of a conflict between this Agreement and the mandatory provisions of the applicable open-source licence relating solely to the Open-Source Software, the mandatory provisions of the applicable open-source licence shall prevail with respect to that Open-Source Software only.

7.9.4 Except to the extent required by the applicable open-source licence, the inclusion or use of Open-Source Software shall not:

(a) affect the Company's ownership of the Software;

(b) transfer any Intellectual Property Rights in the Company's proprietary software to the Customer or any third party;

(c) require the Company to disclose the source code of its proprietary Software; or

(d) alter the licence granted under this Agreement for the Company's proprietary Software.

7.9.5 The Company shall use commercially reasonable efforts to ensure that the Open-Source Software incorporated into the Software is used in accordance with its applicable licence terms.

7.9.6 The Customer shall not modify, combine, distribute, or otherwise use the Open-Source Software in a manner that would:

(a) cause the Company's proprietary Software to become subject to any open-source licence obligations not otherwise applicable;

(b) require disclosure of the Company's proprietary source code where such disclosure is not required under the applicable open-source licence;

(c) breach the applicable open-source licence terms; or

(d) infringe the Intellectual Property Rights of the relevant copyright holders.

7.9.7 Where required by the applicable open-source licence, the Company shall make available the relevant copyright notices, licence texts, acknowledgements, attribution notices, or source code relating solely to the applicable Open-Source Software, in the manner required by such licence.

7.9.8 The Company does not represent or warrant that Open-Source Software developed or maintained by independent third parties will continue to be available, maintained, updated, or supported by those third parties. However, where the Company reasonably determines that replacement of an Open-Source Software component is necessary for security, legal, operational, or technical reasons, the Company may replace such component with a functionally equivalent alternative, provided that such replacement does not materially reduce the core functionality of the Software.

7.9.9 Nothing contained in this Clause shall limit the Company's obligations under this Agreement in respect of the proprietary Software supplied by the Company or the support services expressly agreed to be provided under this Agreement.

7.9.10 The provisions of this Clause shall survive the expiration or termination of this Agreement to the extent necessary to comply with applicable open-source licence obligations or to protect the Intellectual Property Rights of the respective copyright holders.

7.10 Reservation of Intellectual Property Rights

7.10.1 Except for the limited rights and licences expressly granted under this Agreement, each Party reserves all rights, title, and interest in and to its respective Intellectual Property Rights.

7.10.2 Without limiting Clause 7.10.1, the Company expressly reserves all rights not expressly granted to the Customer in relation to:

(a) the Software;

(b) the source code and object code;

(c) software architecture, algorithms, business logic, methodologies, frameworks, and technical processes;

(d) Documentation;

(e) trademarks, trade names, logos, branding, domain names, and other proprietary identifiers;

(f) software development tools, APIs, SDKs, libraries, utilities, reusable components, and development methodologies;

(g) updates, upgrades, enhancements, derivative works, and future versions of the Software; and

(h) all associated Intellectual Property Rights.

7.10.3 Nothing contained in this Agreement shall be interpreted as granting to either Party, whether by implication, estoppel, course of dealing, payment of fees, participation in implementation activities, disclosure of Confidential Information, or otherwise, any Intellectual Property Rights not expressly granted under this Agreement.

7.10.4 Except as expressly provided in this Agreement, neither Party shall:

(a) register or attempt to register the other Party's Intellectual Property Rights;

(b) claim ownership of the other Party's Intellectual Property Rights;

(c) remove, alter, conceal, or obscure proprietary notices relating to the other Party's Intellectual Property Rights; or

(d) knowingly take any action inconsistent with the ownership rights of the other Party.

7.10.5 The exercise by either Party of any rights granted under this Agreement shall not affect or diminish the ownership or validity of the other Party's Intellectual Property Rights.

7.10.6 The Company's failure to enforce any Intellectual Property Right or any provision of this Agreement at any time shall not constitute a waiver of such right and shall not prevent the Company from enforcing such right at a later time.

7.10.7 The reservation of Intellectual Property Rights contained in this Clause shall apply during the Term of this Agreement and shall survive its expiration or termination for so long as the relevant Intellectual Property Rights remain protected under applicable law.

7.11 Continuing Intellectual Property Obligations

7.11.1 The rights and obligations relating to Intellectual Property Rights under this Agreement shall survive the expiration or termination of this Agreement to the extent that, by their nature or by the express provisions of this Agreement, they are intended to continue.

7.11.2 Without limitation, the following obligations shall survive the expiration or termination of this Agreement:

(a) the Company's ownership of the Software and all associated Intellectual Property Rights;

(b) the Customer's ownership of Customer Data and its Background Intellectual Property;

(c) the Parties' respective ownership of their Background Intellectual Property;

(d) obligations relating to the protection of Intellectual Property Rights;

(e) obligations relating to Confidential Information to the extent provided elsewhere in this Agreement;

(f) obligations concerning Third-Party Software and Open-Source Software to the extent required by their applicable licence terms;

(g) restrictions on unauthorised copying, disclosure, modification, reverse engineering, distribution, or misuse of the Software;

(h) any licences expressly stated in this Agreement to survive termination, including licences relating to Feedback, where applicable;

(i) obligations relating to pending or existing Intellectual Property infringement claims arising from events occurring before expiration or termination; and

(j) any other provision of this Agreement that is expressly stated, or by its nature intended, to survive.

7.11.3 Upon expiration or termination of this Agreement, the Customer shall, to the extent required by this Agreement:

(a) cease using the Software where the applicable licence has expired or terminated;

(b) discontinue any use of the Company's Intellectual Property Rights not otherwise authorised in writing;

(c) return, delete, or securely destroy the Company's Confidential Information, Documentation, licence keys, proprietary materials, and other items as required under this Agreement; and

(d) certify such return, deletion, or destruction if reasonably requested by the Company, except to the extent retention is required by applicable law.

7.11.4 Expiration or termination of this Agreement shall not affect the validity, ownership, enforceability, or duration of any Intellectual Property Rights belonging to either Party or to any third-party owner or licensor.

7.11.5 Nothing contained in this Clause shall prevent either Party from exercising any legal or equitable remedy available under this Agreement or applicable law in respect of any infringement, misappropriation, misuse, or other violation of Intellectual Property Rights occurring before or after the expiration or termination of this Agreement.

7.11.6 The continuing obligations contained in this Clause are intended to preserve the legitimate Intellectual Property Rights and commercial interests of both Parties and shall be interpreted in a manner consistent with the ownership, licensing, confidentiality, and data protection provisions of this Agreement.

ARTICLE 8 – CONFIDENTIALITY

8.1 Definition of Confidential Information

8.2 Confidentiality Obligations

8.3 Permitted Disclosures

8.4 Exclusions from Confidential Information

8.5 Protection of Confidential Information

8.6 Return or Destruction of Confidential Information

8.7 Injunctive & Equitable Relief

8.8 Survival of Confidentiality Obligations

8.1 Definition of Confidential Information

8.1.1 For the purposes of this Agreement, **"Confidential Information"** means any information, whether disclosed before, on, or after the Effective Date, in oral, written, electronic, digital, visual, or any other tangible or intangible form, that is disclosed or made available by one Party ("Disclosing Party") to the other Party ("Receiving Party") and that:

(a) is designated as confidential or proprietary;

(b) would reasonably be understood to be confidential by its nature or the circumstances of its disclosure; or

(c) derives independent commercial, technical, financial, strategic, or competitive value from not being generally known.

8.1.2 Without limiting the generality of Clause 8.1.1, Confidential Information includes, where applicable:

(a) the Software, source code, object code, algorithms, software architecture, technical designs, methodologies, frameworks, workflows, business logic, APIs, SDKs, development tools, utilities, and Documentation;

(b) product roadmaps, development plans, technical specifications, research, inventions, discoveries, know-how, trade secrets, and proprietary technology;

(c) pricing, quotations, commercial proposals, financial information, business plans, budgets, forecasts, marketing strategies, customer lists, supplier information, and commercial arrangements;

(d) implementation plans, project documentation, support records, security procedures, audit reports, technical reports, testing results, and system configurations;

(e) Customer Data, business records, operational information, business processes, policies, manuals, reports, and proprietary business information of the Customer;

(f) passwords, authentication credentials, encryption keys, security configurations, network architecture, vulnerability information, and other security-related information;

(g) all Intellectual Property Rights and proprietary materials belonging to either Party; and

(h) any copies, extracts, summaries, analyses, compilations, translations, notes, or derivative materials prepared from the foregoing.

8.1.3 Confidential Information includes information disclosed by:

(a) either Party;

(b) their respective Affiliates;

(c) employees;

(d) directors;

(e) officers;

(f) consultants;

(g) professional advisers;

(h) authorised subcontractors; or

(i) any other person authorised to disclose such information on behalf of the Disclosing Party.

8.1.4 Confidential Information shall remain the property of the Disclosing Party. No disclosure of Confidential Information under this Agreement shall be construed as granting any ownership interest, licence, assignment, or other Intellectual Property Right except to the limited extent expressly provided in this Agreement.

8.1.5 Information shall not lose its confidential character solely because:

(a) it is disclosed verbally;

(b) it is not marked or labelled as "Confidential";

(c) it is disclosed during meetings, demonstrations, workshops, training sessions, implementation activities, support activities, or business discussions; or

(d) it is stored or transmitted electronically or through digital communication systems.

8.1.6 The Parties acknowledge that the Confidential Information disclosed under this Agreement is valuable and proprietary and that unauthorised disclosure or misuse may cause substantial commercial, operational, financial, or reputational harm to the Disclosing Party.

8.1.7 The definition of Confidential Information contained in this Clause shall be interpreted broadly to protect the legitimate commercial interests of both Parties while remaining subject to the exclusions expressly provided in Clause 8.4 of this Agreement.

8.2 Confidentiality Obligations

8.2.1 Each Party, as the Receiving Party, shall keep the Confidential Information of the other Party strictly confidential and shall use at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

8.2.2 The Receiving Party shall use the Confidential Information solely for the purposes of:

(a) exercising its rights under this Agreement;

(b) performing its obligations under this Agreement;

(c) administering, implementing, supporting, maintaining, or using the Software in accordance with this Agreement; or

(d) any other purpose expressly authorised in writing by the Disclosing Party.

8.2.3 Except as expressly permitted under this Agreement or with the prior written consent of the Disclosing Party, the Receiving Party shall not:

(a) disclose Confidential Information to any third party;

(b) copy, reproduce, distribute, publish, or otherwise communicate Confidential Information except as reasonably necessary for the performance of this Agreement;

(c) use Confidential Information for its own commercial advantage or for the benefit of any third party;

(d) reverse engineer, analyse, or otherwise use Confidential Information for the purpose of developing or assisting in the development of competing products or services; or

(e) knowingly permit any unauthorised person to access or use Confidential Information.

8.2.4 The Receiving Party may disclose Confidential Information only to those of its:

(a) employees;

(b) directors;

(c) officers;

(d) Affiliates;

(e) consultants;

(f) professional advisers;

(g) authorised subcontractors; or

(h) service providers,

who have a legitimate need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those contained in this Agreement. The Receiving Party shall remain responsible for any breach of this Clause by such persons to the same extent as if the breach had been committed by the Receiving Party itself.

8.2.5 The Receiving Party shall implement and maintain appropriate administrative, physical, organisational, and technical measures reasonably designed to protect Confidential Information against unauthorised access, disclosure, alteration, copying, misuse, loss, destruction, or theft.

8.2.6 The Receiving Party shall promptly notify the Disclosing Party upon becoming aware of any actual or reasonably suspected unauthorised access, disclosure, loss, misuse, or compromise of the Disclosing Party's Confidential Information and shall cooperate in good faith to mitigate the effects of such incident.

8.2.7 Nothing contained in this Clause shall prevent either Party from independently developing products, services, technologies, methodologies, or business processes, provided that such development does not involve the unauthorised use or disclosure of the other Party's Confidential Information.

8.2.8 The confidentiality obligations contained in this Clause shall apply throughout the Term of this Agreement and thereafter in accordance with Clause 8.8, irrespective of the manner in which the Confidential Information was disclosed.

8.3 Permitted Disclosures

8.3.1 Notwithstanding any other provision of this Agreement, the Receiving Party may disclose the Disclosing Party's Confidential Information only to the extent reasonably necessary under the circumstances described in this Clause.

8.3.2 The Receiving Party may disclose Confidential Information to its:

(a) employees;

(b) directors;

(c) officers;

(d) Affiliates;

(e) consultants;

(f) professional advisers, including legal, accounting, taxation, auditing, insurance, and financial advisers;

(g) authorised subcontractors;

(h) cloud service providers, hosting providers, data centre operators, or other service providers engaged in connection with the performance of this Agreement; and

(i) financing institutions, investors, or prospective purchasers of the Receiving Party's business,

provided that such persons have a legitimate need to know the Confidential Information for purposes related to this Agreement and are subject to confidentiality obligations no less protective than those contained in this Agreement or are otherwise bound by professional or statutory duties of confidentiality.

8.3.3 The Receiving Party may disclose Confidential Information where such disclosure is required by:

(a) applicable law;

(b) any court of competent jurisdiction;

(c) any governmental authority;

(d) any regulatory authority having jurisdiction;

(e) any recognised stock exchange or securities regulator; or

(f) any lawful order, subpoena, summons, or compulsory legal process.

8.3.4 Where disclosure is required under Clause 8.3.3, the Receiving Party shall, to the extent legally permissible and reasonably practicable:

(a) promptly notify the Disclosing Party before making the disclosure;

(b) provide reasonable details of the required disclosure;

(c) cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking a protective order, confidential treatment, or other appropriate legal remedy; and

(d) disclose only that portion of the Confidential Information that is legally required to be disclosed.

8.3.5 The Receiving Party may disclose Confidential Information where such disclosure is reasonably necessary:

(a) to establish, exercise, or defend legal claims;

(b) to enforce rights or obligations arising under this Agreement;

(c) in connection with arbitration, mediation, judicial proceedings, or other recognised dispute resolution processes; or

(d) to comply with professional, ethical, or regulatory obligations applicable to the Receiving Party or its professional advisers.

8.3.6 Any disclosure made under this Clause shall not affect the confidential status of the disclosed information, and the Receiving Party shall use commercially reasonable efforts to ensure that the recipient maintains the confidentiality of the information to the fullest extent permitted by law.

8.3.7 Except as expressly permitted by this Clause, no public announcement, press release, marketing communication, customer reference, testimonial, case study, or other public disclosure referring to this Agreement or the relationship between the Parties shall be made without the prior written consent of the other Party, except where such disclosure is required by applicable law.

8.3.8 The Receiving Party shall remain responsible for ensuring that any disclosure made under this Clause is limited to the minimum extent reasonably necessary and is carried out in good faith and in accordance with this Agreement.

8.4 Exclusions from Confidential Information

8.4.1 Notwithstanding Clause 8.1, information shall not constitute Confidential Information to the extent that the Receiving Party demonstrates, through contemporaneous written records or other credible evidence, that such information:

(a) was publicly available at the time of disclosure, or subsequently became publicly available through no act or omission of the Receiving Party or any person for whom it is responsible;

(b) was lawfully in the possession of the Receiving Party, without restriction as to confidentiality, prior to its disclosure by the Disclosing Party;

(c) was lawfully received by the Receiving Party from a third party who was not, to the Receiving Party's knowledge, under any obligation of confidentiality or other legal restriction in respect of such information;

(d) was independently developed by or for the Receiving Party without use of, reference to, or reliance upon the Disclosing Party's Confidential Information; or

(e) has been expressly approved for public disclosure by the Disclosing Party through prior written authorisation.

8.4.2 The burden of establishing that any information falls within one or more of the exclusions contained in Clause 8.4.1 shall rest solely upon the Receiving Party.

8.4.3 Information shall not lose its status as Confidential Information merely because:

(a) individual elements of the information are publicly known, if the compilation, arrangement, selection, or combination of such elements remains confidential;

(b) similar information is independently developed by another person;

(c) the information is disclosed to a limited number of persons under confidentiality obligations; or

(d) the information can be reconstructed only through substantial analysis, investigation, or reverse engineering not otherwise permitted under this Agreement.

8.4.4 The exclusions contained in this Clause shall be interpreted narrowly so as not to defeat the legitimate commercial purpose of protecting Confidential Information under this Agreement.

8.4.5 Nothing contained in this Clause shall:

(a) affect either Party's obligations concerning Customer Data under this Agreement;

(b) affect obligations relating to personal data, privacy, or applicable data protection laws;

(c) permit the unauthorised use of Intellectual Property Rights belonging to either Party; or

(d) limit any obligation imposed by applicable law or by any separate confidentiality undertaking between the Parties.

8.4.6 Where only a portion of any disclosed information qualifies for exclusion under this Clause, the remaining information shall continue to be treated as Confidential Information to the extent it does not qualify for an exclusion.

8.4.7 The exclusions contained in this Clause shall not apply where information has become publicly available as a direct or indirect consequence of a breach of this Agreement or any other legal or contractual obligation owed to the Disclosing Party.

8.5 Protection of Confidential Information

8.5.1 Each Party shall implement and maintain appropriate administrative, organisational, physical, and technical safeguards to protect the Confidential Information of the other Party against unauthorised access, disclosure, alteration, copying, loss, destruction, misuse, or other unauthorised processing.

8.5.2 The Receiving Party shall protect the Disclosing Party's Confidential Information using at least the same degree of care that it applies to its own confidential information of a similar nature, but in no event less than a commercially reasonable standard of care.

8.5.3 Without limiting the generality of the foregoing, the Receiving Party shall, where reasonably appropriate:

(a) restrict access to Confidential Information on a need-to-know basis;

(b) implement appropriate authentication and access control mechanisms;

(c) maintain reasonable physical security for facilities where Confidential Information is stored or processed;

(d) use reasonable encryption, network security, and endpoint protection measures where appropriate;

(e) maintain appropriate backup and recovery procedures for Confidential Information under its control, where applicable;

(f) implement procedures designed to prevent accidental disclosure or unauthorised copying of Confidential Information; and

(g) periodically review and update its information security measures in light of evolving operational, technical, and security risks.

8.5.4 The Receiving Party shall ensure that all persons authorised to access the Disclosing Party's Confidential Information are informed of its confidential nature and are subject to confidentiality obligations consistent with this Agreement.

8.5.5 If the Receiving Party becomes aware of any actual or reasonably suspected unauthorised access, disclosure, misuse, loss, or compromise of the Disclosing Party's Confidential Information, it shall:

(a) notify the Disclosing Party without undue delay after becoming aware of the incident;

(b) provide reasonable details of the nature and extent of the incident, to the extent then known;

(c) take commercially reasonable steps to contain, investigate, and mitigate the effects of the incident; and

(d) cooperate in good faith with the Disclosing Party in relation to any reasonable investigation or remedial measures.

8.5.6 Neither Party shall be required to implement security measures that are disproportionate to the nature of the Confidential Information or inconsistent with applicable law, provided that the minimum standard of protection required under this Agreement is maintained.

8.5.7 The Receiving Party shall not reduce the level of protection applied to the Disclosing Party's Confidential Information below the standard required by this Agreement without the Disclosing Party's prior written consent.

8.5.8 The obligations contained in this Clause shall operate in conjunction with the information security, Customer Data, privacy, and data protection provisions of this Agreement and shall not limit any higher standard of protection required by applicable law or expressly agreed between the Parties.

8.6 Return or Destruction of Confidential Information

8.6.1 Upon the expiration or termination of this Agreement, or at any earlier time upon the written request of the Disclosing Party where reasonably appropriate, the Receiving Party shall, subject to this Clause, promptly cease using the Disclosing Party's Confidential Information except to the extent continued use or retention is expressly permitted under this Agreement or required by applicable law.

8.6.2 Upon the written request of the Disclosing Party, the Receiving Party shall, within a commercially reasonable period and at the Disclosing Party's election:

(a) return the Disclosing Party's Confidential Information; or

(b) securely delete, destroy, or permanently render inaccessible the Disclosing Party's Confidential Information,

to the extent such Confidential Information is under the Receiving Party's possession, custody, or control.

8.6.3 The Receiving Party shall use commercially reasonable methods appropriate to the nature of the Confidential Information when returning, deleting, destroying, or rendering such information inaccessible.

8.6.4 Upon the Disclosing Party's reasonable written request, an authorised representative of the Receiving Party shall provide a written certification confirming that the Receiving Party has substantially complied with the obligations contained in this Clause, except to the extent retention is permitted under Clause 8.6.5.

8.6.5 Notwithstanding the foregoing, the Receiving Party may retain Confidential Information to the extent that such retention is:

(a) required by applicable law, regulation, court order, or governmental authority;

(b) required to comply with legitimate accounting, taxation, auditing, regulatory, or corporate governance obligations;

(c) reasonably necessary for the establishment, exercise, or defence of legal claims;

(d) contained within routine backup media, disaster recovery systems, archival storage, or automated system backups, provided that such retained information is not readily accessible for ordinary business use and remains subject to the confidentiality obligations contained in this Agreement; or

(e) otherwise expressly permitted by this Agreement.

8.6.6 Any Confidential Information retained under Clause 8.6.5 shall:

(a) continue to be treated as Confidential Information;

(b) remain subject to all applicable confidentiality and security obligations under this Agreement; and

(c) not be used for any purpose other than the purpose for which its retention is permitted.

8.6.7 Where the return or destruction of Confidential Information is technically impracticable, commercially unreasonable, or prohibited by applicable law, the Receiving Party shall continue to protect such Confidential Information in accordance with this Agreement until lawful destruction or return becomes possible.

8.6.8 The return, deletion, destruction, or retention of Confidential Information under this Clause shall not affect:

(a) the ownership of the Confidential Information by the Disclosing Party;

(b) either Party's Intellectual Property Rights;

(c) any continuing obligations relating to Customer Data under this Agreement; or

(d) any other provision of this Agreement that is expressly stated, or by its nature intended, to survive expiration or termination.

8.6.9 The obligations contained in this Clause shall survive the expiration or termination of this Agreement for so long as any Confidential Information remains in the possession, custody, or control of the Receiving Party.

8.7 Injunctive & Equitable Relief

8.7.1 Each Party acknowledges that any actual or threatened unauthorised use, disclosure, misappropriation, or breach of the confidentiality obligations contained in this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone may not constitute an adequate remedy.

8.7.2 Accordingly, in the event of any actual or threatened breach of this Article or any unauthorised use or disclosure of Confidential Information, the affected Party shall be entitled, in addition to any other rights or remedies available under this Agreement or applicable law, to seek:

(a) temporary or interim injunctive relief;

(b) interlocutory or preliminary injunctions;

(c) permanent injunctive relief;

(d) specific performance;

(e) equitable relief; and

(f) any other appropriate relief available from a court or tribunal of competent jurisdiction.

8.7.3 The Parties acknowledge that the exercise of the rights described in this Clause shall not require the affected Party to elect between equitable relief and any other contractual or legal remedy. Such remedies may be pursued cumulatively to the extent permitted by applicable law.

8.7.4 Nothing contained in this Clause shall be interpreted as creating a presumption that an injunction will automatically be granted. The granting of any equitable remedy shall remain subject to the applicable law and the discretion of the competent court or tribunal.

8.7.5 Where reasonably practicable and consistent with the need to prevent further harm, the affected Party shall provide prompt written notice of the alleged breach to the other Party and, where appropriate, afford a reasonable opportunity to cease or remedy the breach before seeking equitable relief. This requirement shall not apply where prior notice would be likely to:

(a) frustrate the purpose of the requested relief;

(b) increase the risk of further disclosure or misuse of Confidential Information;

(c) result in irreparable harm; or

(d) otherwise be inappropriate under the circumstances.

8.7.6 Nothing contained in this Clause shall limit either Party's right to recover damages, indemnification, costs, expenses, or any other remedy available under this Agreement or applicable law where such recovery is otherwise permitted.

8.7.7 The rights and remedies provided under this Clause are cumulative and are in addition to, and not in substitution for, any other rights or remedies available under this Agreement or applicable law.

8.8 Survival of Confidentiality Obligations

8.8.1 The confidentiality obligations contained in this Article shall commence upon the disclosure of Confidential Information and shall remain in full force and effect throughout the Term of this Agreement.

8.8.2 Upon the expiration or termination of this Agreement, the confidentiality obligations of each Party shall continue for a period of **five (5) years**, or for such longer period as may be required by:

(a) applicable law;

(b) any separate written agreement between the Parties; or

(c) the nature of the Confidential Information, including trade secrets and proprietary information that remain legally protected beyond such period.

8.8.3 Notwithstanding Clause 8.8.2, any Confidential Information that constitutes a trade secret under applicable law shall remain protected for so long as it continues to qualify as a trade secret under the applicable law.

8.8.4 The expiration or termination of this Agreement shall not:

(a) release either Party from liability for any breach of confidentiality occurring before or after such expiration or termination;

(b) affect the ownership of Confidential Information or any Intellectual Property Rights of either Party;

(c) affect obligations relating to Customer Data, privacy, information security, or data protection under this Agreement; or

(d) limit any legal or equitable remedy available to either Party in respect of any breach of this Article.

8.8.5 The return, deletion, destruction, or permitted retention of Confidential Information under Clause 8.6 shall not terminate or reduce the confidentiality obligations contained in this Article with respect to any Confidential Information lawfully retained by the Receiving Party.

8.8.6 Each Party shall continue to protect any Confidential Information retained after the expiration or termination of this Agreement using the standard of care required under this Agreement until such Confidential Information no longer qualifies for protection under this Article or applicable law.

8.8.7 The provisions of this Article are intended to survive the expiration or termination of this Agreement to the extent necessary to preserve the legitimate commercial, technical, financial, and legal interests of the Parties and shall be interpreted accordingly.

ARTICLE 9 – DATA PROTECTION & PRIVACY

9.1 Compliance with Data Protection Laws

9.2 Roles of the Parties

9.3 Lawful Processing of Personal Data

9.4 Data Security Measures

9.5 Cross-Border Data Transfers

9.6 Sub-Processors & Third-Party Service Providers

9.7 Data Subject Rights

9.8 Personal Data Breach Notification

9.9 Data Retention & Deletion

9.10 Privacy Compliance & Audit

9.11 Continuing Data Protection Obligations

9.1 Compliance with Data Protection Laws

9.1.1 Each Party shall comply with all applicable data protection, privacy, and information governance laws, regulations, statutory requirements, and legally binding regulatory directions applicable to its respective rights, obligations, and activities under this Agreement ("Applicable Data Protection Laws").

9.1.2 Without limiting the generality of Clause 9.1.1, Applicable Data Protection Laws may include, where relevant and applicable:

(a) the Digital Personal Data Protection Act, 2023 (India), together with any rules, regulations, or amendments issued thereunder;

(b) the General Data Protection Regulation (EU) 2016/679 ("GDPR");

(c) the UK General Data Protection Regulation and the UK Data Protection Act 2018;

(d) the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), and other applicable United States privacy laws;

(e) any other national, regional, or international privacy or data protection legislation applicable to the processing of Personal Data under this Agreement.

9.1.3 Each Party shall implement and maintain policies, procedures, and practices reasonably designed to ensure its continuing compliance with the Applicable Data Protection Laws relevant to its activities under this Agreement.

9.1.4 Each Party shall obtain and maintain all consents, notices, permissions, authorisations, or other lawful bases required under the Applicable Data Protection Laws for the collection, use, disclosure, transfer, storage, and processing of Personal Data for which it is legally responsible.

9.1.5 The Company shall process Personal Data only:

(a) in accordance with this Agreement;

(b) in accordance with the Customer's lawful documented instructions, where applicable;

(c) as reasonably necessary to provide the Software and agreed services; or

(d) where otherwise required or permitted by Applicable Data Protection Laws.

9.1.6 Nothing contained in this Agreement shall require either Party to perform any act that would result in a violation of Applicable Data Protection Laws. Where compliance with this Agreement would conflict with such laws, the affected Party shall promptly notify the other Party and the Parties shall cooperate in good faith to implement a lawful and commercially reasonable alternative.

9.1.7 Each Party shall promptly notify the other Party if it becomes aware of any circumstance that is reasonably likely to materially affect its ability to comply with Applicable Data Protection Laws in connection with this Agreement.

9.1.8 The Parties acknowledge that their respective obligations under this Article shall be interpreted consistently with the confidentiality, Customer Data, information security, and Intellectual Property provisions of this Agreement.

9.1.9 Compliance with Applicable Data Protection Laws shall not, by itself, relieve either Party from performing any other contractual obligation under this Agreement unless such performance would be unlawful.

9.2 Roles of the Parties

9.2.1 The Parties acknowledge that, in connection with the processing of Personal Data under this Agreement, their respective roles shall be determined by the nature of the processing activities performed and the Applicable Data Protection Laws.

9.2.2 Unless otherwise expressly agreed in writing or required by Applicable Data Protection Laws:

(a) the Customer shall determine the purposes and means for which Personal Data is collected, used, stored, disclosed, and otherwise processed through the Software; and

(b) the Company shall process Personal Data solely for the purpose of providing the Software and the services contemplated under this Agreement.

9.2.3 Where Applicable Data Protection Laws recognise the concepts of **Data Controller** and **Data Processor**, or equivalent concepts such as **Data Fiduciary** and **Data Processor**, the Parties acknowledge that:

(a) the Customer shall ordinarily act as the Data Controller or Data Fiduciary (or equivalent legal role); and

(b) the Company shall ordinarily act as the Data Processor or equivalent service provider processing Personal Data on behalf of the Customer,

unless the Applicable Data Protection Laws or the specific processing activity require a different allocation of responsibilities.

9.2.4 Nothing contained in this Agreement shall prevent either Party from acting as an independent Data Controller, Data Fiduciary, or equivalent legal role with respect to Personal Data that it processes for its own independent legal, regulatory, employment, accounting, taxation, security, or business administration purposes.

9.2.5 The Company shall process Personal Data only:

(a) in accordance with this Agreement;

(b) in accordance with the Customer's lawful documented instructions, where applicable;

(c) to comply with Applicable Data Protection Laws; or

(d) to establish, exercise, or defend legal rights where permitted by law.

9.2.6 The Customer shall remain responsible for:

(a) determining the lawful basis for processing Personal Data;

(b) providing any required privacy notices;

(c) obtaining any necessary consents or authorisations, where required by Applicable Data Protection Laws;

(d) ensuring the accuracy and legality of the Personal Data submitted to the Software; and

(e) complying with all obligations imposed upon it under the Applicable Data Protection Laws.

9.2.7 The Company shall not be responsible for verifying whether the Customer has obtained the required lawful basis, notices, permissions, or consents for Personal Data processed through the Software, unless such verification is expressly included within the agreed scope of services.

9.2.8 Where either Party reasonably believes that a documented instruction from the other Party would violate Applicable Data Protection Laws, it shall promptly notify the other Party and may suspend the relevant processing activity until lawful instructions are received or the matter is otherwise resolved.

9.2.9 The allocation of responsibilities contained in this Clause is intended solely to clarify the Parties' respective contractual obligations and shall not limit or exclude any responsibility imposed directly upon either Party by Applicable Data Protection Laws.

9.3 Lawful Processing of Personal Data

9.3.1 The Company shall process Personal Data only to the extent reasonably necessary to perform its obligations under this Agreement and only in accordance with:

(a) this Agreement;

(b) the Customer's lawful documented instructions, where applicable;

(c) the Applicable Data Protection Laws; and

(d) any other lawful basis permitted or required under the Applicable Data Protection Laws.

9.3.2 Without limiting the generality of Clause 9.3.1, the Company may process Personal Data for the following purposes, where applicable:

(a) providing the Software and related services;

(b) implementation, installation, configuration, migration, training, maintenance, and technical support;

(c) authentication, access control, user administration, and security management;

(d) monitoring, troubleshooting, diagnostics, system maintenance, and performance optimisation;

(e) backup, disaster recovery, business continuity, and system resilience;

(f) preventing fraud, unauthorised access, cyber threats, or other security incidents;

(g) complying with legal, regulatory, judicial, or governmental requirements;

(h) establishing, exercising, or defending legal rights or claims; and

(i) any other purpose expressly authorised by the Customer or permitted by Applicable Data Protection Laws.

9.3.3 The Company shall not process Personal Data for any purpose that is materially inconsistent with the purposes described in this Agreement unless:

(a) the Customer has provided prior written authorisation;

(b) such processing is required by Applicable Data Protection Laws; or

(c) another lawful basis exists under the Applicable Data Protection Laws.

9.3.4 The Company shall use commercially reasonable efforts to ensure that access to Personal Data is limited to personnel, authorised subcontractors, and service providers who require such access for the performance of this Agreement and who are subject to appropriate confidentiality and data protection obligations.

9.3.5 The Customer represents and warrants that:

(a) it has the lawful authority to provide the Personal Data to the Company;

(b) the Personal Data has been collected and is processed in accordance with the Applicable Data Protection Laws;

(c) any notices, consents, permissions, or other lawful bases required for such processing have been obtained where legally required; and

(d) the Personal Data provided to the Company is relevant to the purposes for which it is processed under this Agreement.

9.3.6 The Company shall not knowingly process Personal Data in a manner that would cause either Party to violate the Applicable Data Protection Laws.

9.3.7 If the Company reasonably believes that a processing activity requested by the Customer is unlawful or inconsistent with the Applicable Data Protection Laws, the Company shall promptly notify the Customer and may suspend the affected processing activity until lawful instructions are received or the matter is otherwise resolved.

9.3.8 Where the Company is required by Applicable Data Protection Laws to process Personal Data independently of the Customer's instructions, the Company shall, to the extent legally permissible, inform the Customer before undertaking such processing.

9.3.9 Nothing contained in this Clause shall prevent the Company from processing anonymised or irreversibly de-identified information in accordance with this Agreement, provided that such information cannot reasonably be used to identify the Customer or any individual and does not disclose the Customer's Confidential Information.

9.3.10 The Parties shall cooperate in good faith to ensure that the processing of Personal Data under this Agreement remains lawful, proportionate, transparent, and consistent with the Applicable Data Protection Laws throughout the Term of this Agreement.

9.4 Data Security Measures

9.4.1 Each Party shall implement, maintain, and periodically review appropriate administrative, organisational, physical, and technical security measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, unauthorised access, or any other form of unlawful or unauthorised processing.

9.4.2 The security measures implemented under this Clause shall be appropriate having regard to:

(a) the nature, scope, context, and purposes of the processing;

(b) the sensitivity and volume of the Personal Data;

(c) the likelihood and severity of potential risks to individuals;

(d) the current state of technology;

(e) the cost and practicality of implementation; and

(f) the operational environment in which the Personal Data is processed.

9.4.3 Without limiting the generality of Clause 9.4.1, the Company shall use commercially reasonable efforts to implement security measures appropriate to the services provided under this Agreement, which may include, where applicable:

(a) authentication and identity management controls;

(b) role-based access controls and least-privilege principles;

(c) encryption of Personal Data during transmission and, where appropriate, at rest;

(d) network security controls, including firewalls and intrusion detection or prevention mechanisms where appropriate;

(e) anti-malware and endpoint protection measures;

(f) security monitoring, logging, and audit capabilities;

(g) secure backup, disaster recovery, and business continuity procedures;

(h) vulnerability management, security updates, and patch management;

(i) secure software development and change management practices; and

(j) periodic security awareness and confidentiality training for personnel with authorised access to Personal Data.

9.4.4 The Customer shall implement and maintain appropriate security measures for its own infrastructure, devices, user accounts, authentication credentials, networks, operating systems, databases, and other systems under its control that interact with the Software.

9.4.5 Access to Personal Data shall be restricted to persons who require such access for legitimate business purposes connected with this Agreement and who are subject to appropriate confidentiality and security obligations.

9.4.6 Neither Party shall intentionally introduce or knowingly permit malware, malicious code, unauthorised software, or other harmful technologies into the systems used in connection with the performance of this Agreement.

9.4.7 Each Party shall periodically review and, where reasonably necessary, update its information security measures to address changes in technology, business operations, identified vulnerabilities, emerging cyber threats, and Applicable Data Protection Laws.

9.4.8 Where either Party becomes aware of a material weakness in its security measures that is reasonably likely to affect the protection of Personal Data processed under this Agreement, that Party shall take commercially reasonable steps to investigate, mitigate, and remediate the identified weakness without undue delay.

9.4.9 The security measures required under this Clause are intended to reduce reasonably foreseeable risks and shall not be construed as a warranty or guarantee that any system, network, software, or security control is immune from cyber-attacks, unauthorised access, or other security incidents.

9.4.10 The obligations contained in this Clause shall be interpreted consistently with the confidentiality, information security, Customer Data, and Personal Data Breach provisions of this Agreement and shall continue throughout the period during which either Party processes Personal Data under this Agreement.

9.5 Cross-Border Data Transfers

9.5.1 The Parties acknowledge that, in the course of providing or using the Software and the services under this Agreement, Personal Data may be transferred to, accessed from, stored in, or otherwise processed in one or more jurisdictions other than the jurisdiction in which such Personal Data was originally collected.

9.5.2 Each Party shall ensure that any cross-border transfer or international processing of Personal Data undertaken by or on its behalf complies with the Applicable Data Protection Laws and is supported by an appropriate lawful transfer mechanism where required.

9.5.3 The Company shall not transfer Personal Data to another country or permit access to Personal Data from another jurisdiction unless:

(a) such transfer or access is reasonably necessary for the performance of this Agreement;

(b) the transfer is authorised or instructed by the Customer, where required by Applicable Data Protection Laws;

(c) the transfer is required by applicable law, a court of competent jurisdiction, or a lawful governmental or regulatory authority; or

(d) another lawful basis for the transfer exists under the Applicable Data Protection Laws.

9.5.4 Where Applicable Data Protection Laws require additional safeguards for cross-border transfers, the Company shall use commercially reasonable efforts to implement appropriate measures, which may include, where applicable:

(a) contractual safeguards approved or recognised under the Applicable Data Protection Laws;

(b) transfers to jurisdictions recognised as providing an adequate level of data protection;

(c) binding corporate rules or equivalent recognised transfer mechanisms;

(d) technical and organisational safeguards designed to protect Personal Data during international transfers; or

(e) any other lawful transfer mechanism recognised under the Applicable Data Protection Laws.

9.5.5 The Company shall use commercially reasonable efforts to ensure that any authorised subcontractor, cloud service provider, hosting provider, or other third-party service provider involved in a cross-border transfer of Personal Data is contractually required to protect such Personal Data in a manner substantially consistent with the requirements of this Agreement and the Applicable Data Protection Laws.

9.5.6 Nothing contained in this Clause shall prevent the Company from using globally distributed infrastructure, cloud services, disaster recovery facilities, technical support centres, or security monitoring services, provided that the processing of Personal Data remains compliant with the Applicable Data Protection Laws and the obligations contained in this Agreement.

9.5.7 Where the Customer instructs the Company to transfer Personal Data to a jurisdiction that, in the Company's reasonable opinion, may not satisfy the requirements of the Applicable Data Protection Laws, the Company shall promptly notify the Customer. The Parties shall cooperate in good faith to identify and implement an appropriate lawful transfer mechanism before the transfer proceeds.

9.5.8 The Company shall maintain reasonable records of the lawful basis and applicable safeguards supporting cross-border transfers of Personal Data where such records are required by the Applicable Data Protection Laws.

9.5.9 Nothing contained in this Clause shall relieve either Party of its independent obligations under the Applicable Data Protection Laws relating to the international transfer, storage, access, or processing of Personal Data.

9.5.10 The obligations contained in this Clause shall survive the expiration or termination of this Agreement for so long as either Party retains or continues to process Personal Data transferred under this Agreement.

9.6 Sub-Processors & Third-Party Service Providers

9.6.1 The Customer acknowledges and agrees that, in the performance of this Agreement, the Company may engage one or more subcontractors, sub-processors, cloud service providers, hosting providers, data centre operators, managed service providers, consultants, or other third-party service providers (collectively, "Sub-Processors") to perform specific services or processing activities on behalf of the Company.

9.6.2 The Company shall engage Sub-Processors only where reasonably necessary for the performance of this Agreement and shall exercise reasonable care in selecting Sub-Processors having regard to the nature of the services to be performed and the Personal Data involved.

9.6.3 The Company shall ensure that each Sub-Processor that processes Personal Data on behalf of the Company is bound by a written agreement requiring the Sub-Processor to:

(a) process Personal Data only for the purposes authorised by the Company and consistent with this Agreement;

(b) maintain appropriate technical and organisational security measures;

(c) protect the confidentiality of Personal Data;

(d) comply with Applicable Data Protection Laws to the extent applicable to the services performed;

(e) assist the Company in fulfilling its obligations under this Agreement where reasonably necessary; and

(f) return or securely delete Personal Data upon completion of the relevant services, unless retention is required by applicable law.

9.6.4 The Company shall remain responsible for the performance of its obligations under this Agreement and for the acts and omissions of its Sub-Processors to the extent that such acts or omissions would constitute a breach of this Agreement if committed by the Company directly, except where liability cannot lawfully be assumed under Applicable Data Protection Laws.

9.6.5 The Company may replace, appoint, or remove Sub-Processors during the Term of this Agreement, provided that such appointment does not materially reduce the level of protection afforded to Personal Data under this Agreement or Applicable Data Protection Laws.

9.6.6 Upon the Customer's reasonable written request, and subject to the Company's legitimate confidentiality, security, and commercial obligations, the Company shall provide reasonable information regarding the categories of Sub-Processors engaged in connection with the processing of Personal Data under this Agreement.

9.6.7 Where a Sub-Processor is located in, or processes Personal Data from, a jurisdiction different from that of the Customer, the Company shall ensure that such processing complies with Clause 9.5 (Cross-Border Data Transfers) and the Applicable Data Protection Laws.

9.6.8 The Customer acknowledges that certain infrastructure providers, cloud platforms, telecommunications providers, internet service providers, payment processors, and similar technology providers may process Personal Data as part of the normal operation of the Software or related services. Such processing shall be subject to appropriate contractual, technical, or legal safeguards consistent with this Agreement.

9.6.9 Nothing contained in this Clause shall prevent the Company from engaging professional advisers, auditors, insurers, financial institutions, or other service providers who may receive limited access to Personal Data where such access is reasonably necessary for legal compliance, professional services, insurance, financing, regulatory obligations, or the protection of the Company's legitimate business interests, provided that appropriate confidentiality and data protection obligations apply.

9.6.10 The obligations contained in this Clause shall be interpreted consistently with the confidentiality, Customer Data, information security, and cross-border data transfer provisions of this Agreement and shall survive the expiration or termination of this Agreement to the extent required by Applicable Data Protection Laws.

9.7 Data Subject Rights

9.7.1 Each Party shall comply with the Applicable Data Protection Laws concerning the rights of individuals whose Personal Data is processed under this Agreement ("Data Subjects").

9.7.2 Unless otherwise required by Applicable Data Protection Laws or expressly agreed in writing, the Customer shall be primarily responsible for receiving, evaluating, and responding to requests made by Data Subjects relating to Personal Data processed through the Software.

9.7.3 Where the Company receives a request directly from a Data Subject relating to Personal Data processed on behalf of the Customer, the Company shall, unless prohibited by Applicable Data Protection Laws:

(a) promptly notify the Customer of the request;

(b) refrain from responding directly to the request except to acknowledge receipt or where legally required;

(c) process the request only in accordance with the Customer's lawful documented instructions or Applicable Data Protection Laws; and

(d) provide reasonable cooperation to enable the Customer to respond to the request.

9.7.4 Subject to the nature of the services provided and the technical capabilities of the Software, the Company shall use commercially reasonable efforts to assist the Customer, upon reasonable request, in responding to Data Subject requests relating to:

(a) access to Personal Data;

(b) correction or rectification of inaccurate Personal Data;

(c) deletion, erasure, or anonymisation of Personal Data;

(d) restriction or objection to processing, where applicable;

(e) portability of Personal Data, where required by Applicable Data Protection Laws;

(f) withdrawal of consent, where consent is the lawful basis for processing; and

(g) any other rights available to Data Subjects under the Applicable Data Protection Laws.

9.7.5 The Company shall not be required to comply with any Customer instruction under this Clause where:

(a) such instruction would violate Applicable Data Protection Laws;

(b) compliance is technically impossible or commercially unreasonable in light of the services provided;

(c) compliance would adversely affect the rights or freedoms of another individual or third party; or

(d) the Company is otherwise prohibited by applicable law.

9.7.6 Where assistance requested by the Customer requires material additional effort beyond the standard support services included under this Agreement, the Parties may agree that such assistance shall be provided as additional professional services subject to separate commercial terms.

9.7.7 Each Party shall maintain appropriate procedures for identifying, documenting, and responding to Data Subject requests in accordance with the Applicable Data Protection Laws applicable to its respective role.

9.7.8 Nothing contained in this Clause shall:

(a) alter the allocation of responsibilities between the Parties established under Clause 9.2 (Roles of the Parties);

(b) require either Party to disclose information protected by legal privilege or other applicable legal restrictions;

(c) require either Party to retain Personal Data longer than permitted or required by Applicable Data Protection Laws; or

(d) limit any obligation imposed directly upon either Party by Applicable Data Protection Laws.

9.7.9 The obligations contained in this Clause shall survive the expiration or termination of this Agreement to the extent either Party continues to process or retain Personal Data subject to Applicable Data Protection Laws.

9.8 Personal Data Breach Notification

9.8.1 Each Party shall maintain appropriate procedures for identifying, recording, investigating, responding to, and mitigating any actual or reasonably suspected Personal Data Breach affecting Personal Data processed under this Agreement.

9.8.2 If either Party becomes aware of a Personal Data Breach affecting Personal Data processed in connection with this Agreement, that Party shall:

(a) take commercially reasonable steps to contain, investigate, mitigate, and remediate the breach;

(b) preserve relevant evidence to the extent reasonably practicable;

(c) assess the nature, scope, and potential impact of the breach; and

(d) comply with its obligations under the Applicable Data Protection Laws.

9.8.3 Where the Company becomes aware of a Personal Data Breach affecting Personal Data processed on behalf of the Customer, the Company shall notify the Customer without undue delay after becoming aware of the breach and, to the extent reasonably available at the time of notification, provide:

(a) a description of the nature of the Personal Data Breach;

(b) the categories and, where reasonably practicable, the approximate volume of Personal Data affected;

(c) the likely consequences of the Personal Data Breach, if known;

(d) the measures taken or proposed to contain, investigate, mitigate, and remediate the breach; and

(e) the contact details of an appropriate representative for further communication regarding the breach.

9.8.4 If all relevant information is not available at the time of the initial notification, the Company may provide the information in phases as it becomes available and shall continue to keep the Customer reasonably informed regarding material developments.

9.8.5 Unless otherwise required by Applicable Data Protection Laws or expressly authorised in writing by the Customer, the Company shall not notify any Data Subject, regulatory authority, governmental authority, or other third party regarding a Personal Data Breach relating to Personal Data processed on behalf of the Customer, except where such notification is legally required.

9.8.6 The Customer shall be responsible for determining, in accordance with the Applicable Data Protection Laws, whether notification of a Personal Data Breach to Data

Subjects, regulators, governmental authorities, business partners, or other affected persons is required, except to the extent that the Company is directly required by law to make such notification.

9.8.7 Each Party shall cooperate in good faith with the other Party in investigating the Personal Data Breach, mitigating its effects, complying with Applicable Data Protection Laws, preserving relevant evidence, and responding to any lawful inquiry, investigation, or regulatory proceeding relating to the breach.

9.8.8 Neither Party shall make any public statement, press release, customer communication, or other public announcement concerning a Personal Data Breach affecting the other Party without the prior written consent of the other Party, except where such disclosure is required by Applicable Data Protection Laws or a competent governmental or regulatory authority.

9.8.9 The occurrence of a Personal Data Breach shall not, by itself, constitute evidence of negligence, breach of this Agreement, or non-compliance with Applicable Data Protection Laws. Liability, if any, shall be determined in accordance with the facts, this Agreement, the Applicable Data Protection Laws, and any decision of a court or competent authority.

9.8.10 The obligations contained in this Clause shall survive the expiration or termination of this Agreement for so long as either Party retains or processes Personal Data relating to this Agreement or remains subject to notification obligations under the Applicable Data Protection Laws.

9.9 Data Retention & Deletion

9.9.1 Each Party shall retain Personal Data only for so long as is reasonably necessary to fulfil the purposes for which such Personal Data is processed under this Agreement, unless a longer retention period is required or permitted by Applicable Data Protection Laws or other applicable legal obligations.

9.9.2 The Customer shall determine the applicable retention periods for Personal Data processed through the Software, except where the Company is independently required by Applicable Data Protection Laws or other applicable legal obligations to retain specific Personal Data.

9.9.3 The Company shall not retain Personal Data for longer than is reasonably necessary for:

(a) providing the Software and the agreed services;

(b) fulfilling its contractual obligations under this Agreement;

(c) complying with Applicable Data Protection Laws;

(d) complying with taxation, accounting, auditing, corporate governance, or other legal or regulatory requirements;

(e) establishing, exercising, or defending legal claims; or

(f) maintaining legitimate business records where retention is permitted by Applicable Data Protection Laws.

9.9.4 Upon the expiration or termination of this Agreement, or upon the Customer's lawful written request where applicable, the Company shall, within a commercially reasonable period and subject to Clauses 9.9.5 and 9.9.6:

(a) return the Personal Data to the Customer in a commercially reasonable and commonly used electronic format, where reasonably practicable; or

(b) securely delete, destroy, anonymise, or permanently render inaccessible the Personal Data remaining under the Company's possession, custody, or control.

9.9.5 Notwithstanding Clause 9.9.4, the Company may retain Personal Data where such retention is:

(a) required by Applicable Data Protection Laws;

(b) required by a court order, governmental authority, or regulatory authority;

(c) necessary to establish, exercise, or defend legal claims;

(d) contained within routine backup systems, disaster recovery systems, archival media, or immutable security backups that cannot reasonably be altered without compromising system integrity, provided that such retained Personal Data remains protected and is not restored for ordinary business use except where reasonably necessary; or

(e) otherwise expressly permitted under this Agreement.

9.9.6 Personal Data retained pursuant to Clause 9.9.5 shall:

(a) remain subject to the confidentiality, privacy, and security obligations contained in this Agreement;

(b) not be processed for any purpose other than the lawful purpose for which it has been retained; and

(c) be securely deleted, destroyed, anonymised, or rendered inaccessible when the lawful basis for retention no longer exists.

9.9.7 Where anonymisation is used, the Company shall use commercially reasonable measures to ensure that the resulting information can no longer reasonably be used to identify any individual, either directly or indirectly, having regard to the available technology and the circumstances of the processing.

9.9.8 Upon the Customer's reasonable written request, the Company shall provide a written confirmation, signed by an authorised representative, that the Company has substantially complied with its obligations under this Clause, except to the extent Personal Data is lawfully retained pursuant to Clause 9.9.5.

9.9.9 Nothing contained in this Clause shall:

(a) affect the ownership of Customer Data or Personal Data;

(b) limit any obligation relating to Confidential Information, Intellectual Property Rights, or information security under this Agreement;

(c) require either Party to retain Personal Data longer than permitted or required by Applicable Data Protection Laws; or

(d) prevent either Party from complying with any lawful preservation obligation imposed by a court, governmental authority, regulatory authority, or Applicable Data Protection Laws.

9.9.10 The obligations contained in this Clause shall survive the expiration or termination of this Agreement for so long as either Party retains Personal Data processed under this Agreement or remains subject to applicable legal retention obligations.

9.10 Privacy Compliance & Audit

9.10.1 Each Party shall maintain appropriate records, policies, procedures, and internal controls reasonably necessary to demonstrate compliance with its obligations under this Article and the Applicable Data Protection Laws applicable to its respective activities.

9.10.2 Upon the Customer's reasonable written request, and not more than once in any twelve (12) month period unless required by Applicable Data Protection Laws or a competent regulatory authority, the Company shall provide reasonable information demonstrating its compliance with the privacy and data protection obligations contained in this Agreement.

9.10.3 The Company may satisfy its obligations under Clause 9.10.2 by providing, where available and appropriate:

(a) summaries of its privacy and information security policies;

(b) relevant independent audit reports or assurance reports;

(c) recognised security or compliance certifications;

(d) responses to reasonable security or privacy questionnaires; or

(e) other documentation reasonably demonstrating compliance,

provided that such disclosure does not compromise the Company's security, Confidential Information, trade secrets, or the rights of other customers.

9.10.4 Where the Customer reasonably believes, based upon objective evidence, that the information provided under Clause 9.10.3 is insufficient to verify a material privacy compliance issue directly affecting the Customer, the Parties may agree to conduct a limited audit of the relevant processing activities.

9.10.5 Any audit conducted under this Clause shall:

(a) be limited to matters directly relevant to the Company's processing of the Customer's Personal Data;

(b) be conducted during normal business hours upon reasonable prior written notice;

(c) minimise disruption to the Company's business operations;

(d) be performed by suitably qualified personnel who are bound by appropriate confidentiality obligations;

(e) not unreasonably interfere with the Company's systems, personnel, security measures, or services provided to other customers; and

(f) comply with the Company's reasonable security, health, safety, and access requirements.

9.10.6 The Company may refuse access to information or facilities where disclosure would:

(a) violate Applicable Data Protection Laws;

(b) breach confidentiality obligations owed to another customer or third party;

(c) expose trade secrets or proprietary technology unrelated to the Customer;

(d) compromise information security; or

(e) otherwise be prohibited by applicable law.

9.10.7 Unless the audit identifies a material breach of this Article by the Company, the Customer shall bear its own costs associated with any audit conducted under this Clause. Where a material breach is identified, the Parties shall cooperate in good faith to determine appropriate corrective actions and the reasonable allocation of audit-related costs.

9.10.8 Each Party shall promptly address any material privacy compliance issues identified in connection with this Clause and shall implement commercially reasonable corrective measures within a reasonable period, having regard to the nature and severity of the issue.

9.10.9 Nothing contained in this Clause shall limit the rights of any competent governmental authority or regulatory authority to conduct inspections, investigations, or audits as permitted by Applicable Data Protection Laws.

9.10.10 The obligations contained in this Clause shall survive the expiration or termination of this Agreement to the extent necessary to demonstrate compliance with Applicable Data Protection Laws in respect of Personal Data processed during the Term of this Agreement.

9.11 Continuing Data Protection Obligations

9.11.1 The obligations contained in this Article shall survive the expiration or termination of this Agreement to the extent that either Party continues to collect, access, receive, store, host, transmit, disclose, retain, return, archive, delete, destroy, anonymise, or otherwise process Personal Data relating to this Agreement.

9.11.2 Following the expiration or termination of this Agreement, each Party shall continue to comply with all Applicable Data Protection Laws in relation to any Personal Data lawfully retained or processed by that Party.

9.11.3 Without limiting the generality of Clause 9.11.2, each Party shall continue to:

(a) protect Personal Data against unauthorised access, disclosure, alteration, loss, destruction, misuse, or unlawful processing;

(b) comply with applicable retention, deletion, destruction, and preservation requirements;

(c) honour any continuing legal obligations relating to Personal Data;

(d) cooperate with lawful requests from competent regulatory or governmental authorities where required by Applicable Data Protection Laws; and

(e) maintain appropriate technical and organisational measures to safeguard Personal Data.

9.11.4 The expiration or termination of this Agreement shall not affect:

(a) the ownership of Customer Data or Personal Data;

(b) either Party's obligations relating to Confidential Information, Intellectual Property Rights, or information security;

(c) either Party's responsibility to comply with Applicable Data Protection Laws;

(d) any obligation to notify or cooperate in relation to a Personal Data Breach arising before or after the expiration or termination of this Agreement, to the extent required by Applicable Data Protection Laws; or

(e) any rights or remedies arising from a breach of this Article occurring before or after the expiration or termination of this Agreement.

9.11.5 Personal Data retained pursuant to legal, regulatory, taxation, accounting, auditing, litigation, or other lawful retention obligations shall remain subject to the confidentiality, privacy, and security obligations contained in this Agreement until such Personal Data is lawfully deleted, destroyed, anonymised, or otherwise disposed of in accordance with Applicable Data Protection Laws.

9.11.6 Where either Party is required by Applicable Data Protection Laws to retain Personal Data after the expiration or termination of this Agreement, such retention shall not, by itself, be regarded as a breach of this Agreement, provided that the retained Personal Data is processed only for the lawful purpose requiring its retention.

9.11.7 Nothing contained in this Article shall:

(a) reduce or exclude any rights available to Data Subjects under Applicable Data Protection Laws;

(b) limit any statutory powers of competent governmental or regulatory authorities;

(c) affect the enforceability of any other surviving provisions of this Agreement; or

(d) relieve either Party from liability for any breach of Applicable Data Protection Laws or this Agreement occurring before or after the expiration or termination of this Agreement.

9.11.8 The provisions of this Article shall be interpreted consistently with the Confidentiality, Customer Data, Information Security, Intellectual Property Rights, and Limitation of Liability provisions of this Agreement and shall remain enforceable for so long as required by Applicable Data Protection Laws or the nature of the obligations contained herein.

ARTICLE 10 – WARRANTIES & DISCLAIMERS

10.1 Company Warranties

10.2 Software Performance Warranty

10.3 Services Warranty

10.4 Customer Warranties

10.5 Warranty Claim Procedure

10.6 Warranty Remedies

10.7 Warranty Exclusions

10.8 Disclaimer of Implied Warranties

10.9 Third-Party Products & Services Disclaimer

10.10 No Guarantee of Business Results

10.11 Continuing Warranty Obligations

10.1 Company Warranties

10.1.1 The Company represents and warrants that, as of the Effective Date and throughout the Term of this Agreement:

(a) it is duly organised, validly existing, and in good standing under the laws of its jurisdiction of incorporation or establishment;

(b) it has the full legal right, power, and authority to enter into, execute, deliver, and perform this Agreement;

(c) the execution and performance of this Agreement have been duly authorised by all necessary corporate or organisational actions;

(d) this Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms, subject to applicable laws relating to insolvency, bankruptcy, equitable principles, and similar laws affecting creditors' rights generally; and

(e) the execution and performance of this Agreement do not knowingly violate any applicable law or any material contractual obligation binding upon the Company.

10.1.2 The Company further warrants that:

(a) it has the legal right to license the Software and provide the services contemplated under this Agreement;

(b) it will perform the implementation, installation, configuration, training, maintenance, support, and other services under this Agreement with reasonable skill, care, diligence, and in accordance with generally accepted professional and industry standards;

(c) the Software, when used in accordance with this Agreement, the Documentation, and the Company's instructions, shall substantially conform to the functional specifications and Documentation supplied by the Company;

(d) the Company shall use commercially reasonable efforts to correct reproducible defects in the Software in accordance with the applicable support and maintenance provisions of this Agreement;

(e) it shall comply with Applicable Laws directly applicable to the Company's performance of this Agreement; and

(f) it shall maintain all licences, permissions, approvals, and authorisations reasonably required for the lawful performance of its obligations under this Agreement.

10.1.3 The Company does not warrant that:

(a) the Software will operate without interruption or be entirely free from errors, defects, or vulnerabilities;

(b) every defect or issue is capable of correction;

(c) the Software will operate without interruption due to factors beyond the Company's reasonable control, including failures of third-party services, telecommunications networks, internet connectivity, cloud infrastructure, hardware, or Customer systems;

(d) the Software will satisfy requirements not expressly agreed in writing by the Parties; or

(e) the Software will remain compatible with hardware, software, operating systems, browsers, databases, or third-party technologies that are unsupported, obsolete, modified without authorisation, or no longer maintained by their respective vendors.

10.1.4 The warranties contained in this Clause are subject to:

(a) the Customer's compliance with this Agreement;

(b) the warranty exclusions contained in Clause 10.7;

(c) the limitation of liability provisions contained elsewhere in this Agreement; and

(d) the Company's right to investigate and verify any warranty claim before determining the appropriate remedy.

10.1.5 The warranties contained in this Clause are made solely for the benefit of the Customer and may not be assigned or relied upon by any third party except where expressly permitted by this Agreement or required by applicable law.

10.1.6 Nothing contained in this Clause shall limit any mandatory statutory rights or consumer protections that cannot lawfully be excluded or restricted under the Applicable Laws.

10.2 Software Performance Warranty

10.2.1 Subject to the terms and conditions of this Agreement, the Company warrants that, during the applicable warranty period, the Software shall, when properly installed, configured, maintained, and used in accordance with this Agreement and the Documentation:

(a) substantially perform the functions described in the Documentation and applicable functional specifications;

(b) operate in all material respects in accordance with its intended purpose;

(c) be capable of processing data and transactions substantially in accordance with the Software's documented functionality; and

(d) perform without material defects that substantially impair the Customer's authorised use of the Software.

10.2.2 The warranty contained in this Clause applies only where:

(a) the Software is used in accordance with this Agreement, the Documentation, and the Company's written instructions;

(b) the Customer has not made unauthorised modifications to the Software;

(c) the Software is operated within the supported technical environment specified by the Company;

(d) all mandatory Software Updates required under this Agreement have been implemented within a reasonable period; and

(e) the reported defect is reproducible and capable of verification by the Company.

10.2.3 During the applicable warranty period, the Company shall use commercially reasonable efforts to investigate and correct any reproducible material defect in the Software that causes the Software to fail to perform substantially in accordance with Clause 10.2.1.

10.2.4 The Company may satisfy its obligations under this Clause by, at its discretion:

(a) correcting the defect;

(b) providing a temporary workaround;

(c) supplying a patch, update, or maintenance release;

(d) replacing the affected Software component with a functionally equivalent component; or

(e) implementing another commercially reasonable solution that substantially restores the intended functionality of the Software.

10.2.5 Minor defects, cosmetic issues, typographical errors, documentation inconsistencies, or other matters that do not materially affect the Customer's authorised use of the Software shall not constitute a breach of this Software Performance Warranty.

10.2.6 The Company does not warrant that:

(a) the Software will be completely free from bugs, defects, errors, or vulnerabilities;

(b) the Software will operate continuously without interruption;

(c) every reported defect can be corrected immediately or is technically capable of correction;

(d) the Software will operate without interruption due to failures of third-party infrastructure, telecommunications services, internet connectivity, cloud platforms, power supply, Customer systems, or other circumstances beyond the Company's reasonable control; or

(e) the Software will meet requirements, features, integrations, or business objectives that are not expressly included in the Documentation or the agreed implementation scope.

10.2.7 The Software Performance Warranty shall not apply to defects or performance issues arising wholly or partly from:

(a) misuse, negligence, or unauthorised use of the Software;

(b) unauthorised modification, customisation, or integration performed by the Customer or any third party;

(c) failure to implement mandatory Software Updates;

(d) incompatibility with unsupported hardware, software, operating systems, databases, browsers, or third-party applications;

(e) inaccurate, incomplete, corrupted, or improperly maintained Customer Data;

(f) failure of the Customer to maintain the required technical environment; or

(g) any other circumstance expressly excluded under Clause 10.7.

10.2.8 The remedies set out in this Clause and Clause 10.6 shall constitute the Company's primary contractual obligations in respect of any valid claim under this Software Performance Warranty, without prejudice to any mandatory rights or remedies that cannot lawfully be excluded under the Applicable Laws.

10.2.9 The Software Performance Warranty shall be interpreted consistently with the Company's support obligations, Service Level Agreement (SLA), Software Updates & Upgrades provisions, and Warranty Exclusions contained elsewhere in this Agreement.

10.3 Services Warranty

10.3.1 The Company warrants that all implementation, installation, configuration, data migration, training, maintenance, technical support, consulting, and other professional services provided under this Agreement ("Services") shall be performed:

(a) with reasonable skill, care, diligence, and professional competence;

(b) in accordance with generally accepted industry standards and practices applicable to similar services;

(c) by suitably qualified, trained, and competent personnel;

(d) substantially in accordance with the applicable Statement of Work, Order Form, Implementation Plan, Support Plan, Service Level Agreement (SLA), or other agreed project documentation; and

(e) in compliance with the Applicable Laws directly applicable to the Company's performance of the Services.

10.3.2 The Company shall use commercially reasonable efforts to perform the Services within the agreed implementation schedule or service timeframes. The Customer acknowledges, however, that such schedules and timeframes may be affected by:

(a) the Customer's cooperation and timely fulfilment of its obligations;

(b) changes to the agreed project scope;

(c) delays caused by third-party vendors, service providers, or infrastructure;

(d) Force Majeure Events; or

(e) other circumstances beyond the Company's reasonable control.

10.3.3 The Company does not warrant that the Services:

(a) will be uninterrupted or free from minor errors or delays;

(b) will eliminate the need for Customer participation, testing, approvals, or decision-making;

(c) will achieve every business objective, commercial expectation, or operational outcome desired by the Customer; or

(d) can be completed within the originally estimated timeframe where delays arise from circumstances outside the Company's reasonable control.

10.3.4 If the Customer reasonably believes that the Services have not been performed in accordance with this Clause, the Customer shall notify the Company in writing within a reasonable period after becoming aware of the relevant issue, providing reasonable details of the alleged non-conformity.

10.3.5 Upon receipt of a valid notice under Clause 10.3.4, the Company shall investigate the matter and, where it reasonably determines that the Services have not been performed in accordance with this Clause, the Company shall, at its option and as the Customer's primary contractual remedy:

(a) re-perform the affected Services without additional charge;

(b) correct the relevant deficiency;

(c) provide an alternative commercially reasonable solution; or

(d) where the foregoing remedies are not commercially practicable, provide an appropriate adjustment to the applicable service fees relating solely to the affected Services.

10.3.6 The Services Warranty shall not apply where the alleged deficiency arises wholly or partly from:

(a) inaccurate, incomplete, or misleading information provided by the Customer;

(b) the Customer's failure to fulfil its obligations under this Agreement;

(c) unauthorised modifications made by the Customer or any third party;

(d) delays, failures, or interruptions caused by third-party systems, software, hardware, telecommunications, cloud infrastructure, or internet services;

(e) changes requested by the Customer after commencement of the Services; or

(f) any circumstance expressly excluded under Clause 10.7.

10.3.7 The remedies set out in this Clause and Clause 10.6 shall constitute the Company's primary contractual obligations in respect of any valid claim under this Services Warranty, without prejudice to any mandatory rights or remedies that cannot lawfully be excluded under the Applicable Laws.

10.3.8 This Services Warranty shall be interpreted consistently with the implementation, support, Service Level Agreement (SLA), warranty, limitation of liability, and warranty exclusion provisions contained elsewhere in this Agreement.

10.4 Customer Warranties

10.4.1 The Customer represents and warrants that, as of the Effective Date and throughout the Term of this Agreement:

(a) it is duly organised, validly existing, and in good standing under the laws of its jurisdiction of incorporation or establishment, where applicable;

(b) it has the full legal right, power, and authority to enter into, execute, deliver, and perform this Agreement;

(c) the execution and performance of this Agreement have been duly authorised by all necessary corporate, organisational, or internal approvals;

(d) this Agreement constitutes a valid and legally binding obligation of the Customer, enforceable in accordance with its terms, subject to applicable laws relating to insolvency, bankruptcy, equitable principles, and similar laws affecting creditors' rights generally; and

(e) the execution and performance of this Agreement do not knowingly violate any applicable law or any material contractual obligation binding upon the Customer.

10.4.2 The Customer further represents and warrants that:

(a) it has obtained and shall maintain all necessary rights, licences, permissions, consents, approvals, and lawful authority required to use the Software and receive the services provided under this Agreement;

(b) it has the lawful right to provide all Customer Data, Personal Data, documents, materials, specifications, and other information supplied to the Company under this Agreement;

(c) the collection, use, disclosure, and processing of Customer Data and Personal Data by the Customer complies with Applicable Laws, including Applicable Data Protection Laws;

(d) the Customer Data and other materials supplied to the Company do not knowingly infringe the Intellectual Property Rights or other legal rights of any third party;

(e) it shall use the Software only for lawful purposes and in accordance with this Agreement, the Documentation, and Applicable Laws;

(f) it shall not knowingly use the Software to store, transmit, process, or distribute unlawful, malicious, fraudulent, defamatory, obscene, infringing, or otherwise prohibited content;

(g) it shall maintain the technical environment, infrastructure, security measures, and operational controls reasonably necessary for the proper use of the Software; and

(h) it shall cooperate with the Company in good faith and provide timely information, approvals, access, and assistance reasonably required for the Company's performance of this Agreement.

10.4.3 The Customer acknowledges and warrants that:

(a) it is responsible for the accuracy, completeness, legality, and quality of Customer Data entered into or processed through the Software;

(b) it is responsible for verifying the accuracy and suitability of reports, outputs, calculations, and business decisions generated through the Software before relying upon them for operational, commercial, financial, regulatory, or legal purposes; and

(c) it shall maintain appropriate backup, disaster recovery, and business continuity arrangements for its own business operations unless otherwise expressly agreed in writing.

10.4.4 The Customer shall promptly notify the Company if it becomes aware of any circumstance that materially affects the accuracy of the warranties contained in this Clause or its ability to comply with this Agreement.

10.4.5 The warranties contained in this Clause are continuing warranties and shall be deemed to be repeated throughout the Term of this Agreement to the extent they relate to continuing obligations or ongoing factual circumstances.

10.4.6 Nothing contained in this Clause shall:

(a) relieve the Company of its own obligations under this Agreement;

(b) exclude or limit any mandatory statutory rights or protections available to the Customer under Applicable Laws; or

(c) impose liability upon the Customer for matters that are solely within the Company's responsibility under this Agreement.

10.5 Warranty Claim Procedure

10.5.1 If the Customer reasonably believes that the Company has breached any warranty contained in this Article, the Customer shall submit a written warranty claim to the Company within a reasonable period after becoming aware of the alleged breach and, where reasonably practicable, before undertaking any corrective action that may affect the Company's ability to investigate the claim.

10.5.2 A warranty claim shall, to the extent reasonably practicable, include:

(a) a description of the alleged defect, non-conformity, or warranty breach;

(b) the date on which the issue was first identified;

(c) the circumstances under which the issue occurred;

(d) the operational or business impact of the issue;

(e) any relevant screenshots, system logs, reports, error messages, diagnostic information, or supporting documentation; and

(f) any other information reasonably requested by the Company to facilitate investigation of the claim.

10.5.3 Upon receipt of a warranty claim, the Company shall:

(a) acknowledge receipt of the claim within a commercially reasonable period;

(b) investigate the reported issue using commercially reasonable efforts;

(c) where reasonably necessary, request additional information, access, or assistance from the Customer;

(d) determine whether the reported issue falls within the scope of the applicable warranty; and

(e) notify the Customer of its findings and the proposed course of action within a commercially reasonable period.

10.5.4 The Customer shall cooperate in good faith with the Company's investigation and shall provide reasonable access to the Software, Customer systems, relevant personnel, documentation, and other information reasonably necessary to verify and investigate the warranty claim.

10.5.5 If the Company reasonably determines that the reported issue constitutes a valid warranty claim, the Company shall provide the applicable warranty remedy in accordance with Clause 10.6.

10.5.6 If the Company reasonably determines that the reported issue:

(a) does not constitute a breach of warranty;

(b) falls within the Warranty Exclusions under Clause 10.7;

(c) arises from Customer systems, Customer Data, third-party products, or circumstances outside the Company's contractual responsibility; or

(d) cannot reasonably be reproduced or verified,

the Company shall notify the Customer accordingly and, where reasonably appropriate, explain the basis for its determination.

10.5.7 Where the reported issue falls outside the applicable warranty but the Customer requests assistance, the Company may, at its sole discretion, provide such assistance as additional professional services subject to separate commercial terms.

10.5.8 The submission of a warranty claim shall not relieve either Party of its continuing obligations under this Agreement unless performance of those obligations is reasonably affected by the subject matter of the warranty claim.

10.5.9 The Parties shall cooperate in good faith to resolve warranty claims promptly, efficiently, and with the objective of minimising disruption to the Customer's business operations.

10.5.10 Nothing contained in this Clause shall:

(a) prevent either Party from exercising any rights or remedies available under this Agreement or Applicable Laws where a warranty claim cannot reasonably be resolved;

(b) require the Customer to waive any mandatory statutory rights; or

(c) prevent the Company from relying upon any applicable warranty exclusion, limitation of liability, or contractual defence available under this Agreement.

10.6 Warranty Remedies

10.6.1 Where the Company determines, or it is finally determined by a court or arbitral tribunal of competent jurisdiction, that the Company has breached a warranty contained in this Article, the Company shall, at its option and within a commercially reasonable period, provide one or more of the following remedies:

(a) repair or correct the affected Software;

(b) re-perform the affected Services;

(c) provide a software patch, update, upgrade, workaround, or replacement component;

(d) modify the affected functionality so that it substantially conforms to the applicable Documentation or agreed specifications;

(e) provide a commercially reasonable alternative solution that substantially achieves the intended functionality; or

(f) where none of the foregoing remedies is commercially reasonable or technically practicable, provide an appropriate refund, credit, or adjustment of the fees paid for the affected Software or Services, calculated on a fair and proportionate basis.

10.6.2 In determining the appropriate remedy, the Company may take into account:

(a) the nature and severity of the warranty breach;

(b) the operational impact on the Customer;

(c) the technical feasibility of the available remedies;

(d) the cost and proportionality of the available remedies; and

(e) the extent to which the Software or Services continue to provide their intended commercial value.

10.6.3 The Company shall use commercially reasonable efforts to implement the selected remedy in a manner that minimises disruption to the Customer's normal business operations.

10.6.4 Where a valid warranty claim relates only to a specific module, component, feature, deliverable, or Service, the Company's remedy shall, where reasonably practicable, be limited to the affected portion and shall not require replacement or refund of unaffected Software or Services.

10.6.5 If the Company has implemented a remedy that substantially resolves the warranty issue, the Customer shall not unreasonably reject or refuse such remedy.

10.6.6 Where the Customer refuses to implement a reasonable corrective measure, Software Update, workaround, or replacement provided by the Company that would substantially resolve the warranty issue, the Company shall not be responsible for any continuing effects of that issue to the extent directly resulting from such refusal.

10.6.7 Except for mandatory rights and remedies that cannot lawfully be excluded under the Applicable Laws, the remedies set out in this Clause constitute the Company's primary contractual remedies for a valid warranty claim under this Article.

10.6.8 Nothing contained in this Clause shall:

(a) limit either Party's rights in respect of fraud, wilful misconduct, or any liability that cannot lawfully be excluded or limited;

(b) affect any rights expressly provided elsewhere in this Agreement, including rights relating to termination where applicable; or

(c) prevent the Parties from agreeing upon an alternative mutually acceptable commercial resolution.

10.6.9 The remedies contained in this Clause shall be interpreted consistently with the limitation of liability, warranty exclusions, Software support, and dispute resolution provisions of this Agreement.

10.7 Warranty Exclusions

10.7.1 The warranties contained in this Agreement shall not apply to any defect, error, non-conformity, failure, interruption, or other issue arising wholly or partly from:

(a) use of the Software in a manner inconsistent with this Agreement, the Documentation, or the Company's written instructions;

(b) misuse, abuse, negligence, wilful misconduct, or unauthorised use of the Software by the Customer or any third party acting on the Customer's behalf;

(c) unauthorised modification, customisation, enhancement, repair, reverse engineering, or alteration of the Software by any person other than the Company or its authorised representatives;

(d) use of the Software with unsupported, obsolete, incompatible, or improperly configured hardware, operating systems, databases, browsers, cloud services, networks, or third-party software;

(e) failure by the Customer to implement mandatory Software Updates, security patches, or configuration changes reasonably required by the Company;

(f) inaccurate, incomplete, corrupted, duplicated, unlawful, or improperly maintained Customer Data;

(g) failure of the Customer to maintain the required technical environment, infrastructure, security controls, internet connectivity, telecommunications services, power supply, backup systems, or disaster recovery arrangements;

(h) defects or failures caused by Third-Party Software, Open-Source Software, or other third-party products or services not supplied or controlled by the Company;

(i) Force Majeure Events or other circumstances beyond the Company's reasonable control;

(j) Customer specifications, instructions, designs, or implementation requirements that the Company was required to follow and that directly caused the relevant issue;

(k) continued use of the Software after the Company has provided a reasonable correction, workaround, replacement, or update that substantially resolves the relevant issue; or

(l) any other circumstance expressly excluded under this Agreement.

10.7.2 The Company shall not be responsible for any warranty claim to the extent that the Customer has prevented or materially delayed the Company's ability to investigate, reproduce, diagnose, or remedy the reported issue.

10.7.3 Minor defects, cosmetic issues, typographical errors, documentation inconsistencies, or other matters that do not materially impair the authorised use of the Software shall not constitute a breach of warranty.

10.7.4 The Company shall not be liable for any reduction in performance, compatibility, or functionality resulting from:

(a) changes made by third-party vendors to their products or services;

(b) changes in Applicable Laws or regulatory requirements occurring after delivery of the Software, unless the Company has expressly agreed to provide corresponding updates; or

(c) changes to the Customer's operational environment or business processes that are outside the agreed implementation scope.

10.7.5 Where only part of a reported issue falls within the Warranty Exclusions contained in this Clause, the Company shall remain responsible for those aspects of the issue that are otherwise covered by the applicable warranties under this Agreement.

10.7.6 Nothing contained in this Clause shall:

(a) exclude or limit the Company's liability for fraud, fraudulent misrepresentation, wilful misconduct, or any liability that cannot lawfully be excluded or limited under the Applicable Laws;

(b) affect any mandatory statutory rights or consumer protections that cannot lawfully be excluded;

(c) relieve the Company of its obligation to provide the remedies expressly available under this Agreement where a valid warranty claim exists; or

(d) be interpreted in a manner inconsistent with the express warranties provided elsewhere in this Article.

10.7.7 The Warranty Exclusions contained in this Clause shall be interpreted reasonably, proportionately, and in good faith, having regard to the nature of the reported issue and the allocation of responsibilities between the Parties under this Agreement.

10.8 Disclaimer of Implied Warranties

10.8.1 Except for the express warranties expressly set out in this Agreement, and to the fullest extent permitted by the Applicable Laws, the Company makes no other representations, warranties, guarantees, conditions, or undertakings, whether express, implied, statutory, or otherwise, relating to the Software, the Services, or any deliverables provided under this Agreement.

10.8.2 Without limiting the generality of Clause 10.8.1, and to the fullest extent permitted by the Applicable Laws, the Company expressly disclaims any implied warranties, representations, or conditions relating to:

(a) merchantability;

(b) satisfactory quality;

(c) fitness for a particular purpose;

(d) non-infringement, except as expressly provided in this Agreement;

(e) uninterrupted, error-free, or continuous operation of the Software;

(f) compatibility with products, systems, hardware, software, networks, or services not expressly supported by the Company;

(g) accuracy, completeness, reliability, or suitability of outputs generated from Customer Data where such outputs depend upon the quality, accuracy, or completeness of the Customer Data or Customer instructions; and

(h) any other implied warranty, condition, representation, or guarantee arising by statute, common law, custom, usage, course of dealing, or otherwise.

10.8.3 The Customer acknowledges that:

(a) complex software is inherently subject to periodic maintenance, updates, enhancements, and the possibility of defects or interruptions;

(b) no software can reasonably be warranted to be entirely free from bugs, errors, vulnerabilities, or interruptions;

(c) the Software is intended as a business tool to assist the Customer and does not replace the Customer's independent business judgement, professional advice, legal obligations, regulatory compliance responsibilities, or operational decision-making; and

(d) the Customer is responsible for verifying the suitability of the Software for its intended business purposes prior to relying upon its outputs for operational, financial, legal, regulatory, or commercial decisions.

10.8.4 No employee, agent, reseller, distributor, implementation partner, consultant, or representative of the Company is authorised to make any representation, warranty, guarantee, or commitment inconsistent with this Agreement unless expressly approved in writing by an authorised representative of the Company.

10.8.5 Any demonstrations, presentations, prototypes, sample configurations, proof-of-concept environments, estimates, forecasts, marketing materials, brochures, website content, or promotional statements are provided for general informational purposes only and shall not constitute contractual warranties unless expressly incorporated into this Agreement.

10.8.6 Nothing contained in this Clause shall:

(a) exclude, restrict, or limit any express warranty expressly provided elsewhere in this Agreement;

(b) exclude or limit liability for fraud, fraudulent misrepresentation, wilful misconduct, or any liability that cannot lawfully be excluded or limited under the Applicable Laws;

(c) affect any mandatory statutory rights or consumer protections that cannot lawfully be excluded or restricted; or

(d) be interpreted in a manner inconsistent with the express terms of this Agreement.

10.8.7 This Clause shall be interpreted consistently with the Software Performance Warranty, Services Warranty, Warranty Exclusions, Limitation of Liability, and Applicable Laws provisions of this Agreement.

10.9 Third-Party Products & Services Disclaimer

10.9.1 The Software may interoperate with, integrate with, rely upon, or otherwise utilise certain third-party products, software, hardware, cloud services, hosting services, telecommunications services, payment gateways, databases, operating systems, application programming interfaces (APIs), internet services, or other third-party technologies ("Third-Party Services").

10.9.2 Except where the Company has expressly agreed in writing to provide or support a particular Third-Party Service as part of the Software or the Services, the Company does not warrant, represent, or guarantee that any Third-Party Service shall:

(a) remain continuously available;

(b) operate without interruption, error, or defect;

(c) remain compatible with the Software at all times;

(d) continue to be supported, maintained, licensed, or supplied by the relevant third-party provider; or

(e) satisfy the Customer's particular business, technical, regulatory, or operational requirements.

10.9.3 The Company shall not be responsible for any defect, interruption, delay, incompatibility, degradation of performance, loss of functionality, or other issue arising directly from:

(a) Third-Party Services not supplied or controlled by the Company;

(b) modifications or updates made by third-party vendors;

(c) failures of telecommunications providers, internet service providers, cloud infrastructure providers, hosting providers, payment processors, utility providers, or other external service providers;

(d) the Customer's separate contractual arrangements with third parties; or

(e) any act or omission of a third-party provider outside the Company's reasonable control.

10.9.4 Where a reported issue is reasonably determined to originate from a Third-Party Service, the Company shall, within the scope of the agreed Services:

(a) use commercially reasonable efforts to assist the Customer in identifying the cause of the issue;

(b) cooperate with the relevant third-party provider where reasonably practicable and where contractually permitted;

(c) recommend reasonable workarounds or alternative solutions where available; and

(d) continue to provide support for those aspects of the Software that remain within the Company's contractual responsibility.

10.9.5 Nothing contained in this Clause shall relieve the Company of its obligations in respect of:

(a) Third-Party Services expressly supplied, licensed, managed, or supported by the Company under this Agreement;

(b) the Company's own Software and Services;

(c) any warranty expressly provided elsewhere in this Agreement; or

(d) any liability that cannot lawfully be excluded or limited under the Applicable Laws.

10.9.6 The Customer acknowledges that continued compatibility between the Software and Third-Party Services may depend upon:

(a) the ongoing availability of such Third-Party Services;

(b) the licensing and support policies of the relevant third-party providers;

(c) changes introduced by such providers; and

(d) the Customer maintaining supported versions of the relevant Third-Party Services.

10.9.7 The Company may recommend or identify Third-Party Services for the Customer's convenience. Unless expressly agreed otherwise in writing, such recommendations shall not constitute an endorsement, warranty, certification, or guarantee of the Third-Party Services.

10.9.8 This Clause shall be interpreted consistently with the provisions relating to Third-Party Software & Components, Software Updates & Upgrades, Warranty Exclusions, and Limitation of Liability contained elsewhere in this Agreement.

10.10 No Guarantee of Business Results

10.10.1 The Customer acknowledges and agrees that the Software and the Services provided under this Agreement are intended to assist the Customer in managing, automating, supporting, and improving its business operations. The Company does not warrant or guarantee that the Customer will achieve any particular commercial, operational, financial, or business result through the use of the Software or the Services.

10.10.2 Without limiting the generality of Clause 10.10.1, the Company does not warrant or guarantee:

(a) any increase in sales, revenue, profitability, or market share;

(b) any reduction in operational costs or business expenses;

(c) achievement of any production targets, operational efficiencies, or productivity improvements;

(d) compliance with the Customer's internal policies, contractual obligations, or industry-specific regulatory requirements, except to the extent expressly agreed in writing;

(e) achievement of any tax, accounting, financial, legal, or regulatory outcome;

(f) the accuracy of business decisions made by the Customer based upon reports, analytics, forecasts, dashboards, or other outputs generated through the Software where such outputs depend upon Customer Data or Customer instructions;

(g) uninterrupted business continuity or the prevention of business losses arising from factors beyond the Company's reasonable control; or

(h) any other commercial outcome not expressly warranted under this Agreement.

10.10.3 The Customer acknowledges that the successful implementation and effective use of the Software depend upon numerous factors beyond the Company's reasonable control, including:

(a) the accuracy, completeness, and quality of Customer Data;

(b) the Customer's business processes, internal controls, and operational practices;

(c) proper implementation, configuration, and ongoing use of the Software by the Customer;

(d) adequate training of the Customer's personnel;

(e) the Customer's compliance with this Agreement and the Documentation;

(f) the performance of third-party systems, infrastructure, and service providers; and

(g) economic, commercial, regulatory, or market conditions.

10.10.4 The Customer remains solely responsible for:

(a) its business decisions;

(b) financial, accounting, taxation, legal, regulatory, and operational compliance;

(c) verification of reports, calculations, and outputs generated through the Software before relying upon them for material business purposes; and

(d) obtaining independent professional advice where appropriate.

10.10.5 Nothing contained in this Clause shall be interpreted as limiting or affecting:

(a) the Company's express warranties provided elsewhere in this Agreement;

(b) the Company's obligations under the **Conditional Performance Guarantee Program** set out in **Article 3**, to the extent the Customer satisfies all applicable eligibility requirements and conditions of that Program;

(c) any liability that cannot lawfully be excluded or limited under the Applicable Laws; or

(d) any rights expressly granted to the Customer under this Agreement.

10.10.6 The Parties acknowledge that the allocation of responsibilities contained in this Clause is reasonable, commercially necessary, and reflects the fact that business outcomes depend upon numerous operational, commercial, managerial, and external factors beyond the Company's reasonable control.

10.10.7 This Clause shall be interpreted consistently with the Software Licence, Conditional Performance Guarantee Program, Customer Obligations, Warranty, and Limitation of Liability provisions of this Agreement.

10.11 Continuing Warranty Obligations

10.11.1 The warranties, disclaimers, exclusions, and remedies contained in this Article shall apply throughout the applicable warranty period specified in this Agreement or the applicable commercial documentation.

10.11.2 The expiration or termination of this Agreement shall not, by itself:

(a) extinguish any valid warranty claim that arose before the effective date of expiration or termination;

(b) affect any warranty remedy that had accrued prior to such expiration or termination;

(c) prejudice either Party's right to pursue any remedy in respect of a breach of warranty occurring before the expiration or termination of this Agreement; or

(d) affect any rights or obligations that are expressly stated, or by their nature intended, to survive.

10.11.3 Where a warranty claim has been properly submitted before the expiration or termination of this Agreement, the Company shall continue to process and resolve that claim in accordance with this Article, notwithstanding such expiration or termination, provided that:

(a) the claim was made within the applicable warranty period;

(b) the Customer remains reasonably cooperative in the investigation and resolution of the claim; and

(c) the claim is not otherwise excluded under this Agreement.

10.11.4 The expiration or termination of this Agreement shall not extend or renew any warranty period unless the Parties expressly agree otherwise in writing.

10.11.5 Nothing contained in this Article shall:

(a) create any perpetual warranty;

(b) require the Company to continue providing maintenance, support, Software Updates, or Services after the applicable support or maintenance period has expired, except where expressly agreed in writing or required by Applicable Laws;

(c) affect any continuing obligations relating to Confidential Information, Intellectual Property Rights, Customer Data, Personal Data, limitation of liability, dispute resolution, or any other provision of this Agreement that is expressly stated, or by its nature intended, to survive; or

(d) limit any mandatory statutory rights or remedies that cannot lawfully be excluded or restricted under the Applicable Laws.

10.11.6 Any obligations of the Company arising from an approved warranty remedy that cannot reasonably be completed before the expiration or termination of this Agreement shall continue solely to the extent necessary to complete the agreed warranty remedy.

10.11.7 The Parties acknowledge that this Clause is intended to preserve accrued warranty rights while ensuring that warranty obligations do not continue beyond the period expressly agreed under this Agreement, except where continuation is required by Applicable Laws or by the express terms of this Agreement.

10.11.8 This Article shall be interpreted consistently with the provisions relating to Support Services, Software Updates & Upgrades, Warranty Remedies, Limitation of Liability, Termination, and Survival contained elsewhere in this Agreement.

ARTICLE 11 – LIMITATION OF LIABILITY

11.1 Allocation of Risk

11.2 Exclusion of Indirect & Consequential Losses

11.3 Liability Cap

11.4 Exceptions to the Limitation of Liability

11.5 Duty to Mitigate Losses

11.6 Third-Party Claims

11.7 No Double Recovery

11.8 Continuing Liability Provisions

11.1 Allocation of Risk

11.1.1 The Parties acknowledge and agree that the pricing, licence fees, commercial terms, warranties, support obligations, and other provisions of this Agreement have been negotiated and agreed upon in reliance upon the allocation of risks and liabilities set out in this Agreement.

11.1.2 The Parties further acknowledge that the limitations, exclusions, disclaimers, remedies, and liability allocations contained in this Agreement constitute an essential basis of the commercial bargain between the Parties and that, without such allocation of risk, the Company would not have agreed to provide the Software and Services on the agreed commercial terms.

11.1.3 Each Party has had the opportunity to:

(a) review this Agreement;

(b) obtain independent legal, financial, technical, or other professional advice;

(c) negotiate the terms of this Agreement; and

(d) assess the commercial risks associated with entering into this Agreement.

11.1.4 The Parties acknowledge that:

(a) the Software is intended to assist the Customer in conducting its business operations but does not eliminate the Customer's responsibility for business decisions, operational management, regulatory compliance, or professional judgement;

(b) the successful implementation and use of the Software depends upon factors within the control of both Parties, including the Customer's cooperation, data quality, operational practices, infrastructure, and compliance with this Agreement; and

(c) many operational, commercial, technical, regulatory, and external risks are beyond the reasonable control of either Party.

11.1.5 Each Party agrees that it shall bear responsibility for the risks allocated to it under this Agreement and shall not seek to transfer to the other Party any risk that is expressly allocated to the first Party under this Agreement, except as otherwise expressly provided herein.

11.1.6 The liability limitations and exclusions contained in this Article shall apply to all claims arising out of or relating to this Agreement, whether based in contract, tort (including negligence), statutory duty, equitable principles, restitution, misrepresentation (other than fraudulent misrepresentation), or any other legal theory, to the fullest extent permitted by the Applicable Laws.

11.1.7 Nothing contained in this Article shall:

(a) exclude or limit liability for fraud, fraudulent misrepresentation, wilful misconduct, or gross negligence where such limitation is prohibited by Applicable Laws;

(b) exclude or limit any liability that cannot lawfully be excluded or limited under the Applicable Laws;

(c) affect any mandatory statutory rights or remedies available under the Applicable Laws; or

(d) affect any express liability that the Parties have specifically agreed elsewhere in this Agreement shall not be limited or excluded.

11.1.8 This Article shall be interpreted reasonably, proportionately, and in good faith so as to give effect to the Parties' agreed commercial allocation of risk while remaining consistent with the Applicable Laws and public policy.

11.2 Exclusion of Indirect & Consequential Losses

11.2.1 To the fullest extent permitted by the Applicable Laws, neither Party shall be liable to the other Party, whether arising in contract, tort (including negligence), breach of statutory duty, restitution, equity, misrepresentation (other than fraudulent misrepresentation), or otherwise, for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to this Agreement.

11.2.2 Without limiting the generality of Clause 11.2.1, and to the fullest extent permitted by the Applicable Laws, neither Party shall be liable for any of the following, to the extent that such losses are indirect or consequential in nature:

(a) loss of anticipated profits;

(b) loss of anticipated revenue;

(c) loss of business opportunities;

(d) loss of contracts or prospective customers;

(e) loss of goodwill or business reputation;

(f) loss of production, business interruption, or operational downtime;

(g) loss of use of software, systems, equipment, or facilities;

(h) loss, corruption, or reconstruction costs relating to data, except to the extent expressly assumed by a Party under this Agreement;

(i) loss of anticipated savings;

(j) loss arising from interruption of internet services, telecommunications services, utilities, cloud services, or third-party infrastructure beyond the reasonable control of the affected Party;

(k) increased operating costs or procurement of substitute goods or services arising as a consequence of an excluded loss; or

(l) any other indirect, incidental, special, exemplary, punitive, or consequential damages.

11.2.3 Nothing contained in this Clause shall exclude or limit either Party's liability for:

(a) fraud or fraudulent misrepresentation;

(b) wilful misconduct;

(c) gross negligence where exclusion is prohibited by Applicable Laws;

(d) death or personal injury caused by negligence where liability cannot lawfully be excluded;

(e) liabilities expressly stated elsewhere in this Agreement to be excluded from the limitation of liability; or

(f) any liability that cannot lawfully be excluded or limited under the Applicable Laws.

11.2.4 The exclusions contained in this Clause shall apply regardless of whether:

(a) the affected Party was advised of the possibility of such loss;

(b) the loss was foreseeable;

(c) the claim arises from a failure of the Software, the Services, third-party systems, Customer Data, or any other cause; or

(d) any limited remedy provided under this Agreement is alleged to have failed of its essential purpose,

except to the extent prohibited by the Applicable Laws.

11.2.5 The Parties acknowledge that:

(a) the categories of excluded losses identified in this Clause are generally difficult to quantify with certainty;

(b) the exclusion of such losses is commercially reasonable having regard to the nature of the Software, the Services, and the agreed pricing; and

(c) each Party has relied upon this allocation of risk in entering into this Agreement.

11.2.6 Nothing contained in this Clause shall prevent either Party from recovering direct losses that are otherwise recoverable under this Agreement and are not expressly excluded or limited by any other provision of this Agreement.

11.2.7 This Clause shall be interpreted consistently with the Allocation of Risk, Liability Cap, Warranty, Indemnity, and Applicable Laws provisions of this Agreement.

11.3 Liability Cap

11.3.1 Subject to Clause 11.4 (Exceptions to the Limitation of Liability) and to the fullest extent permitted by the Applicable Laws, the aggregate liability of either Party arising out of or relating to this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty, restitution, equity, misrepresentation (other than fraudulent misrepresentation), or otherwise, shall not exceed the total amount of Licence Fees and Service Fees actually paid by the Customer to the Company under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

11.3.2 Where the claim arises during the first twelve (12) months following the Effective Date, and fewer than twelve (12) months of Licence Fees and Service Fees have been paid, the liability cap shall be the total amount of Licence Fees and Service Fees actually paid by the Customer to the Company from the Effective Date up to the date on which the event giving rise to the claim first occurred.

11.3.3 For the purposes of this Clause:

(a) all claims arising from the same event, a series of connected events, or substantially the same underlying facts shall be treated as a single claim; and

(b) the liability cap applies in the aggregate and not separately to each individual claim.

11.3.4 The liability cap shall include all forms of monetary relief, including damages, compensation, restitution, reimbursement, indemnification, costs, and any other financial remedy recoverable under this Agreement, except to the extent expressly excluded under Clause 11.4.

11.3.5 The liability cap contained in this Clause shall apply regardless of the legal basis of the claim, including claims arising in contract, tort (including negligence), breach of statutory duty, restitution, equity, or otherwise.

11.3.6 Nothing contained in this Clause shall:

(a) create any minimum level of liability;

(b) increase any liability that would not otherwise exist under this Agreement or Applicable Laws;

(c) affect the operation of any insurance maintained by either Party; or

(d) prevent either Party from relying upon any defence, exclusion, limitation, or remedy otherwise available under this Agreement or Applicable Laws.

11.3.7 The Parties acknowledge that the liability cap contained in this Clause is reasonable having regard to:

(a) the nature of the Software and Services;

(b) the agreed commercial pricing;

(c) the allocation of risks under this Agreement;

(d) the availability of insurance and other risk management measures; and

(e) the Parties' respective ability to manage and mitigate potential losses.

11.3.8 The liability cap contained in this Clause shall be interpreted consistently with Clauses 11.1 (Allocation of Risk), 11.2 (Exclusion of Indirect & Consequential Losses), 11.4 (Exceptions to the Limitation of Liability), and all other relevant provisions of this Agreement.

11.4 Exceptions to the Limitation of Liability

11.4.1 Notwithstanding any other provision of this Agreement, including Clauses 11.2 (Exclusion of Indirect & Consequential Losses) and 11.3 (Liability Cap), nothing contained in this Agreement shall exclude or limit either Party's liability to the extent that such exclusion or limitation is prohibited by the Applicable Laws.

11.4.2 Without limiting Clause 11.4.1, the limitations and exclusions of liability contained in this Agreement shall not apply to liability arising from:

(a) fraud or fraudulent misrepresentation;

(b) wilful misconduct;

(c) gross negligence, to the extent that liability cannot lawfully be excluded or limited under the Applicable Laws;

(d) death or personal injury caused by negligence, where liability cannot lawfully be excluded or limited;

(e) any liability arising from a deliberate criminal act;

(f) any liability that the Applicable Laws expressly prohibit from being excluded or limited.

11.4.3 Unless expressly stated elsewhere in this Agreement, nothing in this Clause shall automatically exclude from the Liability Cap contractual indemnities, Intellectual Property infringement claims, confidentiality obligations, or data protection obligations. Any such liability shall remain subject to the limitations and exclusions contained in this Agreement unless this Agreement expressly provides otherwise.

11.4.4 Where the Applicable Laws render any limitation or exclusion contained in this Agreement wholly or partly unenforceable, the relevant limitation or exclusion shall be modified or applied only to the minimum extent necessary to comply with the Applicable Laws, and the remainder of this Agreement shall continue in full force and effect.

11.4.5 Nothing contained in this Clause shall:

(a) create any new cause of action or basis of liability;

(b) increase any liability that would not otherwise exist under this Agreement or the Applicable Laws;

(c) prevent either Party from relying upon any contractual defence, exclusion, or limitation otherwise available under this Agreement; or

(d) affect the Parties' rights to seek declaratory, equitable, or injunctive relief where such relief is otherwise available under this Agreement or the Applicable Laws.

11.4.6 The Parties acknowledge that the limitations and exceptions contained in this Article have been negotiated in good faith and represent a fair and reasonable allocation of commercial risk having regard to the nature of the Software, the Services, the agreed pricing, and the overall commercial relationship between the Parties.

11.4.7 This Clause shall be interpreted consistently with the Allocation of Risk, Warranty, Confidentiality, Intellectual Property, Data Protection, Indemnity, and Applicable Laws provisions of this Agreement.

11.5 Duty to Mitigate Losses

11.5.1 Each Party shall use commercially reasonable efforts to mitigate, minimise, and avoid any loss, damage, cost, expense, liability, or disruption arising out of or relating to any actual or alleged breach of this Agreement.

11.5.2 A Party seeking recovery of damages or other monetary relief under this Agreement shall take reasonable and proportionate steps to:

(a) minimise the extent of its losses;

(b) prevent avoidable losses from increasing;

(c) preserve relevant evidence relating to the alleged breach;

(d) cooperate with the other Party where such cooperation is reasonably likely to reduce or mitigate the loss; and

(e) avoid incurring unreasonable or unnecessary costs or expenses.

11.5.3 The non-breaching Party shall not be entitled to recover any loss, damage, cost, or expense to the extent that such loss, damage, cost, or expense could reasonably have been avoided or reduced through the exercise of commercially reasonable mitigation measures.

11.5.4 Where the Company proposes a commercially reasonable workaround, temporary solution, Software Update, replacement component, configuration change, or corrective measure that would substantially reduce or eliminate the Customer's loss, the Customer shall not unreasonably refuse or delay implementation of such measure.

11.5.5 Where the Customer reasonably requests the Company's assistance in mitigating the effects of an incident beyond the scope of the Company's contractual obligations, the Company may provide such assistance as additional professional services subject to mutually agreed commercial terms, unless otherwise expressly required under this Agreement.

11.5.6 Nothing contained in this Clause shall require either Party to:

(a) incur unreasonable expense;

(b) undertake disproportionate technical or commercial measures;

(c) compromise its legal rights, regulatory obligations, information security, or Confidential Information; or

(d) accept a remedy that materially fails to address the underlying issue.

11.5.7 The Parties shall cooperate in good faith to minimise operational disruption and to restore normal business operations as promptly as reasonably practicable following any event giving rise to a claim under this Agreement.

11.5.8 Nothing contained in this Clause shall:

(a) relieve the breaching Party of liability for losses that could not reasonably have been mitigated;

(b) prejudice any rights or remedies otherwise available under this Agreement or the Applicable Laws; or

(c) affect any obligation expressly imposed upon either Party under the Confidentiality, Data Protection, Intellectual Property, Warranty, Support, or Business Continuity provisions of this Agreement.

11.5.9 This Clause shall be interpreted consistently with the Allocation of Risk, Warranty Remedies, Limitation of Liability, and Dispute Resolution provisions of this Agreement.

11.6 Third-Party Claims

11.6.1 If either Party (the **"Claimed Party"**) receives written notice of any claim, demand, action, suit, arbitration, investigation, regulatory proceeding, or other legal proceeding brought by a third party that may give rise to liability under this Agreement (a **"Third-Party Claim"**), the Claimed Party shall notify the other Party (the **"Responsible Party"**) in writing without undue delay after becoming aware of the Third-Party Claim.

11.6.2 The notice referred to in Clause 11.6.1 shall, to the extent reasonably practicable, include:

(a) a description of the Third-Party Claim;

(b) copies of relevant pleadings, notices, or correspondence then available;

(c) details of the alleged facts giving rise to the claim; and

(d) any known deadlines requiring a response.

11.6.3 The Responsible Party shall have the right, at its own expense and upon written notice to the Claimed Party, to assume control of the defence, negotiation, settlement, or resolution of the Third-Party Claim, provided that:

(a) the Responsible Party acts in good faith;

(b) the Responsible Party diligently conducts the defence;

(c) the Claimed Party is kept reasonably informed of material developments; and

(d) no settlement admitting liability on behalf of the Claimed Party, imposing any financial obligation upon the Claimed Party, or materially affecting the Claimed Party's rights shall be agreed without the Claimed Party's prior written consent, such consent not to be unreasonably withheld or delayed.

11.6.4 The Claimed Party shall:

(a) provide reasonable cooperation, information, documents, and assistance requested by the Responsible Party;

(b) preserve relevant evidence within its possession or control;

(c) refrain from making admissions of liability, entering into settlements, or materially prejudicing the defence of the Third-Party Claim without the Responsible Party's prior written consent, except where required by Applicable Laws; and

(d) take commercially reasonable steps to mitigate any continuing loss arising from the Third-Party Claim.

11.6.5 If the Responsible Party elects not to assume the defence of the Third-Party Claim within a reasonable period after receiving notice, the Claimed Party may defend or settle the claim in a commercially reasonable manner, without prejudice to any rights or remedies available under this Agreement.

11.6.6 Each Party shall bear its own costs incurred in responding to a Third-Party Claim unless this Agreement expressly provides that such costs are recoverable from the other Party or such recovery is ordered by a court or arbitral tribunal of competent jurisdiction.

11.6.7 Nothing contained in this Clause shall:

(a) create any indemnity or liability that is not otherwise expressly provided under this Agreement;

(b) affect the Intellectual Property infringement provisions, confidentiality obligations, data protection obligations, or any express indemnity contained elsewhere in this Agreement;

(c) prevent either Party from seeking urgent interim, equitable, or injunctive relief where appropriate; or

(d) limit the operation of the limitation of liability provisions contained in this Agreement, except where expressly stated otherwise.

11.6.8 The procedures contained in this Clause shall survive the expiration or termination of this Agreement with respect to any Third-Party Claim arising from events occurring before such expiration or termination.

11.7 No Double Recovery

11.7.1 Neither Party shall be entitled to recover compensation, damages, indemnification, reimbursement, restitution, or any other monetary relief more than once in respect of the same loss, damage, liability, cost, or expense arising out of or relating to this Agreement.

11.7.2 Where the same underlying event or circumstances give rise to multiple causes of action or remedies under this Agreement or the Applicable Laws, the affected Party may pursue any available rights or remedies but shall not obtain duplicate recovery for the same loss.

11.7.3 Any amount recovered by a Party in respect of a particular loss shall be taken into account in determining any subsequent recovery relating to the same loss, whether such recovery is sought under:

(a) this Agreement;

(b) an indemnity;

(c) a warranty claim;

(d) a claim for breach of contract;

(e) a tort claim (including negligence);

(f) a statutory claim; or

(g) any other legal or equitable basis.

11.7.4 Nothing contained in this Clause shall prevent a Party from:

(a) pursuing alternative or cumulative legal claims until the amount of its recoverable loss has been finally determined;

(b) seeking declaratory, injunctive, or other equitable relief where available under this Agreement or the Applicable Laws;

(c) recovering different categories of loss that are separately recoverable under this Agreement or the Applicable Laws, provided that such recovery does not duplicate compensation for the same loss; or

(d) enforcing any judgment, arbitral award, settlement agreement, or other lawful resolution in accordance with its terms.

11.7.5 Where an insurance payment, third-party reimbursement, settlement, or other compensation has been received in respect of a particular loss, any subsequent recovery under this Agreement shall be reduced to the extent necessary to prevent double recovery, except where such reduction would be contrary to the Applicable Laws or the terms of the relevant insurance policy.

11.7.6 Nothing contained in this Clause shall:

(a) reduce the liability of the Party responsible for the loss beyond the limitations otherwise contained in this Agreement;

(b) affect any rights of insurers, subrogated parties, or other persons entitled by law to pursue recovery;

(c) create any new limitation of liability not otherwise provided in this Agreement; or

(d) prejudice any rights or remedies that cannot lawfully be excluded or limited under the Applicable Laws.

11.7.7 This Clause shall be interpreted consistently with the Allocation of Risk, Liability Cap, Indemnity, Warranty Remedies, and Dispute Resolution provisions of this Agreement.

11.8 Continuing Liability Provisions

11.8.1 The limitations, exclusions, liability caps, remedies, and risk allocation provisions contained in this Article shall survive the expiration or termination of this Agreement to the extent necessary to govern:

(a) any claim arising from an act, omission, event, or circumstance occurring before the effective date of expiration or termination;

(b) any continuing obligation that is expressly stated, or by its nature intended, to survive; or

(c) any dispute arising out of or relating to this Agreement after its expiration or termination.

11.8.2 The expiration or termination of this Agreement shall not:

(a) release either Party from liability for any breach of this Agreement occurring before the effective date of expiration or termination;

(b) affect any accrued rights, remedies, or causes of action existing before such expiration or termination;

(c) affect the enforceability of any limitation of liability, exclusion of liability, or agreed remedy applicable to such claims; or

(d) affect the operation of any provision that is expressly stated, or by its nature intended, to survive.

11.8.3 Without limitation, the following provisions shall continue in accordance with their respective terms:

(a) Confidentiality obligations;

(b) Intellectual Property Rights;

(c) Data Protection and Privacy obligations;

(d) payment obligations accrued before termination;

(e) dispute resolution procedures;

(f) governing law and jurisdiction;

(g) indemnities, to the extent applicable;

(h) audit, record retention, and regulatory compliance obligations;

(i) limitation of liability, exclusions of liability, and liability caps applicable to surviving claims; and

(j) any other provision that is expressly stated, or by its nature intended, to survive.

11.8.4 The liability limitations contained in this Agreement shall continue to apply to all surviving claims notwithstanding the expiration or termination of this Agreement, unless the Agreement expressly provides otherwise or the Applicable Laws prohibit such limitation.

11.8.5 Nothing contained in this Clause shall:

(a) revive any right or obligation that has lawfully expired before the expiration or termination of this Agreement;

(b) extend any warranty period or support obligation beyond the period expressly agreed in this Agreement;

(c) affect any liability that cannot lawfully be excluded or limited under the Applicable Laws; or

(d) prejudice the rights of either Party to pursue or defend any claim in accordance with this Agreement or the Applicable Laws.

11.8.6 The Parties acknowledge that the continuing operation of this Article is a fundamental element of the commercial allocation of risk agreed under this Agreement and is intended to remain enforceable to the fullest extent permitted by the Applicable Laws.

11.8.7 This Clause shall be interpreted consistently with the Termination, Survival, Confidentiality, Intellectual Property Rights, Data Protection, Warranty, Indemnity, Dispute Resolution, and Applicable Laws provisions of this Agreement.

ARTICLE 12 – INDEMNIFICATION

12.1 Company Indemnity

12.2 Customer Indemnity

12.3 Indemnification Procedure

12.4 Exclusions from Indemnification

12.5 Indemnification Remedies

12.6 Limitation of Indemnity

12.7 Continuing Indemnification Obligations

12.1 Company Indemnity

12.1.1 Subject to the terms and conditions of this Agreement, the Company shall indemnify, defend, and hold harmless the Customer, its Affiliates, directors, officers, employees, and authorised representatives ("Customer Indemnified Parties") from and against any finally awarded damages, settlements approved in accordance with this Agreement, and reasonable legal costs arising directly from any Third-Party Claim to the extent such claim results from:

(a) the Company's breach of this Agreement;

(b) the Company's wilful misconduct or fraudulent act;

(c) the Company's gross negligence, to the extent recognised under the Applicable Laws;

(d) an infringement of a third party's Intellectual Property Rights by the Software, as expressly provided under Clause 7.8 (Intellectual Property Infringement); or

(e) any other matter for which the Company has expressly agreed to provide indemnification under this Agreement.

12.1.2 The Company's indemnity obligations under this Clause are subject to the Customer:

(a) complying with the Third-Party Claim procedures set out in Clause 11.6;

(b) promptly notifying the Company of the Third-Party Claim after becoming aware of it;

(c) providing reasonable cooperation, information, and assistance requested by the Company;

(d) not admitting liability, settling the claim, or materially prejudicing the defence without the Company's prior written consent, except where required by Applicable Laws; and

(e) taking commercially reasonable steps to mitigate its losses.

12.1.3 Where a Third-Party Claim relates to an alleged infringement of Intellectual Property Rights by the Software, the Company may, at its option and expense:

(a) procure for the Customer the right to continue using the affected Software;

(b) modify the Software so that it becomes non-infringing while substantially preserving its functionality;

(c) replace the affected Software with functionally equivalent software; or

(d) where none of the foregoing remedies is commercially reasonable, terminate the affected licence and provide the applicable remedy specified in Clause 7.8.

12.1.4 The Company shall not be required to indemnify the Customer to the extent that the Third-Party Claim arises from:

(a) Customer Data, Customer specifications, Customer instructions, or Customer-provided materials;

(b) unauthorised modifications or customisations made by the Customer or any third party;

(c) use of the Software in a manner inconsistent with this Agreement or the Documentation;

(d) combination of the Software with products, software, hardware, or services not supplied or approved by the Company, where the claim would not have arisen but for such combination;

(e) continued use of the Software after the Company has supplied a commercially reasonable correction, replacement, update, or workaround that substantially resolves the relevant issue;

(f) Third-Party Software separately licensed by the Customer; or

(g) any circumstance expressly excluded elsewhere in this Agreement.

12.1.5 The Company's indemnity obligations under this Clause shall be subject to:

(a) the limitation of liability provisions contained in Article 11, except to the extent this Agreement expressly provides otherwise;

(b) the Warranty Exclusions and other applicable exclusions contained in this Agreement; and

(c) the Customer's continuing compliance with its obligations under this Agreement.

12.1.6 Nothing contained in this Clause shall:

(a) create liability for indirect or consequential losses except where expressly provided by this Agreement or required by Applicable Laws;

(b) require the Company to indemnify the Customer for matters outside the Company's reasonable control;

(c) affect any liability that cannot lawfully be excluded or limited; or

(d) prejudice any other rights or remedies expressly available to the Customer under this Agreement or the Applicable Laws.

12.1.7 This Clause shall be interpreted consistently with Clause 7.8 (Intellectual Property Infringement), Clause 11.6 (Third-Party Claims), Article 11 (Limitation of Liability), and all other relevant provisions of this Agreement.

12.2 Customer Indemnity

12.2.1 Subject to the terms and conditions of this Agreement, the Customer shall indemnify, defend, and hold harmless the Company, its Affiliates, directors, officers, employees, agents, contractors, licensors, and authorised representatives ("Company Indemnified Parties") from and against any finally awarded damages, settlements approved in accordance with this Agreement, reasonable legal costs, and other reasonable expenses arising directly from any Third-Party Claim to the extent such claim results from:

(a) the Customer's breach of this Agreement;

(b) the Customer's wilful misconduct or fraudulent act;

(c) the Customer's gross negligence, to the extent recognised under the Applicable Laws;

(d) the Customer's unlawful, unauthorised, or improper use of the Software;

(e) Customer Data, Customer specifications, Customer instructions, Customer-provided content, documents, or materials, including any allegation that such materials infringe the Intellectual Property Rights, privacy rights, or other legal rights of a third party;

(f) the Customer's failure to obtain any licence, consent, authorisation, approval, or lawful basis required for the collection, use, disclosure, transfer, or processing of Customer Data or Personal Data;

(g) the Customer's violation of Applicable Laws in connection with its use of the Software or the Services; or

(h) any other matter for which the Customer has expressly agreed to provide indemnification under this Agreement.

12.2.2 The Customer's indemnity obligations under this Clause are subject to the Company:

(a) complying with the Third-Party Claim procedures set out in Clause 11.6;

(b) promptly notifying the Customer of the Third-Party Claim after becoming aware of it;

(c) providing reasonable cooperation, information, and assistance requested by the Customer;

(d) not admitting liability, settling the claim, or materially prejudicing the defence without the Customer's prior written consent, except where required by Applicable Laws; and

(e) taking commercially reasonable steps to mitigate its losses.

12.2.3 The Customer shall not be required to indemnify the Company to the extent that the Third-Party Claim arises directly from:

(a) the Company's breach of this Agreement;

(b) the Company's wilful misconduct or fraudulent act;

(c) the Company's gross negligence, to the extent recognised under the Applicable Laws;

(d) unauthorised modifications made solely by the Company that are outside the agreed scope of work; or

(e) any matter for which the Company has expressly assumed responsibility under this Agreement.

12.2.4 Where a Third-Party Claim arises from a combination of acts or omissions attributable to both Parties, each Party shall remain responsible only to the extent that the Third-Party Claim is attributable to its own acts, omissions, breach of this Agreement, or other legal responsibility, as determined by agreement between the Parties or by a court or arbitral tribunal of competent jurisdiction.

12.2.5 The Customer's indemnity obligations under this Clause shall be subject to:

(a) the limitation of liability provisions contained in Article 11, except to the extent this Agreement expressly provides otherwise;

(b) the applicable exclusions contained elsewhere in this Agreement; and

(c) the Company's continuing compliance with its obligations under this Agreement.

12.2.6 Nothing contained in this Clause shall:

(a) require the Customer to indemnify the Company for indirect or consequential losses except where expressly provided by this Agreement or required by Applicable Laws;

(b) create liability for matters outside the Customer's reasonable control;

(c) affect any liability that cannot lawfully be excluded or limited; or

(d) prejudice any other rights or remedies available to the Company under this Agreement or the Applicable Laws.

12.2.7 This Clause shall be interpreted consistently with Clause 11.6 (Third-Party Claims), Article 11 (Limitation of Liability), Article 7 (Intellectual Property Rights), Article 9 (Data Protection & Privacy), and all other relevant provisions of this Agreement.

12.3 Indemnification Procedure

12.3.1 Any Party seeking indemnification under this Agreement (the **"Indemnified Party"**) shall notify the other Party (the **"Indemnifying Party"**) in writing of any claim, demand, action, suit, arbitration, investigation, regulatory proceeding, or other matter for which indemnification is sought ("Indemnity Claim") without undue delay after becoming aware of such Indemnity Claim.

12.3.2 The notice referred to in Clause 12.3.1 shall, to the extent reasonably practicable, include:

(a) a description of the Indemnity Claim;

(b) copies of any relevant pleadings, notices, correspondence, or legal documents then available;

(c) the factual basis of the Indemnity Claim;

(d) the estimated amount of the claim, if reasonably capable of estimation; and

(e) any known deadlines requiring a response.

12.3.3 The procedures set out in Clause 11.6 (Third-Party Claims) shall apply to any Third-Party Claim that is the subject of an Indemnity Claim under this Article, except to the extent expressly modified by this Clause.

12.3.4 Upon receiving notice of an Indemnity Claim, the Indemnifying Party may, by written notice to the Indemnified Party within a commercially reasonable period, assume control of the defence, negotiation, settlement, or resolution of the Indemnity Claim, provided that:

(a) the defence is conducted in good faith;

(b) the Indemnified Party is kept reasonably informed of material developments;

(c) the Indemnifying Party diligently pursues the defence; and

(d) no settlement admitting liability on behalf of the Indemnified Party, imposing any financial obligation upon the Indemnified Party, or materially affecting the Indemnified Party's rights shall be agreed without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld or delayed.

12.3.5 The Indemnified Party shall:

(a) provide reasonable cooperation, information, documents, records, and assistance requested by the Indemnifying Party;

(b) preserve relevant evidence within its possession or control;

(c) take commercially reasonable steps to mitigate continuing losses; and

(d) refrain from admitting liability or entering into any settlement relating to the Indemnity Claim without the prior written consent of the Indemnifying Party, except where required by Applicable Laws.

12.3.6 If the Indemnifying Party elects not to assume the defence of the Indemnity Claim within a commercially reasonable period after receiving notice, the Indemnified Party may defend or settle the claim in a commercially reasonable manner, without prejudice to any rights it may have under this Agreement.

12.3.7 The Indemnifying Party shall not be liable for any settlement, compromise, admission of liability, or material concession made by the Indemnified Party without the Indemnifying Party's prior written consent, unless:

(a) such consent was unreasonably withheld or delayed;

(b) the Indemnifying Party declined to assume the defence; or

(c) immediate action was reasonably necessary to comply with Applicable Laws or to prevent material prejudice to the Indemnified Party.

12.3.8 Each Party shall bear its own internal costs associated with the handling of an Indemnity Claim unless this Agreement expressly provides otherwise or a court or arbitral tribunal of competent jurisdiction orders a different allocation.

12.3.9 Nothing contained in this Clause shall:

(a) create any indemnity obligation not otherwise expressly provided under this Agreement;

(b) affect the operation of the limitation of liability provisions contained in Article 11 unless expressly stated otherwise;

(c) prejudice either Party's right to seek urgent interim, equitable, or injunctive relief where appropriate; or

(d) limit any mandatory rights or remedies that cannot lawfully be excluded under the Applicable Laws.

12.3.10 This Clause shall be interpreted consistently with Clause 11.6 (Third-Party Claims), Article 11 (Limitation of Liability), and all other relevant provisions of this Agreement.

12.4 Exclusions from Indemnification

12.4.1 Neither Party shall be obligated to indemnify the other Party to the extent that the relevant Indemnity Claim arises directly or indirectly from:

(a) the Indemnified Party's breach of this Agreement;

(b) the Indemnified Party's wilful misconduct, fraudulent act, or gross negligence, to the extent recognised under the Applicable Laws;

(c) any unauthorised modification, alteration, enhancement, or customisation made by the Indemnified Party or any third party acting on its behalf without the prior written approval of the Indemnifying Party;

(d) use of the Software or Services in a manner inconsistent with this Agreement, the Documentation, or the written instructions of the Company;

(e) Customer Data, Customer specifications, Customer instructions, Customer-provided materials, or other information supplied by the Customer, except to the extent that the Company has expressly assumed responsibility for such matters under this Agreement;

(f) the combination of the Software with hardware, software, systems, products, or services not supplied or approved by the Company, where the claim would not have arisen but for such combination;

(g) continued use of the Software after the Indemnifying Party has provided a commercially reasonable correction, replacement, workaround, update, or other remedial measure that substantially resolves the issue giving rise to the claim;

(h) Third-Party Software or Third-Party Services separately selected, licensed, procured, or managed by the Customer;

(i) Force Majeure Events or other circumstances beyond the reasonable control of the Indemnifying Party; or

(j) any matter expressly excluded elsewhere in this Agreement.

12.4.2 Where an Indemnity Claim arises from the acts or omissions of both Parties, each Party shall be responsible only to the extent that the claim is attributable to its own acts, omissions, breach of this Agreement, or other legal responsibility, as determined by agreement between the Parties or by a court or arbitral tribunal of competent jurisdiction.

12.4.3 The Indemnifying Party shall have no obligation to indemnify the Indemnified Party for any settlement, admission of liability, or compromise entered into by the Indemnified Party without the Indemnifying Party's prior written consent, except where:

(a) the Indemnifying Party declined or failed within a commercially reasonable period to assume the defence of the claim after receiving proper notice;

(b) such consent was unreasonably withheld or delayed; or

(c) immediate action was reasonably necessary to comply with Applicable Laws or to prevent material prejudice to the Indemnified Party.

12.4.4 Indemnification shall not extend to:

(a) indirect, incidental, consequential, special, exemplary, or punitive damages to the extent excluded under Article 11;

(b) losses that the Indemnified Party could reasonably have mitigated in accordance with Clause 11.5 (Duty to Mitigate Losses);

(c) losses already recovered from another source, to the extent necessary to prevent double recovery under Clause 11.7; or

(d) losses that are expressly excluded elsewhere in this Agreement.

12.4.5 Nothing contained in this Clause shall:

(a) exclude or limit any liability that cannot lawfully be excluded or limited under the Applicable Laws;

(b) affect any express indemnity expressly assumed elsewhere in this Agreement;

(c) prevent either Party from seeking declaratory, equitable, or injunctive relief where otherwise available; or

(d) prejudice any rights or remedies available under this Agreement or the Applicable Laws that are not based upon indemnification.

12.4.6 This Clause shall be interpreted consistently with Articles 7 (Intellectual Property Rights), 9 (Data Protection & Privacy), 11 (Limitation of Liability), Clauses 11.5 (Duty to Mitigate Losses) and 11.7 (No Double Recovery), and all other relevant provisions of this Agreement.

12.5 Indemnification Remedies

12.5.1 Where an Indemnifying Party is required to provide indemnification under this Agreement, it shall, subject to the terms of this Agreement and the Applicable Laws, satisfy its indemnity obligations by one or more of the following remedies, as appropriate:

(a) defending the applicable Third-Party Claim;

(b) paying or reimbursing any finally awarded damages, settlements approved in accordance with this Agreement, and reasonable legal costs covered by the applicable indemnity;

(c) correcting or remedying the circumstances giving rise to the claim;

(d) repairing, modifying, replacing, or re-performing the affected Software, Services, deliverables, or other subject matter, where reasonably practicable;

(e) procuring the necessary rights, licences, permissions, or authorisations required to resolve the claim; or

(f) implementing any other commercially reasonable solution that substantially resolves the matter giving rise to the indemnity obligation.

12.5.2 The Indemnifying Party shall be entitled to select the remedy or combination of remedies that it reasonably determines is the most appropriate and commercially practical, provided that the selected remedy substantially resolves the relevant claim without materially prejudicing the legitimate interests of the Indemnified Party.

12.5.3 Where a Third-Party Claim relates to Intellectual Property Rights, the remedies provided under Clause 7.8 (Intellectual Property Infringement) shall apply in addition to the remedies contained in this Clause.

12.5.4 Where the circumstances giving rise to the indemnity cannot reasonably be remedied through repair, replacement, modification, re-performance, procurement of rights, or another commercially reasonable solution, the Indemnifying Party may, as a remedy of last resort and where appropriate under this Agreement:

(a) refund or credit the fees attributable to the affected Software or Services on a fair and proportionate basis; or

(b) terminate the affected Software licence or affected Services in accordance with the termination provisions of this Agreement.

12.5.5 The Indemnified Party shall:

(a) cooperate in good faith with the implementation of the selected remedy;

(b) not unreasonably reject a commercially reasonable remedy that substantially resolves the relevant claim; and

(c) take commercially reasonable steps to minimise any continuing loss during implementation of the remedy.

12.5.6 Nothing contained in this Clause shall require the Indemnifying Party to provide multiple remedies for the same Indemnity Claim where a single commercially reasonable remedy substantially resolves the claim.

12.5.7 The remedies contained in this Clause shall be subject to:

(a) the Limitation of Liability provisions contained in Article 11, except where this Agreement expressly provides otherwise;

(b) the applicable Warranty, Intellectual Property, and Termination provisions of this Agreement; and

(c) any liability that cannot lawfully be excluded or limited under the Applicable Laws.

12.5.8 The remedies provided under this Clause constitute the primary contractual remedies for a valid indemnity claim under this Agreement, without prejudice to any mandatory statutory rights or remedies that cannot lawfully be excluded or restricted.

12.5.9 This Clause shall be interpreted consistently with Article 7 (Intellectual Property Rights), Article 11 (Limitation of Liability), and all other relevant provisions of this Agreement.

12.6 Limitation of Indemnity

12.6.1 Except to the extent expressly stated otherwise in this Agreement or prohibited by the Applicable Laws, all indemnity obligations contained in this Agreement shall be subject to the limitations, exclusions, liability caps, and allocation of risk contained in Article 11 (Limitation of Liability).

12.6.2 Without limiting Clause 12.6.1:

(a) the exclusions relating to indirect, incidental, consequential, special, exemplary, and punitive damages contained in Clause 11.2 shall apply to indemnity claims;

(b) the Liability Cap contained in Clause 11.3 shall apply to indemnity obligations; and

(c) the exceptions set out in Clause 11.4 shall continue to apply where relevant.

12.6.3 Nothing contained in this Clause shall:

(a) reduce or eliminate any indemnity obligation expressly assumed by either Party under this Agreement;

(b) affect the procedural requirements contained in Clauses 11.6 (Third-Party Claims) and 12.3 (Indemnification Procedure);

(c) affect the remedies available under Clause 12.5 (Indemnification Remedies); or

(d) limit any liability that cannot lawfully be excluded or limited under the Applicable Laws.

12.6.4 Where a particular indemnity obligation is expressly stated elsewhere in this Agreement to be excluded from the Liability Cap or otherwise subject to a different limitation regime, that specific provision shall prevail over this Clause solely with respect to that indemnity obligation.

12.6.5 The Parties acknowledge that:

(a) the indemnity obligations contained in this Agreement form part of the overall commercial allocation of risk between the Parties;

(b) the agreed pricing reflects the application of the limitation of liability provisions to indemnity obligations, except where expressly stated otherwise; and

(c) the Parties would not have entered into this Agreement on the same commercial terms without the agreed limitations and exclusions contained herein.

12.6.6 Nothing contained in this Clause shall be interpreted as:

(a) creating any new indemnity obligation;

(b) increasing the scope of any indemnity already provided under this Agreement;

(c) preventing either Party from relying upon any contractual defence, exclusion, or limitation otherwise available under this Agreement; or

(d) affecting any rights or remedies that cannot lawfully be excluded or restricted under the Applicable Laws.

12.6.7 This Clause shall be interpreted consistently with Article 11 (Limitation of Liability), Article 7 (Intellectual Property Rights), Article 9 (Data Protection & Privacy), and all other relevant provisions of this Agreement.

12.7 Continuing Indemnification Obligations

12.7.1 The indemnity obligations contained in this Article shall survive the expiration or termination of this Agreement to the extent necessary to give effect to:

(a) any Indemnity Claim arising from an act, omission, event, or circumstance occurring before the effective date of expiration or termination;

(b) any Third-Party Claim arising from facts or circumstances existing before the effective date of expiration or termination;

(c) any indemnity obligation that is expressly stated, or by its nature intended, to survive; or

(d) any claim or proceeding commenced after expiration or termination that relates to events occurring during the Term of this Agreement.

12.7.2 The expiration or termination of this Agreement shall not:

(a) release either Party from any indemnity obligation that accrued before such expiration or termination;

(b) affect any rights or remedies already accrued under this Article;

(c) prejudice either Party's right to pursue or defend an Indemnity Claim in accordance with this Agreement; or

(d) affect the continuing operation of any procedural obligations relating to notice, defence, cooperation, settlement, mitigation, or evidence preservation.

12.7.3 Each Party shall continue to cooperate in good faith after the expiration or termination of this Agreement to the extent reasonably necessary to investigate, defend, settle, or resolve any surviving Indemnity Claim or Third-Party Claim.

12.7.4 The indemnity obligations that survive under this Clause shall remain subject to:

(a) Article 11 (Limitation of Liability), except where this Agreement expressly provides otherwise;

(b) the applicable limitation periods prescribed by the Applicable Laws;

(c) the procedural requirements contained in Clause 11.6 (Third-Party Claims) and Clause 12.3 (Indemnification Procedure); and

(d) any other applicable provision of this Agreement.

12.7.5 Nothing contained in this Clause shall:

(a) revive any indemnity obligation that lawfully expired before the expiration or termination of this Agreement;

(b) create any new indemnity obligation after the expiration or termination of this Agreement;

(c) extend the scope of any indemnity beyond that expressly provided under this Agreement;

(d) affect any liability that cannot lawfully be excluded or limited under the Applicable Laws; or

(e) prejudice any rights or remedies available under the Applicable Laws that survive independently of this Agreement.

12.7.6 The Parties acknowledge that the continuing operation of this Article is necessary to protect each Party against Third-Party Claims that may arise or continue after the expiration or termination of this Agreement in relation to events occurring during the Term.

12.7.7 This Clause shall be interpreted consistently with Article 7 (Intellectual Property Rights), Article 11 (Limitation of Liability), Clause 11.6 (Third-Party Claims), Clause 12.3 (Indemnification Procedure), and all other relevant provisions of this Agreement.

ARTICLE 13 – TERM & TERMINATION

13.1 Term of the Agreement

13.2 Renewal

13.3 Termination for Convenience

13.4 Termination for Cause

13.5 Immediate Termination

13.6 Suspension Pending Termination

13.7 Effects of Termination

13.8 Return of Property & Customer Data

13.9 Outstanding Payment Obligations

13.10 Transition Assistance

13.11 Survival

13.1 Term of the Agreement

13.1.1 This Agreement shall commence on the Effective Date specified in the applicable Order Form or other written agreement executed by the Parties and shall remain in full force and effect until terminated or expired in accordance with the provisions of this Agreement ("Term").

13.1.2 Unless expressly stated otherwise in the applicable Order Form:

(a) this Agreement shall govern all Software licences, Services, support, maintenance, upgrades, updates, professional services, and other transactions entered into between the Parties during the Term;

(b) each Order Form executed under this Agreement shall form an integral part of this Agreement and shall be governed by its terms; and

(c) this Agreement shall continue to apply notwithstanding the completion of any individual implementation, project, Statement of Work, or Order Form, unless terminated in accordance with this Article.

13.1.3 Where the Customer purchases:

(a) a perpetual Software licence, the licence granted under this Agreement shall continue in accordance with its terms unless terminated under this Agreement or Applicable Laws; and

(b) a subscription licence, Software-as-a-Service (SaaS) subscription, maintenance service, support service, or other recurring service, such licence or service shall remain effective only for the applicable subscription or service period specified in the relevant Order Form and any subsequent renewals.

13.1.4 Expiration or completion of an individual subscription period, maintenance period, support period, implementation project, or Statement of Work shall not, by itself, terminate this Agreement unless:

(a) no other active Software licence, subscription, Service, or Order Form remains in effect between the Parties; or

(b) the Agreement is otherwise terminated in accordance with this Article.

13.1.5 Where multiple Order Forms, Statements of Work, or licences exist under this Agreement, the expiration, suspension, or termination of one Order Form, licence, or Statement of Work shall not automatically terminate the remaining Order Forms, licences, or Services unless expressly stated in writing or where such arrangements are technically or commercially inseparable.

13.1.6 The Parties may enter into additional Order Forms, Statements of Work, implementation schedules, service schedules, or commercial arrangements during the

Term. Unless expressly agreed otherwise in writing, each such document shall be deemed incorporated into and governed by this Agreement.

13.1.7 Nothing contained in this Clause shall:

(a) affect either Party's rights to suspend or terminate this Agreement in accordance with this Article;

(b) extend any licence, subscription, maintenance, or support period beyond that expressly agreed in the applicable Order Form;

(c) affect any payment obligations accrued before expiration or termination; or

(d) limit the operation of any survival provision contained elsewhere in this Agreement.

13.1.8 This Clause shall be interpreted consistently with the Software Licence, Commercial Terms, Support Services, Order Forms, Renewal, and Termination provisions contained elsewhere in this Agreement.

13.2 Renewal

13.2.1 Unless otherwise expressly stated in the applicable Order Form, perpetual Software licences granted under this Agreement shall not require renewal. However, any maintenance, support, subscription, hosting, Software-as-a-Service (SaaS), cloud services, or other recurring services associated with such licences shall be renewed only in accordance with this Clause or the applicable Order Form.

13.2.2 Where an Order Form provides for a fixed subscription term or recurring service period, such subscription or service shall expire automatically at the end of the applicable term unless:

(a) the Parties mutually agree in writing to renew the applicable subscription or service;

(b) the applicable Order Form expressly provides for automatic renewal; or

(c) the Parties execute a replacement or renewal Order Form.

13.2.3 Where an Order Form expressly provides for automatic renewal:

(a) the subscription or recurring service shall automatically renew for successive renewal periods of the same duration as the initial term, unless otherwise specified in the Order Form;

(b) either Party may elect not to renew by providing written notice to the other Party at least thirty (30) days before the end of the then-current subscription or service period, or such other notice period as may be specified in the applicable Order Form; and

(c) the renewed subscription or service shall continue on the commercial terms then agreed by the Parties or, where expressly provided in the applicable Order Form, on the Company's then-current standard pricing applicable to renewals.

13.2.4 Renewal of any subscription, maintenance, support, hosting, SaaS, cloud service, or other recurring service shall not:

(a) automatically renew or extend any expired Statement of Work unless expressly agreed in writing;

(b) modify the scope of the Software, Services, or commercial terms except as expressly agreed by the Parties;

(c) waive any existing breach of this Agreement; or

(d) prejudice either Party's rights arising before the effective date of renewal.

13.2.5 The Company may notify the Customer of the upcoming expiration of any subscription, maintenance, support, or recurring service before its expiry. Failure to provide such reminder shall not, by itself, extend the applicable subscription period or prevent the expiration of the relevant service.

13.2.6 If the Customer continues to use any subscription-based Software or recurring Service after the expiration of the applicable subscription period without executing a renewal, such continued use shall not create an implied renewal or licence unless the Company expressly agrees in writing.

13.2.7 Any renewal under this Clause shall remain subject to:

(a) the Customer's compliance with this Agreement;

(b) payment of all applicable renewal fees and other amounts due;

(c) the continued availability of the relevant Software or Service; and

(d) any changes required by Applicable Laws.

13.2.8 Nothing contained in this Clause shall:

(a) require either Party to renew this Agreement or any Order Form unless expressly agreed;

(b) prevent the Parties from negotiating revised commercial terms for any renewal;

(c) extend the Agreement beyond its applicable renewal period except in accordance with this Clause; or

(d) affect any rights relating to termination, suspension, outstanding payment obligations, or surviving provisions of this Agreement.

13.2.9 This Clause shall be interpreted consistently with the Commercial Terms, Software Licence, Support Services, Term, Termination, and Order Form provisions contained elsewhere in this Agreement.

13.3 Termination for Convenience

13.3.1 Subject to the terms of this Clause, either Party may terminate this Agreement, in whole or in part, for convenience and without assigning any reason by giving the other Party not less than ninety (90) days' prior written notice, unless a different notice period is expressly specified in the applicable Order Form.

13.3.2 A notice of termination for convenience shall:

(a) be in writing;

(b) clearly state that the termination is being exercised under this Clause;

(c) specify the effective date of termination; and

(d) identify, where applicable, the affected Order Form(s), Statement(s) of Work, Software licence(s), Subscription(s), or Services to which the termination relates.

13.3.3 Unless otherwise expressly agreed in writing, termination for convenience shall not:

(a) relieve the Customer of its obligation to pay all Licence Fees, Service Fees, Subscription Fees, maintenance charges, support fees, taxes, expenses, and other amounts that accrued prior to the effective date of termination;

(b) entitle the Customer to a refund of fees already paid, except where this Agreement or the applicable Order Form expressly provides otherwise;

(c) affect any completed implementation, Services, deliverables, or professional work already performed prior to the effective date of termination;

(d) prejudice any rights, remedies, or claims that accrued before the effective date of termination; or

(e) affect any provision of this Agreement that is expressly stated, or by its nature intended, to survive termination.

13.3.4 Where termination for convenience relates only to a specific Order Form, Statement of Work, Subscription, Software module, or Service:

(a) the remainder of this Agreement shall continue in full force and effect unless expressly terminated;

(b) unaffected Software licences, Services, and Order Forms shall continue in accordance with their respective terms; and

(c) all fees relating to the terminated component that accrued prior to the effective date of termination shall remain payable.

13.3.5 If the Customer terminates this Agreement or any affected Order Form for convenience before completion of an agreed implementation, project, or fixed-term Service, the Customer shall remain responsible for:

(a) payment for all Software, Services, milestones, and deliverables completed or substantially performed up to the effective date of termination;

(b) any non-cancellable commitments, third-party costs, or expenses reasonably incurred by the Company in reliance upon this Agreement, to the extent such costs cannot reasonably be avoided; and

(c) any other amounts expressly stated as payable upon early termination in the applicable Order Form.

13.3.6 During the notice period, the Parties shall continue to perform their respective obligations under this Agreement unless otherwise mutually agreed in writing.

13.3.7 Nothing contained in this Clause shall:

(a) limit either Party's right to terminate this Agreement for cause, immediate termination, or any other termination right expressly provided elsewhere in this Agreement;

(b) affect any obligation relating to Confidential Information, Intellectual Property Rights, Customer Data, Data Protection, outstanding payment obligations, or other surviving provisions; or

(c) create any right to compensation for loss of future profits, anticipated business, goodwill, or other consequential losses arising solely from the exercise of a valid termination for convenience.

13.3.8 This Clause shall be interpreted consistently with the Commercial Terms, Payment Obligations, Effects of Termination, Transition Assistance, Survival, and Limitation of Liability provisions contained elsewhere in this Agreement.

13.4 Termination for Cause

13.4.1 Either Party ("Non-Defaulting Party") may terminate this Agreement, in whole or in part, by written notice to the other Party ("Defaulting Party") if the Defaulting Party commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice specifying:

(a) the nature of the alleged material breach;

(b) the contractual provisions affected;

(c) the corrective action reasonably required to remedy the breach, where capable of remedy; and

(d) the intention of the Non-Defaulting Party to terminate this Agreement if the breach is not remedied within the applicable cure period.

13.4.2 For the purposes of this Clause, a "material breach" includes, without limitation:

(a) a persistent or substantial failure to perform a material contractual obligation;

(b) repeated breaches that, individually or collectively, materially affect the purpose or value of this Agreement;

(c) a material breach of confidentiality obligations;

(d) a material infringement or misuse of Intellectual Property Rights;

(e) a material violation of Applicable Data Protection Laws or material failure to protect Personal Data where such breach materially affects the other Party;

(f) unauthorised use, copying, licensing, distribution, reverse engineering, or other misuse of the Software in violation of this Agreement;

(g) failure to pay undisputed amounts due under this Agreement after receiving written notice and the applicable contractual cure period, unless a separate payment default procedure applies under this Agreement; or

(h) any other breach expressly stated elsewhere in this Agreement to constitute a ground for termination.

13.4.3 Where the material breach is capable of remedy, the Defaulting Party shall use commercially reasonable efforts to remedy the breach within the applicable cure period.

13.4.4 Where the material breach is not reasonably capable of remedy, or where the Defaulting Party expressly refuses to remedy the breach, the Non-Defaulting Party may terminate this Agreement by written notice with effect from the date specified in the termination notice.

13.4.5 Termination under this Clause may apply:

(a) to the entire Agreement; or

(b) only to the affected Order Form, Statement of Work, Software licence, Subscription, Service, or other affected contractual component, where the breach relates solely to that component and severance is commercially and technically practicable.

13.4.6 Termination for cause under this Clause shall be without prejudice to:

(a) any accrued rights, remedies, or causes of action existing before the effective date of termination;

(b) either Party's right to recover damages or other lawful remedies, subject to the limitations contained in this Agreement;

(c) any continuing obligations expressly stated, or by their nature intended, to survive; and

(d) any right to seek interim, equitable, or injunctive relief where appropriate.

13.4.7 Nothing contained in this Clause shall:

(a) require termination where the Non-Defaulting Party elects to pursue another remedy available under this Agreement;

(b) prejudice either Party's right to suspend performance where suspension is expressly permitted under this Agreement;

(c) affect any immediate termination rights provided under Clause 13.5 or elsewhere in this Agreement; or

(d) limit any liability that cannot lawfully be excluded or restricted under the Applicable Laws.

13.4.8 This Clause shall be interpreted consistently with the Payment Terms, Suspension, Intellectual Property Rights, Confidentiality, Data Protection, Limitation of Liability, and Effects of Termination provisions contained elsewhere in this Agreement.

13.5 Immediate Termination

13.5.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement, in whole or in part, with immediate effect by written notice to the other Party if any of the following events occurs:

(a) the other Party commits fraud, fraudulent misrepresentation, or a deliberate criminal act in connection with this Agreement;

(b) the other Party commits wilful misconduct that materially affects the rights, business operations, reputation, security, or legitimate interests of the terminating Party;

(c) the other Party materially infringes the Intellectual Property Rights of the terminating Party and such infringement is incapable of remedy or continues after written notice where remedy is reasonably possible;

(d) the other Party commits a material breach of its Confidentiality obligations resulting in actual or reasonably likely serious harm;

(e) the other Party commits a material Personal Data Breach or other serious violation of Applicable Data Protection Laws that is incapable of remedy or creates a continuing legal or regulatory risk;

(f) the continued performance of this Agreement would require the terminating Party to violate Applicable Laws or comply with an unlawful instruction;

(g) the other Party becomes subject to liquidation, winding-up, dissolution, administration, receivership, bankruptcy, insolvency proceedings, or any analogous proceeding under Applicable Laws, except where such proceedings form part of a bona fide restructuring that does not materially affect performance under this Agreement;

(h) the other Party ceases, or publicly announces its intention to cease, carrying on substantially all of its business relevant to this Agreement; or

(i) any other event expressly stated elsewhere in this Agreement to give rise to an immediate right of termination.

13.5.2 A Party exercising its right of immediate termination under this Clause shall provide written notice specifying:

(a) the ground for immediate termination;

(b) the factual basis upon which the termination is made, to the extent reasonably practicable; and

(c) the effective date of termination.

13.5.3 Where the event giving rise to immediate termination affects only a particular Order Form, Statement of Work, Software licence, Subscription, Service, or other contractual component, and severance is commercially and technically practicable, the terminating Party may elect to terminate only the affected component, leaving the remainder of this Agreement in full force and effect.

13.5.4 Immediate termination under this Clause shall be without prejudice to:

(a) any accrued rights, remedies, or causes of action existing before termination;

(b) either Party's right to recover damages or other lawful remedies, subject to the limitations contained in this Agreement;

(c) any right to seek interim, equitable, or injunctive relief; and

(d) the continued operation of provisions expressly stated, or by their nature intended, to survive termination.

13.5.5 The exercise of an immediate termination right under this Clause shall not constitute a waiver of any other contractual or legal right available to the terminating Party.

13.5.6 Nothing contained in this Clause shall:

(a) require a Party to continue performing this Agreement where immediate termination is lawfully available;

(b) prevent the Parties from mutually agreeing in writing to continue or restructure the contractual relationship notwithstanding the occurrence of a termination event;

(c) limit any liability that cannot lawfully be excluded or restricted under the Applicable Laws; or

(d) affect any obligations relating to outstanding payments, Confidential Information, Intellectual Property Rights, Customer Data, Personal Data, indemnification, dispute resolution, or other surviving provisions.

13.5.7 This Clause shall be interpreted consistently with Clause 13.4 (Termination for Cause), Article 7 (Intellectual Property Rights), Article 8 (Confidentiality), Article 9 (Data Protection & Privacy), Article 11 (Limitation of Liability), Article 12 (Indemnification), and all other relevant provisions of this Agreement.

13.6 Suspension Pending Termination

13.6.1 Without prejudice to any other rights or remedies available under this Agreement or the Applicable Laws, either Party may temporarily suspend the performance of its affected obligations under this Agreement where:

(a) a circumstance exists that may entitle that Party to terminate this Agreement under Clauses 13.4 or 13.5;

(b) continued performance would reasonably be expected to cause material legal, financial, operational, security, or reputational risk;

(c) suspension is reasonably necessary to investigate an alleged material breach, security incident, Personal Data Breach, Intellectual Property infringement, fraud, or other serious contractual issue; or

(d) suspension is otherwise expressly permitted under this Agreement.

13.6.2 Without limiting Clause 13.6.1, the Company may suspend the Customer's access to all or part of the Software or Services where reasonably necessary:

(a) to protect the security, integrity, availability, or lawful operation of the Software;

(b) to prevent unauthorised access, cyber threats, malicious activity, or misuse of the Software;

(c) to comply with Applicable Laws, a court order, or a lawful direction of a governmental or regulatory authority;

(d) where the Customer's continued use is reasonably likely to cause material harm to the Company, other customers, or third parties;

(e) where suspension is expressly permitted under this Agreement, including for non-payment or security-related reasons; or

(f) to perform emergency maintenance or implement urgent security updates where immediate action is reasonably necessary.

13.6.3 Except where prohibited by Applicable Laws or where immediate suspension is reasonably necessary, the Party implementing the suspension shall use commercially reasonable efforts to:

(a) provide prior written notice of the proposed suspension;

(b) describe the reasons for the suspension;

(c) identify, where reasonably practicable, the actions required to remove the grounds for suspension; and

(d) restore normal performance promptly after the grounds for suspension have been resolved.

13.6.4 Suspension under this Clause shall:

(a) be limited to the affected Software, Services, Order Form, Statement of Work, or contractual component where reasonably practicable;

(b) remain in effect only for so long as reasonably necessary to address the relevant circumstances; and

(c) not constitute a waiver of either Party's right to terminate this Agreement or pursue any other available remedy.

13.6.5 During any period of suspension:

(a) each Party shall continue to comply with those obligations that are not affected by the suspension, including obligations relating to Confidential Information, Intellectual Property Rights, Data Protection, payment of undisputed amounts already due, and cooperation;

(b) the Parties shall cooperate in good faith to investigate and resolve the circumstances giving rise to the suspension; and

(c) the suspended Party shall use commercially reasonable efforts to remedy the circumstances giving rise to the suspension, where such circumstances are capable of remedy.

13.6.6 Where the circumstances giving rise to the suspension are not remedied within the applicable contractual cure period, or are incapable of remedy, the suspending Party may proceed to terminate this Agreement in accordance with Clauses 13.4 or 13.5, as applicable.

13.6.7 Nothing contained in this Clause shall:

(a) require either Party to continue performance where doing so would violate Applicable Laws or create an unreasonable security, legal, or operational risk;

(b) entitle the suspended Party to claim damages solely because a suspension was lawfully implemented under this Agreement;

(c) affect any accrued rights, remedies, or obligations existing before the suspension; or

(d) prejudice any liability or remedy arising from the circumstances that gave rise to the suspension.

13.6.8 This Clause shall be interpreted consistently with the Payment Terms, Security Responsibilities, Data Protection & Privacy, Limitation of Liability, Termination, and Applicable Laws provisions contained elsewhere in this Agreement.

13.7 Effects of Termination

13.7.1 Upon the effective date of expiration or termination of this Agreement, or the affected Order Form, Statement of Work, Subscription, Software licence, or Service, and unless otherwise expressly provided in this Agreement:

(a) all rights granted to the Customer under the affected licence or Service shall immediately cease;

(b) the Customer shall immediately discontinue all unauthorised use of the affected Software and Services;

(c) the Company may deactivate, disable, suspend, or revoke access credentials, user accounts, licences, hosted environments, APIs, integrations, or other access relating to the affected Software or Services;

(d) all ongoing implementation, maintenance, support, hosting, subscription, training, consulting, or other Services relating to the terminated component shall cease, except where expressly agreed otherwise in writing or required by Applicable Laws; and

(e) each Party shall comply with its continuing obligations under this Agreement.

13.7.2 Expiration or termination of this Agreement shall not:

(a) affect any rights, remedies, obligations, liabilities, or causes of action accrued before the effective date of termination;

(b) affect any outstanding payment obligations that became due before termination;

(c) affect any rights or obligations expressly stated, or by their nature intended, to survive; or

(d) prejudice either Party's right to pursue any claim arising from events occurring before termination.

13.7.3 Subject to Clause 13.8 and Article 9 (Data Protection & Privacy), the Company shall, within a commercially reasonable period after termination:

(a) make Customer Data available for return or export where required under this Agreement;

(b) return, delete, destroy, anonymise, or otherwise dispose of Customer Data in accordance with this Agreement and the Applicable Laws; and

(c) retain only such information as is required or permitted under this Agreement or the Applicable Laws.

13.7.4 The Customer shall, upon termination:

(a) cease using the affected Software, Documentation, licence keys, activation codes, and other licensed materials, except where a perpetual licence expressly survives termination under this Agreement;

(b) promptly return or securely destroy Confidential Information belonging to the Company, subject to applicable legal retention obligations;

(c) discontinue any unauthorised use of the Company's Intellectual Property Rights; and

(d) certify compliance with this Clause upon the Company's reasonable written request.

13.7.5 Termination of this Agreement shall not transfer ownership of:

(a) the Software;

(b) Intellectual Property Rights;

(c) Customer Data;

(d) Confidential Information; or

(e) any other property belonging to either Party.

13.7.6 Unless expressly provided otherwise in this Agreement or the applicable Order Form:

(a) fees paid prior to termination shall be non-refundable;

(b) termination shall not relieve the Customer of liability for fees accrued before termination; and

(c) termination shall not entitle either Party to compensation for anticipated future profits, business opportunities, goodwill, or other consequential losses arising solely from the termination itself.

13.7.7 The Parties shall cooperate in good faith to facilitate an orderly conclusion of the contractual relationship, including the completion of any agreed transition activities, return of property, settlement of outstanding obligations, and compliance with Applicable Laws.

13.7.8 Nothing contained in this Clause shall:

(a) limit any rights or remedies expressly available under this Agreement or the Applicable Laws;

(b) affect any continuing obligations relating to Confidential Information, Intellectual Property Rights, Data Protection & Privacy, Limitation of Liability, Indemnification, Dispute Resolution, Governing Law, or other surviving provisions;

(c) require the Company to continue providing Software or Services beyond the agreed termination date except where expressly agreed in writing or required by Applicable Laws; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

13.7.9 This Clause shall be interpreted consistently with Clauses 13.8 (Return of Property & Customer Data), 13.9 (Outstanding Payment Obligations), 13.10 (Transition Assistance), 13.11 (Survival), and all other relevant provisions of this Agreement.

13.8 Return of Property & Customer Data

13.8.1 Upon the expiration or termination of this Agreement, or upon the earlier written request of the owning Party where permitted under this Agreement, each Party shall promptly return or, where authorised, securely destroy or permanently delete the property, materials, and Confidential Information belonging to the other Party that are in its possession, custody, or control.

13.8.2 Without limiting Clause 13.8.1, the Customer shall, where applicable:

(a) return or permanently cease using all copies of the Software, Documentation, licence keys, activation codes, authentication credentials, access tokens, and other proprietary materials belonging to the Company, except to the extent that a perpetual licence expressly survives termination under this Agreement;

(b) return or securely destroy any physical media, manuals, confidential documents, technical specifications, or other Company property;

(c) discontinue all use of the Company's Intellectual Property Rights except as expressly permitted under this Agreement; and

(d) upon the Company's reasonable written request, provide a written certification signed by an authorised representative confirming substantial compliance with this Clause.

13.8.3 Subject to Article 9 (Data Protection & Privacy), the Company shall, within a commercially reasonable period after the effective date of termination:

(a) make Customer Data available for export or return in a commercially reasonable and commonly used electronic format, where reasonably practicable and requested by the Customer before the applicable data retention period expires;

(b) securely delete, destroy, anonymise, or otherwise render inaccessible Customer Data remaining under the Company's possession, custody, or control after completion of the agreed return process;

(c) ensure that any deletion or destruction is carried out using commercially reasonable security practices; and

(d) upon the Customer's reasonable written request, provide written confirmation that the Company has substantially complied with its obligations under this Clause, except to the extent that lawful retention is permitted or required.

13.8.4 Notwithstanding Clause 13.8.3, the Company may retain Customer Data or Confidential Information to the extent that retention is:

(a) required by Applicable Laws;

(b) required by a court order or lawful governmental or regulatory authority;

(c) reasonably necessary to establish, exercise, or defend legal claims;

(d) contained within routine backup systems, disaster recovery systems, archival media, or immutable security backups that cannot reasonably be altered without compromising system integrity, provided such retained information remains protected and is not restored for ordinary business use except where reasonably necessary; or

(e) otherwise expressly permitted under this Agreement.

13.8.5 Any Customer Data or Confidential Information retained pursuant to Clause 13.8.4 shall:

(a) remain subject to the confidentiality, privacy, and security obligations contained in this Agreement;

(b) not be used for any purpose other than the lawful purpose requiring its retention; and

(c) be securely deleted, destroyed, anonymised, or otherwise disposed of when the lawful basis for retention no longer exists.

13.8.6 Each Party shall remain responsible for safeguarding its own backup copies, business records, and archival information, except where the Company has expressly agreed in writing to provide backup, disaster recovery, or long-term data retention services.

13.8.7 The Parties shall cooperate in good faith to facilitate the orderly return, migration, transfer, or disposal of Customer Data, Company property, and other materials, while minimising unnecessary disruption to the Customer's business operations.

13.8.8 Nothing contained in this Clause shall:

(a) transfer ownership of the Software, Customer Data, Intellectual Property Rights, or Confidential Information;

(b) affect any continuing obligations relating to Data Protection, Confidentiality, Intellectual Property Rights, Limitation of Liability, or Indemnification;

(c) require either Party to retain information longer than required or permitted under the Applicable Laws; or

(d) prejudice any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

13.8.9 This Clause shall be interpreted consistently with Article 7 (Intellectual Property Rights), Article 8 (Confidentiality), Article 9 (Data Protection & Privacy), Clause 13.7 (Effects of Termination), Clause 13.10 (Transition Assistance), and Clause 13.11 (Survival).

13.9 Outstanding Payment Obligations

13.9.1 The expiration or termination of this Agreement, for any reason, shall not relieve the Customer of its obligation to pay:

(a) all Licence Fees, Subscription Fees, Service Fees, maintenance fees, support fees, implementation fees, professional service fees, taxes, reimbursable expenses, and other amounts that became due or accrued prior to the effective date of expiration or termination;

(b) amounts relating to Software, Services, milestones, deliverables, or professional work completed or substantially performed before the effective date of expiration or termination;

(c) any early termination charges, non-cancellable commitments, or other amounts expressly payable under this Agreement or the applicable Order Form; and

(d) any applicable taxes, duties, levies, or governmental charges payable in connection with the foregoing.

13.9.2 Where the Company has provided Software or Services up to the effective date of expiration or termination, the Customer shall pay all undisputed invoices in accordance with the Payment Terms contained in Article 4.

13.9.3 Where an invoice has not yet been issued for Software or Services properly provided before the effective date of expiration or termination, the Company may issue a final invoice within a commercially reasonable period after such expiration or termination, and the Customer shall pay such invoice in accordance with the applicable Payment Terms.

13.9.4 The Customer may withhold payment only in respect of amounts genuinely disputed in good faith. Any undisputed portion of an invoice shall remain payable in accordance with this Agreement.

13.9.5 Any overdue undisputed amount shall remain subject to the Late Payment provisions contained in Clause 4.4 until paid in full.

13.9.6 Unless expressly stated otherwise in this Agreement or required by the Applicable Laws:

(a) fees paid prior to expiration or termination are non-refundable;

(b) termination shall not entitle the Customer to a refund for Software, Services, or deliverables properly supplied before the effective date of expiration or termination; and

(c) prepaid recurring fees relating solely to periods after the effective date of termination shall be treated in accordance with the applicable Order Form or other express provisions of this Agreement.

13.9.7 The Company may offset any undisputed amount owing by the Customer against any credit, refund, rebate, or other amount otherwise payable by the Company to the Customer, to the extent permitted by the Applicable Laws.

13.9.8 Nothing contained in this Clause shall:

(a) prejudice either Party's right to dispute an invoice in good faith;

(b) affect any rights relating to damages, indemnification, limitation of liability, or other contractual remedies;

(c) require payment for Software or Services that were not supplied in accordance with this Agreement; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

13.9.9 This Clause shall survive the expiration or termination of this Agreement until all outstanding payment obligations arising under this Agreement have been finally discharged and shall be interpreted consistently with Article 4 (Commercial Terms), Clause 13.7 (Effects of Termination), Clause 13.11 (Survival), and all other relevant provisions of this Agreement.

13.10 Transition Assistance

13.10.1 Upon the expiration or termination of this Agreement, and subject to the Customer's written request made before or within thirty (30) days after the effective date of termination (or such other period as the Parties may agree in writing), the Company may provide reasonable transition assistance to facilitate the orderly migration of the Customer's operations from the Software and Services.

13.10.2 Transition assistance may include, where applicable and as agreed by the Parties:

(a) export or transfer of Customer Data in a commercially reasonable and commonly used electronic format;

(b) reasonable technical assistance relating to data migration;

(c) provision of available system documentation relevant to the Customer's implementation;

(d) reasonable knowledge transfer relating to the implemented configuration;

(e) assistance with orderly user access termination and account closure;

(f) reasonable cooperation with a replacement service provider or internal Customer team, subject to appropriate confidentiality obligations; and

(g) any other mutually agreed transition services.

13.10.3 Unless expressly stated otherwise in the applicable Order Form or this Agreement:

(a) transition assistance shall constitute additional professional services;

(b) the Company shall not be obligated to provide transition assistance without the Customer's written request;

(c) transition assistance shall be subject to the Company's then-current professional service rates or such other commercial terms as the Parties may agree in writing; and

(d) the Company shall have no obligation to commence transition assistance until all undisputed outstanding amounts due under this Agreement have been paid or appropriate payment arrangements have been agreed in writing.

13.10.4 The Company shall use commercially reasonable efforts to perform the agreed transition assistance in a manner that minimises unnecessary disruption to the Customer's business operations, subject to the Customer's reasonable cooperation and timely provision of required information.

13.10.5 The Company shall not be required to:

(a) disclose proprietary source code, trade secrets, confidential methodologies, security architecture, or other proprietary information not expressly required under this Agreement;

(b) provide services beyond the agreed transition scope;

(c) support third-party systems or products outside the agreed transition scope;

(d) continue providing Software, hosting, maintenance, subscriptions, or support services after termination except as expressly agreed in writing; or

(e) undertake any activity that would violate Applicable Laws, compromise information security, or prejudice the Company's legitimate commercial interests.

13.10.6 During the transition period, each Party shall:

(a) cooperate in good faith;

(b) maintain appropriate confidentiality and data protection measures;

(c) provide reasonable access to relevant personnel where necessary for the agreed transition activities; and

(d) comply with the continuing obligations contained in this Agreement.

13.10.7 Completion of transition assistance shall not:

(a) revive or extend any Software licence, subscription, maintenance agreement, support service, or other contractual relationship previously terminated;

(b) affect the operation of any surviving provisions of this Agreement;

(c) create any continuing obligation beyond the agreed transition services; or

(d) prejudice any rights or remedies accrued before or after termination.

13.10.8 Nothing contained in this Clause shall:

(a) require the Company to provide transition assistance free of charge unless expressly agreed in writing;

(b) affect the Customer's ownership of Customer Data;

(c) limit the Company's rights to receive payment for agreed transition services; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

13.10.9 This Clause shall be interpreted consistently with Clause 13.8 (Return of Property & Customer Data), Clause 13.9 (Outstanding Payment Obligations), Article 9 (Data

Protection & Privacy), Article 11 (Limitation of Liability), and all other relevant provisions of this Agreement.

13.11 Survival

13.11.1 The expiration or termination of this Agreement shall not affect the validity, enforceability, or continuing operation of any provision that is expressly stated, or by its nature intended, to survive such expiration or termination.

13.11.2 Without limiting Clause 13.11.1, the following provisions shall survive the expiration or termination of this Agreement to the extent applicable:

(a) accrued payment obligations and outstanding financial liabilities;

(b) Software licence restrictions that, by their nature, continue after termination;

(c) Intellectual Property Rights and ownership provisions;

(d) Confidentiality obligations;

(e) Data Protection and Privacy obligations;

(f) return, deletion, destruction, retention, and protection of Customer Data and Confidential Information;

(g) indemnification obligations;

(h) limitation of liability, exclusions of liability, liability caps, and allocation of risk;

(i) audit, record retention, regulatory compliance, and cooperation obligations;

(j) dispute resolution procedures, governing law, jurisdiction, and enforcement provisions;

(k) rights relating to equitable, injunctive, or declaratory relief; and

(l) any other provision that is expressly stated, or by its nature intended, to survive.

13.11.3 Expiration or termination of this Agreement shall not:

(a) release either Party from liability for any act, omission, breach, or event occurring before the effective date of expiration or termination;

(b) affect any accrued rights, remedies, causes of action, or liabilities existing before such expiration or termination;

(c) affect the enforceability of any settlement, judgment, arbitral award, or other lawful determination relating to this Agreement; or

(d) prejudice either Party's right to pursue or defend any claim arising from events occurring during the Term.

13.11.4 Where any surviving obligation is subject to a specific survival period under another provision of this Agreement or under the Applicable Laws, that specific survival period shall prevail over the general provisions of this Clause.

13.11.5 The survival of any provision under this Clause shall not:

(a) revive any obligation that lawfully expired before the expiration or termination of this Agreement;

(b) extend any warranty period, licence period, subscription term, maintenance period, support obligation, or Service beyond the period expressly agreed by the Parties, except where required by Applicable Laws or expressly stated in this Agreement;

(c) create any new rights or obligations after termination that are not otherwise provided under this Agreement or the Applicable Laws; or

(d) prejudice any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

13.11.6 The Parties acknowledge that the surviving provisions identified in this Clause are essential to protecting their respective legal rights, Confidential Information, Intellectual Property Rights, Customer Data, commercial interests, and the proper administration of this Agreement after the contractual relationship has ended.

13.11.7 This Clause shall be interpreted consistently with all other provisions of this Agreement, and in the event of any inconsistency between this Clause and a provision expressly stating its own survival period or survival scope, the more specific provision shall prevail to the extent of that inconsistency.

ARTICLE 14 – FORCE MAJEURE

14.1 Definition of Force Majeure

14.2 Effect of Force Majeure

14.3 Notification Requirements

14.4 Duty to Mitigate & Resume Performance

14.5 Extended Force Majeure

14.6 Exclusions from Force Majeure

14.7 Continuing Obligations During Force Majeure

14.8 Survival

14.1 Definition of Force Majeure

14.1.1 For the purposes of this Agreement, a **"Force Majeure Event"** means any event, circumstance, or combination of events occurring after the Effective Date that:

(a) is beyond the reasonable control of the affected Party;

(b) could not reasonably have been foreseen or prevented through the exercise of commercially reasonable diligence;

(c) materially prevents, delays, or hinders the performance of one or more obligations under this Agreement; and

(d) is not substantially attributable to the negligence, wilful misconduct, or breach of this Agreement by the affected Party.

14.1.2 Subject to Clause 14.1.1, Force Majeure Events may include, without limitation:

(a) natural disasters, including earthquakes, floods, cyclones, hurricanes, tornadoes, tsunamis, volcanic eruptions, landslides, lightning, severe storms, droughts, epidemics, pandemics, or other natural calamities;

(b) war, armed conflict, invasion, military action, civil war, terrorism, sabotage, riots, civil commotion, insurrection, rebellion, revolution, or acts of public enemies;

(c) strikes, lockouts, labour disputes, industrial actions, or labour shortages affecting persons other than the affected Party's own workforce, unless such action results from the affected Party's own conduct;

(d) acts or omissions of governmental authorities, including embargoes, sanctions, export restrictions, import restrictions, changes in Applicable Laws, compulsory acquisition, or the refusal, suspension, or revocation of licences, permits, or governmental approvals not caused by the affected Party;

(e) widespread failures of public utilities, telecommunications networks, internet backbone infrastructure, cloud infrastructure, domain name systems, or other critical public infrastructure beyond the reasonable control of the affected Party;

(f) widespread cyberattacks, distributed denial-of-service (DDoS) attacks, ransomware attacks, malicious cyber incidents, or other significant cybersecurity events affecting critical infrastructure or service providers, provided that the affected Party maintained commercially reasonable security measures;

(g) fire, explosion, chemical contamination, or other catastrophic physical events not caused by the affected Party;

(h) failures or interruptions affecting major third-party infrastructure providers upon whom performance materially depends, provided such failures are beyond the affected Party's reasonable control; and

(i) any other event that satisfies the criteria specified in Clause 14.1.1.

14.1.3 A Force Majeure Event shall not include:

(a) a Party's financial inability to perform its obligations or lack of funds;

(b) failure to make payments that became due before the occurrence of the Force Majeure Event, except where payment is rendered legally or physically impossible by the Force Majeure Event;

(c) ordinary market fluctuations, changes in demand, increases in operating costs, inflation, exchange rate movements, or general economic conditions;

(d) equipment failures, software defects, system outages, staffing shortages, supplier failures, subcontractor failures, or internal operational issues that could reasonably have been prevented through proper planning, maintenance, redundancy, or commercially reasonable business continuity measures;

(e) failure by a subcontractor, supplier, cloud provider, or other third party where a commercially reasonable alternative was reasonably available; or

(f) any event resulting primarily from the affected Party's negligence, wilful misconduct, breach of this Agreement, or failure to implement commercially reasonable contingency measures.

14.1.4 The existence of a Force Majeure Event shall not automatically excuse performance. Relief under this Article shall be available only to the extent that the affected Party demonstrates that the Force Majeure Event directly caused the inability or material delay in performing the affected contractual obligation.

14.1.5 The affected Party shall bear the burden of demonstrating that the event satisfies the requirements of this Clause and shall provide reasonable supporting information where requested by the other Party.

14.1.6 Nothing contained in this Clause shall:

(a) excuse obligations that are reasonably capable of continued performance notwithstanding the Force Majeure Event;

(b) affect obligations expressly stated elsewhere in this Agreement to continue during a Force Majeure Event;

(c) limit any obligations imposed by Applicable Laws that cannot lawfully be suspended; or

(d) prejudice either Party's rights under the remaining provisions of this Article.

14.1.7 This Clause shall be interpreted consistently with the Suspension, Termination, Limitation of Liability, Business Continuity, Data Protection, and Applicable Laws provisions contained elsewhere in this Agreement.

14.2 Effect of Force Majeure

14.2.1 Subject to this Article, where a Party is prevented, materially delayed, or materially hindered from performing any of its obligations under this Agreement due to a Force Majeure Event, such Party ("Affected Party") shall not be deemed to be in breach of this Agreement or otherwise liable for such non-performance, delay, or partial performance to the extent directly caused by the Force Majeure Event.

14.2.2 Relief under this Clause shall apply only:

(a) for the duration of the Force Majeure Event;

(b) to the specific contractual obligations directly affected by the Force Majeure Event; and

(c) to the extent that the Affected Party has complied with the notification and mitigation obligations contained in this Article.

14.2.3 During the continuance of a Force Majeure Event:

(a) the affected obligations shall be suspended only for so long as performance is prevented, materially delayed, or materially hindered;

(b) all contractual obligations not affected by the Force Majeure Event shall continue to be performed;

(c) the Parties shall cooperate in good faith to minimise disruption and, where reasonably practicable, implement temporary workarounds, alternative methods of performance, or other commercially reasonable solutions; and

(d) neither Party shall be entitled to terminate this Agreement solely because of the existence of a Force Majeure Event except in accordance with Clause 14.5 (Extended Force Majeure).

14.2.4 A Force Majeure Event shall not:

(a) excuse payment of undisputed amounts that became due before the occurrence of the Force Majeure Event;

(b) relieve either Party from obligations relating to Confidential Information, Intellectual Property Rights, Data Protection, information security, or any other obligation that is reasonably capable of continued performance;

(c) transfer ownership of any property, Software, Intellectual Property Rights, Customer Data, or Confidential Information; or

(d) affect any accrued rights, remedies, or liabilities existing before the occurrence of the Force Majeure Event.

14.2.5 Where only part of a Party's obligations is affected by a Force Majeure Event, the Affected Party shall continue to perform all unaffected obligations to the extent reasonably practicable.

14.2.6 Neither Party shall be liable to the other for any delay, interruption, or failure in performance that is directly attributable to a valid Force Majeure Event, provided that such Party has acted in good faith and exercised commercially reasonable efforts to minimise the impact of the Force Majeure Event.

14.2.7 The period for performing any obligation directly affected by a Force Majeure Event shall, where appropriate, be extended for a period equal to the duration of the Force Majeure Event together with such additional reasonable period as may be necessary to resume normal performance.

14.2.8 Nothing contained in this Clause shall:

(a) prevent either Party from exercising any rights expressly available under this Agreement once the Force Majeure Event has ceased;

(b) excuse any breach or default that occurred before the commencement of the Force Majeure Event;

(c) affect any liability that cannot lawfully be excluded or limited under the Applicable Laws; or

(d) prejudice either Party's rights under Clause 14.5 (Extended Force Majeure), the Termination provisions, or any other applicable provision of this Agreement.

14.2.9 This Clause shall be interpreted consistently with Clauses 14.3 (Notification Requirements), 14.4 (Duty to Mitigate & Resume Performance), 14.5 (Extended Force Majeure), Article 11 (Limitation of Liability), Article 13 (Term & Termination), and all other relevant provisions of this Agreement.

14.3 Notification Requirements

14.3.1 A Party seeking relief under this Article ("Affected Party") shall notify the other Party in writing of the occurrence of a Force Majeure Event as soon as reasonably practicable and, in any event, within seven (7) Business Days after becoming aware, or reasonably ought to have become aware, of the Force Majeure Event, unless circumstances beyond its reasonable control make such notice impracticable.

14.3.2 The notice referred to in Clause 14.3.1 shall, to the extent reasonably practicable, include:

(a) a description of the Force Majeure Event;

(b) the date on which the Force Majeure Event commenced, if known;

(c) the contractual obligations affected;

(d) the anticipated impact on performance;

(e) the estimated duration of the Force Majeure Event, if reasonably capable of estimation;

(f) the mitigation measures being undertaken or proposed by the Affected Party; and

(g) any other information reasonably necessary to enable the other Party to assess the impact of the Force Majeure Event.

14.3.3 The Affected Party shall provide reasonable periodic updates regarding:

(a) the continuing status of the Force Majeure Event;

(b) material changes affecting performance;

(c) additional mitigation measures being implemented; and

(d) the anticipated resumption of normal performance,

at reasonable intervals appropriate to the nature and duration of the Force Majeure Event, or upon the reasonable written request of the other Party.

14.3.4 The Affected Party shall notify the other Party promptly after the Force Majeure Event has ceased or no longer materially affects performance and shall identify, where reasonably practicable:

(a) the date on which the Force Majeure Event ended;

(b) the contractual obligations capable of being resumed; and

(c) the expected timetable for the resumption of normal performance.

14.3.5 Upon reasonable request, the Affected Party shall provide such supporting information or documentation as is reasonably available to demonstrate:

(a) the existence of the Force Majeure Event;

(b) the effect of the Force Majeure Event on performance;

(c) the mitigation measures undertaken; and

(d) the continuing necessity for Force Majeure relief.

14.3.6 Failure to provide notice within the period specified in Clause 14.3.1 shall not automatically invalidate the Affected Party's entitlement to Force Majeure relief where:

(a) the delay in giving notice was itself caused by the Force Majeure Event or was otherwise reasonable in the circumstances; and

(b) the other Party has not suffered material prejudice as a direct result of the delayed notice.

However, the Affected Party shall remain responsible for any additional loss directly caused by an unreasonable and avoidable failure to provide timely notice.

14.3.7 Each Party shall treat information received under this Clause as Confidential Information to the extent applicable under this Agreement.

14.3.8 Nothing contained in this Clause shall:

(a) require disclosure of legally privileged information or information prohibited from disclosure under Applicable Laws;

(b) require disclosure of trade secrets or information that would materially compromise cybersecurity or information security, except to the extent reasonably necessary to substantiate the Force Majeure Event;

(c) affect any continuing obligation to mitigate the effects of the Force Majeure Event; or

(d) prejudice any rights or remedies available under this Agreement or the Applicable Laws.

14.3.9 This Clause shall be interpreted consistently with Clauses 14.1 (Definition of Force Majeure), 14.2 (Effect of Force Majeure), 14.4 (Duty to Mitigate & Resume Performance), Article 8 (Confidentiality), and all other relevant provisions of this Agreement.

14.4 Duty to Mitigate & Resume Performance

14.4.1 A Party affected by a Force Majeure Event ("Affected Party") shall use commercially reasonable efforts to:

(a) minimise the effects of the Force Majeure Event on the performance of its obligations under this Agreement;

(b) avoid or reduce any delay, interruption, or disruption caused by the Force Majeure Event;

(c) continue performing those obligations that remain reasonably capable of performance; and

(d) resume full performance of its obligations as soon as reasonably practicable after the Force Majeure Event ceases or its effects are sufficiently reduced.

14.4.2 Without limiting Clause 14.4.1, the Affected Party shall, where commercially reasonable and technically practicable:

(a) implement appropriate business continuity and disaster recovery procedures;

(b) utilise available backup systems, redundant infrastructure, or alternative facilities;

(c) deploy reasonable alternative personnel, subcontractors, suppliers, or service providers where appropriate;

(d) implement temporary workarounds or alternative methods of performance;

(e) cooperate with governmental authorities and relevant third parties where reasonably necessary to reduce the effects of the Force Majeure Event; and

(f) take other commercially reasonable measures consistent with prudent industry practice.

14.4.3 The non-affected Party shall cooperate in good faith with the Affected Party, where reasonably practicable, to facilitate the continuation or restoration of performance, including by:

(a) reasonably considering proposed alternative methods of performance;

(b) providing information or assistance reasonably required to support mitigation efforts; and

(c) avoiding unreasonable conduct that would unnecessarily increase the impact of the Force Majeure Event.

14.4.4 The Affected Party shall continuously assess whether the circumstances giving rise to the Force Majeure Event continue to materially affect performance and shall promptly resume full or partial performance as soon as the relevant obligations become reasonably capable of being performed.

14.4.5 The Affected Party shall not be required under this Clause to:

(a) incur unreasonable or disproportionate expense;

(b) undertake measures that would materially compromise safety, information security, legal compliance, or regulatory obligations;

(c) continue performance where doing so would violate Applicable Laws or create a material risk of harm; or

(d) accept commercially unreasonable terms from third parties solely to avoid reliance upon this Article.

14.4.6 Any temporary alternative method of performance adopted during a Force Majeure Event shall not constitute:

(a) a permanent amendment of this Agreement;

(b) a waiver of any contractual right;

(c) an admission of liability; or

(d) a precedent requiring the same method of performance in future circumstances.

14.4.7 Upon cessation of the Force Majeure Event, the Parties shall cooperate in good faith to restore normal contractual performance as promptly as reasonably practicable, including the orderly resumption of Software, Services, implementation activities, support services, and other affected obligations.

14.4.8 Nothing contained in this Clause shall:

(a) require either Party to perform obligations that remain genuinely impossible due to the continuing Force Majeure Event;

(b) excuse any breach or default that occurred before the commencement of the Force Majeure Event;

(c) affect any rights relating to Extended Force Majeure, Suspension, Termination, or Limitation of Liability under this Agreement; or

(d) prejudice any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

14.4.9 This Clause shall be interpreted consistently with Clauses 14.1 (Definition of Force Majeure), 14.2 (Effect of Force Majeure), 14.3 (Notification Requirements), 14.5 (Extended Force Majeure), Article 11 (Limitation of Liability), and Article 13 (Term & Termination).

14.5 Extended Force Majeure

14.5.1 If a Force Majeure Event continues for a continuous period of ninety (90) days, or for such other period as may be specified in the applicable Order Form, and materially prevents the performance of a substantial part of this Agreement, either Party may request that the Parties enter into good faith consultations to consider appropriate measures, including:

(a) temporary modifications to performance schedules;

(b) partial performance of unaffected obligations;

(c) alternative methods of performance;

(d) revised implementation timelines;

(e) temporary suspension of affected obligations; or

(f) any other commercially reasonable solution.

14.5.2 If, after the consultations referred to in Clause 14.5.1, the Force Majeure Event continues and the Parties are unable to reach a mutually acceptable solution within thirty (30) days (or such other period as they may agree in writing), either Party may terminate:

(a) the entire Agreement; or

(b) only the affected Order Form, Statement of Work, Subscription, Software licence, Service, or other contractual component, where severance is commercially and technically practicable.

14.5.3 Any termination under this Clause shall:

(a) be effected by written notice;

(b) specify the Force Majeure Event relied upon;

(c) identify the Agreement or contractual components being terminated; and

(d) take effect on the date specified in the termination notice, which shall not be earlier than ten (10) Business Days after the notice is given unless the Parties agree otherwise.

14.5.4 Termination under this Clause shall be without fault and neither Party shall be deemed to have breached this Agreement solely because of the occurrence or continuation of the Force Majeure Event.

14.5.5 Upon termination under this Clause:

(a) the provisions relating to the Effects of Termination, Return of Property & Customer Data, Outstanding Payment Obligations, Transition Assistance, Survival, and other applicable post-termination provisions shall apply;

(b) the Customer shall remain liable only for Software, Services, deliverables, milestones, and other obligations properly performed or accrued before the effective date of termination;

(c) neither Party shall be liable to the other for damages arising solely from the lawful termination under this Clause, except in respect of accrued rights, obligations, or liabilities existing before termination; and

(d) any prepaid fees relating exclusively to Software or Services that cannot be provided after the effective date of termination shall be treated in accordance with the applicable Order Form or other express provisions of this Agreement.

14.5.6 During the period of Extended Force Majeure, each Party shall continue to:

(a) comply with obligations reasonably capable of continued performance;

(b) protect Confidential Information, Customer Data, Personal Data, and Intellectual Property Rights;

(c) cooperate in good faith to minimise disruption and explore reasonable alternatives; and

(d) comply with Applicable Laws.

14.5.7 Nothing contained in this Clause shall:

(a) require either Party to continue an Agreement that has become commercially or legally incapable of meaningful performance due to a prolonged Force Majeure Event;

(b) prejudice either Party's rights arising from any breach occurring before the commencement of the Force Majeure Event;

(c) affect any liability that cannot lawfully be excluded or limited under the Applicable Laws; or

(d) prevent the Parties from mutually agreeing in writing to continue, modify, suspend, or restructure the Agreement notwithstanding the Extended Force Majeure Event.

14.5.8 This Clause shall be interpreted consistently with Clauses 14.1 (Definition of Force Majeure), 14.2 (Effect of Force Majeure), 14.4 (Duty to Mitigate & Resume Performance), Article 13 (Term & Termination), Article 11 (Limitation of Liability), and all other relevant provisions of this Agreement.

14.6 Exclusions from Force Majeure

14.6.1 Notwithstanding any other provision of this Agreement, a Party shall not be entitled to rely upon a Force Majeure Event where the alleged inability, delay, or failure to perform results primarily from circumstances that are within the reasonable control of that Party or that could reasonably have been avoided through commercially reasonable planning, diligence, or risk management.

14.6.2 Without limiting the generality of Clause 14.6.1, the following circumstances shall not constitute a Force Majeure Event:

(a) lack of funds, insolvency, financial distress, cash flow difficulties, inability to obtain financing, or any other financial inability to perform contractual obligations;

(b) failure to pay any undisputed amount that became due before the occurrence of the alleged Force Majeure Event;

(c) ordinary business risks, including market fluctuations, inflation, increases in operating costs, changes in customer demand, competitive pressures, supply shortages, exchange rate movements, or general economic conditions;

(d) equipment failures, software defects, hardware failures, infrastructure failures, or system outages that could reasonably have been prevented through proper maintenance, redundancy, monitoring, testing, or commercially reasonable business continuity measures;

(e) shortages of personnel, employee resignations, illness of individual employees, internal staffing issues, or management failures, except where directly resulting from a qualifying Force Majeure Event;

(f) failure of subcontractors, suppliers, cloud providers, hosting providers, internet service providers, telecommunications providers, or other third parties where a commercially reasonable alternative was reasonably available;

(g) delays arising from poor project planning, inadequate resource allocation, scheduling failures, procurement delays, or other internal operational deficiencies;

(h) failure to obtain licences, permits, approvals, authorisations, or regulatory consents where such failure was caused by the Party's own act, omission, negligence, or non-compliance with Applicable Laws;

(i) any event arising from the negligence, wilful misconduct, fraud, breach of this Agreement, or failure to implement commercially reasonable contingency, security, disaster recovery, or business continuity measures by the affected Party; or

(j) any other circumstance that does not satisfy the requirements set out in Clause 14.1 (Definition of Force Majeure).

14.6.3 The mere existence of inconvenience, increased cost, reduced profitability, commercial hardship, or economic disadvantage shall not, by itself, constitute a Force Majeure Event.

14.6.4 Where the alleged Force Majeure Event results partly from circumstances within the reasonable control of the affected Party and partly from qualifying Force Majeure circumstances, relief under this Article shall be available only to the extent that the qualifying Force Majeure Event directly caused the affected Party's inability or material delay in performance.

14.6.5 The burden of proving that a claimed event qualifies as a Force Majeure Event, and that none of the exclusions contained in this Clause applies, shall rest with the Party seeking Force Majeure relief.

14.6.6 Nothing contained in this Clause shall:

(a) prevent a Party from relying upon a genuine Force Majeure Event that satisfies the requirements of Clause 14.1;

(b) affect either Party's obligation to provide notice, mitigate the effects of a Force Majeure Event, or resume performance in accordance with this Article;

(c) prejudice either Party's rights relating to suspension, termination, or limitation of liability under this Agreement; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

14.6.7 This Clause shall be interpreted consistently with Clauses 14.1 (Definition of Force Majeure), 14.2 (Effect of Force Majeure), 14.3 (Notification Requirements), 14.4 (Duty to Mitigate & Resume Performance), Article 11 (Limitation of Liability), and Article 13 (Term & Termination).

14.7 Continuing Obligations During Force Majeure

14.7.1 During the continuance of a Force Majeure Event, each Party shall continue to perform all contractual obligations that are not directly prevented, materially delayed, or materially hindered by the Force Majeure Event.

14.7.2 Without limiting Clause 14.7.1, and to the extent reasonably capable of continued performance, each Party shall continue to comply with its obligations relating to:

(a) protection of Confidential Information;

(b) protection of Customer Data and Personal Data;

(c) information security and cybersecurity measures;

(d) preservation of Intellectual Property Rights;

(e) cooperation, communication, and reasonable exchange of information required under this Agreement;

(f) compliance with Applicable Laws;

(g) mitigation of the effects of the Force Majeure Event;

(h) preservation of records, documents, evidence, audit trails, and regulatory information where required by Applicable Laws or this Agreement;

(i) payment of undisputed amounts that became due before the commencement of the Force Majeure Event, except where payment has become legally or physically impossible solely because of the Force Majeure Event; and

(j) any other obligation expressly stated in this Agreement to continue during a Force Majeure Event.

14.7.3 Each Party shall continue to exercise commercially reasonable care to protect:

(a) Software and related systems;

(b) Customer Data;

(c) Confidential Information;

(d) Intellectual Property Rights;

(e) equipment, infrastructure, and other property belonging to the other Party that remains in its possession, custody, or control; and

(f) any other assets entrusted to it under this Agreement.

14.7.4 During the Force Majeure Event, the Parties shall cooperate in good faith to:

(a) minimise disruption to business operations;

(b) implement temporary workarounds or alternative methods of performance where reasonably practicable;

(c) exchange information reasonably necessary to facilitate the continuation or restoration of performance;

(d) support the orderly resumption of affected Software and Services; and

(e) comply with their respective notification obligations under this Article.

14.7.5 Nothing contained in this Clause shall require either Party to:

(a) perform obligations that remain genuinely impossible due to the Force Majeure Event;

(b) compromise information security, Confidential Information, legal privilege, or regulatory compliance;

(c) incur unreasonable or disproportionate expense solely to continue performance; or

(d) perform any obligation that has been lawfully suspended under this Article.

14.7.6 The continuation of any obligation during a Force Majeure Event shall not:

(a) constitute a waiver of any Force Majeure rights available under this Agreement;

(b) prejudice either Party's rights to rely upon this Article in respect of obligations genuinely affected by the Force Majeure Event;

(c) affect any right to terminate under Clause 14.5 (Extended Force Majeure); or

(d) create any additional contractual obligations beyond those expressly provided under this Agreement.

14.7.7 Nothing contained in this Clause shall:

(a) affect any liability that cannot lawfully be excluded or limited under the Applicable Laws;

(b) prejudice any accrued rights, remedies, or obligations existing before the commencement of the Force Majeure Event;

(c) limit the operation of the Limitation of Liability, Confidentiality, Intellectual Property Rights, Data Protection, Indemnification, or Termination provisions of this Agreement; or

(d) affect any provision that is expressly stated, or by its nature intended, to survive.

14.7.8 This Clause shall be interpreted consistently with Clauses 14.2 (Effect of Force Majeure), 14.3 (Notification Requirements), 14.4 (Duty to Mitigate & Resume Performance), Article 8 (Confidentiality), Article 9 (Data Protection & Privacy), Article 11 (Limitation of Liability), Article 13 (Term & Termination), and all other relevant provisions of this Agreement.

14.8 Survival

14.8.1 The expiration or termination of this Agreement shall not affect the validity, enforceability, or continuing operation of any rights, obligations, or remedies arising under this Article to the extent that such rights, obligations, or remedies:

(a) accrued before the effective date of expiration or termination;

(b) relate to a Force Majeure Event that commenced before the effective date of expiration or termination;

(c) are expressly stated, or by their nature intended, to survive; or

(d) remain necessary for the proper administration, resolution, or enforcement of matters arising from a Force Majeure Event.

14.8.2 Without limiting Clause 14.8.1, the following shall survive, to the extent applicable:

(a) obligations relating to notification of a Force Majeure Event and its cessation;

(b) obligations to cooperate in good faith in resolving the consequences of a Force Majeure Event;

(c) obligations relating to mitigation, business continuity, disaster recovery, and the orderly resumption of performance where still applicable;

(d) accrued payment obligations and financial liabilities unaffected by the Force Majeure Event;

(e) obligations relating to Confidential Information, Intellectual Property Rights, Customer Data, Personal Data, and information security;

(f) rights arising from any lawful suspension or termination under this Article;

(g) rights and obligations relating to the settlement of claims arising from a Force Majeure Event; and

(h) any other provision of this Agreement that is expressly stated, or by its nature intended, to survive.

14.8.3 The cessation of a Force Majeure Event shall not:

(a) release either Party from liability for any breach or default that occurred before the commencement of the Force Majeure Event;

(b) affect any accrued rights, remedies, or liabilities existing before or during the Force Majeure Event;

(c) prejudice either Party's rights arising from a lawful suspension or termination under this Agreement; or

(d) affect any continuing obligations expressly preserved elsewhere in this Agreement.

14.8.4 Where a specific provision of this Agreement prescribes its own survival period or survival scope, that provision shall prevail over this Clause to the extent of any inconsistency.

14.8.5 Nothing contained in this Clause shall:

(a) revive any contractual obligation that lawfully expired before the expiration or termination of this Agreement;

(b) extend any period of Force Majeure relief beyond the period permitted under this Article;

(c) create any new rights or obligations that are not otherwise provided under this Agreement or the Applicable Laws;

(d) affect any liability that cannot lawfully be excluded or limited under the Applicable Laws; or

(e) prejudice any statutory rights or remedies that survive independently of this Agreement.

14.8.6 This Clause shall be interpreted consistently with Clause 13.11 (Survival), Clauses 14.1 to 14.7 of this Article, Article 11 (Limitation of Liability), Article 13 (Term & Termination), and all other relevant provisions of this Agreement.

ARTICLE 15 – GOVERNING LAW & DISPUTE RESOLUTION

15.1 Governing Law

15.2 Good Faith Negotiation

15.3 Escalation of Disputes

15.4 Mediation (Optional)

15.5 Arbitration

15.6 Interim & Equitable Relief

15.7 Continued Performance During Disputes

15.8 Costs of Dispute Resolution

15.9 Limitation Period for Claims

15.10 Enforcement of Awards & Judgments

15.11 Survival

15.1 Governing Law

15.1.1 This Agreement, including its formation, validity, interpretation, construction, performance, enforcement, breach, termination, and all non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the Republic of India, without giving effect to any conflict of laws or choice of law principles that would require the application of the laws of another jurisdiction.

15.1.2 The Parties expressly agree that the rights and obligations arising under this Agreement shall be determined exclusively in accordance with the laws of the Republic of India, except to the extent that any mandatory provisions of Applicable Laws cannot lawfully be excluded, modified, or waived.

15.1.3 Nothing contained in this Agreement shall be interpreted as excluding or limiting the application of any mandatory statutory rights, regulatory obligations, or public policy requirements that are applicable under the laws of the Republic of India.

15.1.4 Where this Agreement is performed, implemented, or used in more than one jurisdiction, the governing law specified in this Clause shall continue to apply to the contractual relationship between the Parties, subject only to the mandatory laws of any jurisdiction that are required to apply by operation of law.

15.1.5 Any reference in this Agreement to statutes, regulations, rules, or legislative instruments shall include:

(a) any amendments, modifications, consolidations, or re-enactments thereof;

(b) any subordinate legislation, rules, notifications, or regulations issued pursuant thereto; and

(c) any successor legislation replacing the same.

15.1.6 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), if otherwise applicable, is expressly excluded to the fullest extent permitted by Applicable Laws.

15.1.7 Nothing contained in this Clause shall:

(a) affect the Parties' agreement to resolve disputes in accordance with this Article;

(b) prevent either Party from seeking interim, conservatory, injunctive, or equitable relief from a court of competent jurisdiction where expressly permitted under this Agreement or the Applicable Laws;

(c) affect any mandatory rights or remedies that cannot lawfully be excluded or restricted; or

(d) prejudice the enforcement of any arbitral award or court order in accordance with the Applicable Laws.

15.1.8 This Clause shall be interpreted consistently with the Arbitration, Interim Relief, Enforcement, and all other relevant provisions of this Agreement.

15.2 Good Faith Negotiation

15.2.1 In the event of any dispute, controversy, claim, or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, termination, or enforceability ("Dispute"), the Parties shall first attempt to resolve the Dispute through good faith negotiations before commencing arbitration or other formal dispute resolution proceedings, except where immediate interim or equitable relief is permitted under this Agreement or the Applicable Laws.

15.2.2 A Party seeking to initiate negotiations shall provide the other Party with a written notice describing:

(a) the nature of the Dispute;

(b) the relevant factual background;

(c) the contractual provisions or legal issues involved, where reasonably identifiable;

(d) the relief or outcome sought; and

(e) any supporting documents reasonably necessary to understand the Dispute.

15.2.3 Within ten (10) Business Days after receipt of the notice referred to in Clause 15.2.2, the Parties shall appoint appropriately authorised representatives to engage in good faith negotiations with the objective of resolving the Dispute as expeditiously and efficiently as reasonably practicable.

15.2.4 Unless otherwise agreed in writing, the Parties shall continue such negotiations for a period of up to thirty (30) days from the date of the initial negotiation meeting, or for such longer period as the Parties may mutually agree.

15.2.5 During the negotiation period, each Party shall:

(a) participate in the negotiations in good faith;

(b) exchange information reasonably necessary to facilitate resolution of the Dispute, subject to confidentiality, legal privilege, and Applicable Laws;

(c) use commercially reasonable efforts to identify mutually acceptable solutions; and

(d) refrain from taking any action intended solely to frustrate or delay the negotiation process.

15.2.6 Any settlement reached during the negotiation process shall:

(a) be recorded in writing;

(b) be signed by authorised representatives of both Parties; and

(c) become binding upon the Parties in accordance with its terms.

15.2.7 If:

(a) the Dispute is not resolved within the negotiation period specified in Clause 15.2.4;

(b) either Party refuses to participate in the negotiation process within a reasonable time after receiving notice; or

(c) the Parties mutually agree that further negotiations are unlikely to resolve the Dispute,

either Party may proceed in accordance with the dispute resolution procedures set out in this Article.

15.2.8 Nothing contained in this Clause shall:

(a) prevent either Party from seeking urgent interim, conservatory, injunctive, or equitable relief where immediate action is reasonably necessary to protect Intellectual Property Rights, Confidential Information, Personal Data, information security, or other rights requiring urgent protection;

(b) prevent either Party from taking action necessary to comply with Applicable Laws, regulatory requirements, or court orders;

(c) prejudice any limitation period prescribed by Applicable Laws or this Agreement; or

(d) constitute an admission of liability by either Party.

15.2.9 All negotiations, communications, documents, proposals, and settlement discussions conducted under this Clause shall be treated as confidential and shall be without prejudice to the legal rights of either Party, unless disclosure is required by Applicable Laws or the Parties agree otherwise in writing.

15.2.10 This Clause shall be interpreted consistently with Clauses 15.3 (Escalation of Disputes), 15.5 (Arbitration), 15.6 (Interim & Equitable Relief), Article 8 (Confidentiality), and all other relevant provisions of this Agreement.

15.3 Escalation of Disputes

15.3.1 If a Dispute has not been resolved through the good faith negotiations contemplated under Clause 15.2, either Party may refer the Dispute for escalation by giving written notice to the other Party.

15.3.2 Within ten (10) Business Days after receipt of the escalation notice, each Party shall nominate one or more senior executives or authorised representatives having sufficient authority to negotiate and settle the Dispute on behalf of that Party.

15.3.3 The authorised representatives shall:

(a) meet in person or by electronic means, including video conference or other mutually agreed communication platform;

(b) review the factual, legal, technical, and commercial issues relating to the Dispute;

(c) exchange such additional information as is reasonably necessary, subject to confidentiality, legal privilege, and Applicable Laws;

(d) explore commercially reasonable settlement options; and

(e) use good faith efforts to resolve the Dispute as expeditiously as reasonably practicable.

15.3.4 Unless otherwise agreed in writing, the escalation process shall continue for a period of thirty (30) days from the date of the first escalation meeting.

15.3.5 During the escalation process, each Party shall ensure that its authorised representatives:

(a) participate actively and in good faith;

(b) have sufficient authority to negotiate and recommend settlement terms;

(c) promptly obtain any necessary internal approvals where reasonably practicable; and

(d) avoid unnecessary delay or obstruction of the escalation process.

15.3.6 Any settlement reached during the escalation process shall:

(a) be documented in writing;

(b) be executed by authorised representatives of both Parties; and

(c) constitute a final and binding settlement of the matters expressly addressed therein.

15.3.7 If:

(a) the Dispute remains unresolved after the expiration of the escalation period specified in Clause 15.3.4;

(b) either Party refuses to participate in the escalation process within a reasonable time after receiving notice; or

(c) the Parties jointly conclude that further escalation is unlikely to result in resolution,

either Party may refer the Dispute to mediation (where applicable) or arbitration in accordance with this Article.

15.3.8 During the escalation process, the Parties shall continue to perform all contractual obligations that are not the subject of the Dispute, to the extent reasonably practicable and consistent with Clause 15.7 (Continued Performance During Disputes).

15.3.9 All communications, documents, settlement proposals, and discussions exchanged during the escalation process shall:

(a) remain confidential;

(b) be treated as without prejudice to the legal rights of either Party; and

(c) not constitute an admission of liability or waiver of any contractual or legal right, except to the extent expressly recorded in a written settlement agreement.

15.3.10 Nothing contained in this Clause shall:

(a) prevent either Party from seeking urgent interim, conservatory, injunctive, or equitable relief where immediate action is reasonably necessary;

(b) affect any limitation period prescribed by Applicable Laws or this Agreement;

(c) require the Parties to continue negotiations where further discussions would clearly be futile; or

(d) prejudice any rights or remedies available under this Agreement or the Applicable Laws.

15.3.11 This Clause shall be interpreted consistently with Clauses 15.2 (Good Faith Negotiation), 15.4 (Mediation), 15.5 (Arbitration), 15.6 (Interim & Equitable Relief), 15.7 (Continued Performance During Disputes), and all other relevant provisions of this Agreement.

15.4 Mediation (Optional)

15.4.1 Following the completion of the procedures set out in Clauses 15.2 (Good Faith Negotiation) and 15.3 (Escalation of Disputes), the Parties may, by mutual written agreement, refer any Dispute to mediation before commencing arbitration.

15.4.2 Participation in mediation under this Clause shall be entirely voluntary. No Party shall be obliged to participate in mediation, and the refusal of either Party to mediate shall not constitute:

(a) a breach of this Agreement;

(b) evidence of bad faith;

(c) a waiver of any contractual or legal right; or

(d) a bar to commencing arbitration in accordance with this Article.

15.4.3 If the Parties agree to mediate, they shall jointly:

(a) appoint an independent and impartial mediator;

(b) determine the place, manner, and timetable of the mediation;

(c) agree upon the procedural rules governing the mediation; and

(d) cooperate in good faith to facilitate the mediation process.

15.4.4 Unless otherwise agreed in writing:

(a) the mediation shall commence within thirty (30) days after the Parties agree to mediate;

(b) the mediation shall be concluded within sixty (60) days after the appointment of the mediator; and

(c) either Party may terminate the mediation by written notice if it reasonably believes that further mediation is unlikely to resolve the Dispute.

15.4.5 During the mediation process, each Party shall:

(a) participate in good faith through representatives having authority to negotiate a settlement;

(b) provide such information as is reasonably necessary for the mediation, subject to confidentiality, legal privilege, and Applicable Laws; and

(c) use commercially reasonable efforts to explore mutually acceptable solutions.

15.4.6 Any settlement reached through mediation shall:

(a) be reduced to writing;

(b) be signed by authorised representatives of both Parties; and

(c) constitute a final and binding settlement of the matters expressly addressed therein.

15.4.7 Unless otherwise agreed in writing:

(a) each Party shall bear its own legal, advisory, travel, and internal costs relating to the mediation; and

(b) the mediator's fees and the common administrative costs of the mediation shall be shared equally between the Parties.

15.4.8 All mediation proceedings, communications, documents, settlement proposals, admissions, and negotiations shall:

(a) remain confidential;

(b) be conducted on a without prejudice basis;

(c) not constitute an admission of liability; and

(d) not be admissible as evidence in any subsequent arbitration or court proceedings, except to the extent necessary to enforce a written settlement agreement or where disclosure is required by Applicable Laws.

15.4.9 Nothing contained in this Clause shall:

(a) prevent either Party from seeking urgent interim, conservatory, injunctive, or equitable relief from a court or arbitral tribunal where immediate action is reasonably necessary;

(b) affect any limitation period prescribed by Applicable Laws or this Agreement;

(c) require the Parties to continue mediation where further participation would clearly be futile; or

(d) prejudice either Party's right to commence arbitration in accordance with this Article.

15.4.10 This Clause shall be interpreted consistently with Clauses 15.2 (Good Faith Negotiation), 15.3 (Escalation of Disputes), 15.5 (Arbitration), 15.6 (Interim & Equitable Relief), and all other relevant provisions of this Agreement.

15.5 Arbitration

15.5.1 Subject to the provisions of this Article, any Dispute that has not been resolved through the procedures set out in Clauses 15.2 (Good Faith Negotiation), 15.3 (Escalation of Disputes), or, where applicable, Clause 15.4 (Mediation), shall be finally resolved by arbitration.

15.5.2 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (India), as amended from time to time, together with any applicable statutory modifications or re-enactments in force on the date of commencement of the arbitration.

15.5.3 The legal seat (juridical seat) of arbitration shall be Hyderabad, Telangana, India.

15.5.4 The hearings may be conducted:

(a) at Hyderabad, Telangana, India;

(b) at any other location mutually agreed by the Parties; or

(c) by video conference, virtual hearing, hybrid hearing, or any other electronic means, where permitted by the arbitral tribunal and appropriate in the circumstances.

15.5.5 Unless otherwise agreed in writing:

(a) where the aggregate value of the Dispute does not exceed INR 5,00,00,000 (Indian Rupees Five Crore), the arbitration shall be conducted by a sole arbitrator jointly appointed by the Parties;

(b) where the Parties fail to agree upon the appointment of the sole arbitrator within thirty (30) days after a request for arbitration, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996;

(c) where the aggregate value of the Dispute exceeds INR 5,00,00,000, the arbitral tribunal shall consist of three arbitrators, with each Party appointing one arbitrator and the two appointed arbitrators jointly appointing the presiding arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

15.5.6 The language of the arbitration shall be English.

15.5.7 The arbitral tribunal shall have the authority to:

(a) determine its own jurisdiction in accordance with Applicable Laws;

(b) grant interim, conservatory, declaratory, specific performance, injunctive, monetary, or other relief permitted by Applicable Laws;

(c) award interest where permitted by Applicable Laws;

(d) allocate arbitration costs in accordance with this Agreement and the Applicable Laws; and

(e) make such procedural directions as are reasonably necessary for the efficient conduct of the arbitration.

15.5.8 The Parties shall maintain the confidentiality of:

(a) the arbitration proceedings;

(b) pleadings, submissions, evidence, witness statements, expert reports, and hearing transcripts;

(c) any interim or final arbitral award; and

(d) all information disclosed during the arbitration,

except to the extent disclosure is:

(i) required by Applicable Laws;

(ii) required for enforcement or challenge of an arbitral award;

(iii) required by a court, regulatory authority, or governmental authority having lawful jurisdiction; or

(iv) reasonably necessary to obtain legal, financial, insurance, or professional advice, subject to equivalent confidentiality obligations.

15.5.9 The arbitral award shall:

(a) be final and binding upon the Parties;

(b) be enforceable in any court of competent jurisdiction;

(c) include reasons unless the Parties lawfully agree otherwise; and

(d) constitute the final determination of the Dispute, subject only to those rights of challenge expressly permitted under the Arbitration and Conciliation Act, 1996.

15.5.10 Pending the final resolution of the Dispute, the Parties shall continue to perform all contractual obligations that are not the subject of the Dispute, to the extent reasonably practicable and consistent with Clause 15.7 (Continued Performance During Disputes).

15.5.11 Nothing contained in this Clause shall:

(a) prevent either Party from seeking interim, conservatory, injunctive, or equitable relief from a court of competent jurisdiction or an emergency arbitrator where permitted by Applicable Laws;

(b) affect any mandatory rights available under the Arbitration and Conciliation Act, 1996;

(c) prejudice the enforcement of any arbitral award in India or any other jurisdiction in accordance with Applicable Laws; or

(d) affect any liability or remedy that cannot lawfully be excluded or restricted.

15.5.12 This Clause shall be interpreted consistently with Clauses 15.1 (Governing Law), 15.6 (Interim & Equitable Relief), 15.7 (Continued Performance During Disputes), 15.8 (Costs of Dispute Resolution), and all other relevant provisions of this Agreement.

15.6 Interim & Equitable Relief

15.6.1 Nothing contained in this Agreement shall prevent either Party from applying to:

(a) any court of competent jurisdiction; or

(b) where available under the Applicable Laws or agreed arbitration rules, an arbitral tribunal or emergency arbitrator,

for interim, conservatory, protective, or equitable relief where such relief is reasonably necessary to preserve rights, property, evidence, or the status quo pending the final resolution of a Dispute.

15.6.2 Without limiting Clause 15.6.1, either Party may seek interim or equitable relief where reasonably necessary to:

(a) protect or enforce Intellectual Property Rights;

(b) prevent the actual or threatened unauthorised disclosure or misuse of Confidential Information;

(c) protect Customer Data, Personal Data, or information security;

(d) preserve evidence relevant to a Dispute;

(e) prevent the destruction, concealment, transfer, or dissipation of assets or property that may materially affect the effectiveness of any final award or judgment;

(f) compel compliance with obligations that cannot adequately be remedied by monetary damages alone; or

(g) address any other circumstance where immediate judicial or arbitral intervention is reasonably necessary to prevent irreparable or serious harm.

15.6.3 An application for interim or equitable relief under this Clause shall not:

(a) constitute a waiver of the Parties' agreement to resolve Disputes by arbitration;

(b) affect the jurisdiction of the arbitral tribunal over the substantive Dispute;

(c) constitute an election of remedies; or

(d) prejudice either Party's right to pursue arbitration or any other remedy available under this Agreement or the Applicable Laws.

15.6.4 Following the constitution of the arbitral tribunal, the tribunal may modify, confirm, discharge, or replace any interim measure granted by a court or emergency arbitrator to the extent permitted by the Applicable Laws.

15.6.5 Each Party shall comply promptly with any interim order, conservatory measure, injunction, or other lawful direction issued by:

(a) a court of competent jurisdiction;

(b) an emergency arbitrator, where recognised under the Applicable Laws or applicable arbitration rules; or

(c) the arbitral tribunal.

15.6.6 Nothing contained in this Clause shall:

(a) limit the availability of any statutory interim remedy provided under the Applicable Laws;

(b) affect the powers of a court or arbitral tribunal to grant any relief permitted by law;

(c) prevent either Party from seeking urgent relief before the commencement of arbitration where circumstances reasonably require immediate action; or

(d) prejudice any rights or remedies that cannot lawfully be excluded or restricted.

15.6.7 Any application made under this Clause shall, to the extent reasonably practicable, be limited to the urgent matters requiring immediate protection and shall not unnecessarily interfere with the arbitration process.

15.6.8 This Clause shall be interpreted consistently with Clauses 15.5 (Arbitration), 15.7 (Continued Performance During Disputes), Article 7 (Intellectual Property Rights), Article 8 (Confidentiality), Article 9 (Data Protection & Privacy), and all other relevant provisions of this Agreement.

15.7 Continued Performance During Disputes

15.7.1 Unless otherwise expressly provided in this Agreement, required by Applicable Laws, or directed by a court of competent jurisdiction or arbitral tribunal, the Parties shall continue to perform all contractual obligations that are not the subject of the Dispute during the pendency of any negotiation, mediation, arbitration, or other dispute resolution proceedings.

15.7.2 Without limiting Clause 15.7.1:

(a) the Company shall continue to provide the Software, Services, maintenance, support, hosting, and other contractual services that are not directly affected by the Dispute, subject to the Customer's continued compliance with this Agreement, including the payment of undisputed amounts;

(b) the Customer shall continue to comply with its obligations relating to payment of undisputed invoices, lawful use of the Software, protection of Confidential Information, compliance with licence restrictions, and all other obligations that are not directly affected by the Dispute.

15.7.3 Neither Party shall:

(a) suspend performance of undisputed obligations solely because a Dispute exists;

(b) withhold payment of undisputed amounts solely because other amounts are disputed;

(c) interfere with the other Party's lawful performance of undisputed obligations; or

(d) take any action intended primarily to increase commercial pressure in relation to the Dispute, except where expressly permitted under this Agreement or the Applicable Laws.

15.7.4 This Clause shall not require continued performance where:

(a) performance has been lawfully suspended under this Agreement;

(b) this Agreement has been lawfully terminated;

(c) continued performance would violate Applicable Laws or a lawful order of a court, governmental authority, or arbitral tribunal;

(d) continued performance would expose a Party to a material cybersecurity, data protection, safety, or regulatory risk that cannot reasonably be mitigated; or

(e) performance has become impossible due to a valid Force Majeure Event.

15.7.5 Where only part of the Agreement is affected by the Dispute, the Parties shall use commercially reasonable efforts to isolate the disputed matters and continue performing the remaining obligations without unnecessary interruption.

15.7.6 Compliance with this Clause shall not:

(a) constitute an admission of liability;

(b) prejudice either Party's legal or contractual rights;

(c) waive any right to recover damages or obtain other lawful remedies; or

(d) affect the Parties' respective positions in any negotiation, mediation, arbitration, or judicial proceeding.

15.7.7 Each Party shall cooperate in good faith to minimise operational disruption during the Dispute, including by:

(a) maintaining appropriate communication between authorised representatives;

(b) exchanging information reasonably necessary to facilitate continued performance;

(c) protecting Customer Data, Confidential Information, and Intellectual Property Rights; and

(d) taking commercially reasonable steps to avoid unnecessary interruption of business operations.

15.7.8 Nothing contained in this Clause shall:

(a) prevent either Party from exercising any lawful right of suspension, termination, interim relief, or other remedy expressly available under this Agreement or the Applicable Laws;

(b) affect any liability that cannot lawfully be excluded or limited;

(c) require either Party to perform obligations that have become legally or practically impossible; or

(d) prejudice any accrued rights or remedies existing before the commencement of the Dispute.

15.7.9 This Clause shall be interpreted consistently with Clauses 15.2 (Good Faith Negotiation), 15.3 (Escalation of Disputes), 15.5 (Arbitration), 15.6 (Interim & Equitable Relief), Article 13 (Term & Termination), Article 14 (Force Majeure), and all other relevant provisions of this Agreement.

15.8 Costs of Dispute Resolution

15.8.1 Unless otherwise agreed in writing by the Parties or determined by the arbitral tribunal or a court of competent jurisdiction, each Party shall bear its own internal administrative costs, management time, legal fees, expert fees, consultant fees, travel expenses, and other costs incurred in connection with the negotiation, escalation, mediation, arbitration, or other resolution of a Dispute.

15.8.2 The fees and administrative expenses of:

(a) the arbitral tribunal;

(b) the appointing authority, if any;

(c) the arbitration institution, where applicable;

(d) the mediator, where mediation is undertaken; and

(e) other common procedural costs,

shall initially be shared equally by the Parties unless otherwise directed by the arbitral tribunal, mediator, or court of competent jurisdiction, as applicable.

15.8.3 The arbitral tribunal shall have the authority, to the extent permitted by the Applicable Laws, to allocate all or part of the costs of the arbitration after considering all relevant circumstances, including:

(a) the outcome of the Dispute;

(b) the relative success of each Party on the issues in dispute;

(c) the reasonableness of the Parties' conduct before and during the dispute resolution process;

(d) compliance with the negotiation, escalation, mediation, and arbitration procedures contained in this Agreement;

(e) whether any Party pursued or defended claims, counterclaims, or procedural applications that were frivolous, vexatious, abusive, or pursued in bad faith;

(f) the complexity of the Dispute; and

(g) any other matter that the arbitral tribunal considers relevant under the Applicable Laws.

15.8.4 The costs recoverable under this Clause may include, where permitted by Applicable Laws:

(a) reasonable legal fees;

(b) reasonable expert witness fees;

(c) arbitration and tribunal fees;

(d) mediation fees;

(e) reasonable costs of obtaining evidence;

(f) reasonable transcription, translation, interpretation, and document production costs;

(g) enforcement costs relating to arbitral awards or judgments; and

(h) any other reasonable costs directly related to the conduct or resolution of the Dispute.

15.8.5 Any cost award made by the arbitral tribunal shall:

(a) form part of the final arbitral award;

(b) be enforceable in the same manner as the remainder of the award; and

(c) not affect any separate entitlement to interest where permitted by Applicable Laws or awarded by the arbitral tribunal.

15.8.6 Nothing contained in this Clause shall:

(a) require the arbitral tribunal or court to award costs in favour of any particular Party;

(b) limit any statutory discretion regarding costs;

(c) affect any agreement reached by the Parties regarding the allocation of costs; or

(d) prejudice any mandatory statutory rights relating to legal costs that cannot lawfully be excluded or modified.

15.8.7 Each Party shall continue to comply with its undisputed payment obligations under this Agreement during the resolution of a Dispute, notwithstanding any issue relating to the allocation of dispute resolution costs.

15.8.8 This Clause shall be interpreted consistently with Clauses 15.2 (Good Faith Negotiation), 15.4 (Mediation), 15.5 (Arbitration), 15.7 (Continued Performance During Disputes), Article 11 (Limitation of Liability), and all other relevant provisions of this Agreement.

15.9 Limitation Period for Claims

15.9.1 Subject to the Applicable Laws, each Party shall bring any claim, action, arbitration, or other legal proceeding arising out of or in connection with this Agreement within the limitation period prescribed by the Applicable Laws.

15.9.2 Nothing contained in this Agreement shall be interpreted as:

(a) shortening, extending, excluding, or otherwise modifying any statutory limitation period where such modification is prohibited by the Applicable Laws;

(b) extinguishing any right, remedy, or cause of action before the expiry of the applicable statutory limitation period; or

(c) limiting any statutory rights or remedies that cannot lawfully be excluded or restricted.

15.9.3 For the avoidance of doubt, the commencement of:

(a) good faith negotiations;

(b) escalation procedures;

(c) mediation; or

(d) any other voluntary dispute resolution process,

shall not, by itself, suspend, extend, or otherwise affect any applicable statutory limitation period unless:

(i) the Applicable Laws expressly provide otherwise;

(ii) a court or arbitral tribunal so orders; or

(iii) the Parties expressly agree in writing where such agreement is permitted by the Applicable Laws.

15.9.4 Each Party shall use commercially reasonable efforts to raise claims promptly after becoming aware, or reasonably ought to have become aware, of the facts giving rise to the claim, so as to facilitate the preservation of evidence and the efficient resolution of disputes.

15.9.5 Nothing contained in this Clause shall prevent either Party from:

(a) seeking urgent interim, conservatory, injunctive, or equitable relief;

(b) commencing arbitration or legal proceedings within the applicable statutory limitation period;

(c) relying upon any statutory extension, suspension, acknowledgment, or other legal principle affecting limitation periods where recognised under the Applicable Laws; or

(d) pursuing any rights or remedies that survive the expiration or termination of this Agreement.

15.9.6 This Clause shall be interpreted consistently with the Applicable Laws, Clause 15.2 (Good Faith Negotiation), Clause 15.3 (Escalation of Disputes), Clause 15.4 (Mediation), Clause 15.5 (Arbitration), and all other relevant provisions of this Agreement.

15.10 Enforcement of Awards & Judgments

15.10.1 Any arbitral award rendered pursuant to Clause 15.5 (Arbitration) shall be final and binding upon the Parties, subject only to those rights of challenge or appeal expressly available under the Applicable Laws.

15.10.2 Each Party agrees to comply promptly and in good faith with any final arbitral award or final judgment issued by a court of competent jurisdiction in connection with this Agreement.

15.10.3 If a Party fails to comply voluntarily with a final arbitral award or final judgment, the other Party may seek recognition, enforcement, execution, or other appropriate relief before any court of competent jurisdiction, in accordance with the Applicable Laws.

15.10.4 Nothing contained in this Agreement shall prevent either Party from seeking recognition or enforcement of:

(a) an arbitral award under the Arbitration and Conciliation Act, 1996 (India), as amended from time to time;

(b) any applicable international treaty or convention governing the recognition and enforcement of arbitral awards, where applicable;

(c) a final judgment of a court of competent jurisdiction; or

(d) any lawful interim, conservatory, or equitable order capable of enforcement under the Applicable Laws.

15.10.5 The Parties acknowledge that:

(a) an arbitral award rendered in accordance with this Agreement is intended to constitute a final resolution of the Dispute;

(b) the Parties shall not unreasonably delay compliance with any enforceable arbitral award or court judgment; and

(c) any challenge to an arbitral award shall be limited to the grounds expressly permitted under the Applicable Laws.

15.10.6 Unless otherwise directed by the enforcing court or arbitral tribunal, the Party against whom enforcement is sought shall remain liable for:

(a) any unpaid amount awarded;

(b) any interest awarded;

(c) reasonable enforcement costs awarded by the court or arbitral tribunal; and

(d) any other amount lawfully recoverable under the Applicable Laws.

15.10.7 Nothing contained in this Clause shall:

(a) expand or restrict the jurisdiction of any court beyond that provided under the Applicable Laws;

(b) prejudice either Party's right to seek interim, conservatory, or equitable relief before or during enforcement proceedings;

(c) affect any statutory rights of challenge, review, appeal, or enforcement available under the Applicable Laws; or

(d) limit any liability or obligation that cannot lawfully be excluded or restricted.

15.10.8 The rights and obligations contained in this Clause shall survive the expiration or termination of this Agreement for so long as may be necessary to recognise, enforce, satisfy, or otherwise give effect to any arbitral award, court judgment, settlement agreement, or other enforceable determination arising out of or in connection with this Agreement.

15.10.9 This Clause shall be interpreted consistently with Clauses 15.1 (Governing Law), 15.5 (Arbitration), 15.6 (Interim & Equitable Relief), Article 13 (Term & Termination), Article 11 (Limitation of Liability), and all other relevant provisions of this Agreement.

15.11 Survival

15.11.1 The expiration or termination of this Agreement shall not affect the validity, enforceability, or continuing operation of this Article to the extent necessary to resolve any Dispute arising out of or in connection with this Agreement.

15.11.2 Without limiting Clause 15.11.1, the following provisions shall survive the expiration or termination of this Agreement to the extent applicable:

(a) the Governing Law provisions;

(b) the Good Faith Negotiation procedure;

(c) the Escalation of Disputes procedure;

(d) any agreed Mediation process that has commenced before expiration or termination;

(e) the Arbitration provisions;

(f) rights to seek Interim, Conservatory, Injunctive, or Equitable Relief;

(g) obligations relating to Continued Performance during any pending Dispute, to the extent reasonably capable of performance;

(h) provisions relating to the allocation and recovery of dispute resolution costs;

(i) the recognition, enforcement, execution, and satisfaction of arbitral awards, court judgments, and settlement agreements; and

(j) any other provision of this Agreement that is expressly stated, or by its nature intended, to survive.

15.11.3 The expiration or termination of this Agreement shall not:

(a) affect any arbitration, mediation, negotiation, court proceeding, or enforcement action commenced before the effective date of expiration or termination;

(b) prevent either Party from commencing dispute resolution proceedings in respect of rights or obligations arising before expiration or termination, subject to the Applicable Laws;

(c) affect any accrued rights, remedies, obligations, or liabilities existing before expiration or termination; or

(d) prejudice the enforceability of any settlement agreement, arbitral award, court judgment, or interim order arising out of this Agreement.

15.11.4 Where any provision of this Agreement specifies its own survival period or survival scope, that specific provision shall prevail over this Clause to the extent of any inconsistency.

15.11.5 Nothing contained in this Clause shall:

(a) revive any claim or obligation that has lawfully expired under the Applicable Laws;

(b) extend any statutory limitation period or create any limitation period inconsistent with the Applicable Laws;

(c) create any new substantive rights or obligations after the expiration or termination of this Agreement; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

15.11.6 The Parties acknowledge that the dispute resolution framework contained in this Article constitutes an independent and continuing agreement that shall remain effective for the purpose of resolving any Dispute arising out of or in connection with this Agreement, notwithstanding its expiration or termination.

15.11.7 This Clause shall be interpreted consistently with Clause 13.11 (Survival), Article 11 (Limitation of Liability), Article 12 (Indemnification), and all other relevant provisions of this Agreement.

ARTICLE 16 – COMPLIANCE, EXPORT CONTROL & ANTI-CORRUPTION

16.1 General Compliance with Applicable Laws

16.2 Export Control & Trade Sanctions

16.3 Anti-Bribery & Anti-Corruption

16.4 Anti-Money Laundering & Financial Crime Compliance

16.5 Ethical Business Conduct

16.6 Compliance Cooperation & Audit

16.7 Reporting Compliance Violations

16.8 Survival

16.1 General Compliance with Applicable Laws

16.1.1 Each Party shall, at its own cost and expense, comply with all Applicable Laws, regulations, governmental orders, judicial directions, licences, permits, approvals, industry standards (where legally binding or expressly agreed), and regulatory requirements applicable to its performance under this Agreement.

16.1.2 Without limiting Clause 16.1.1, each Party shall:

(a) obtain, maintain, and renew all licences, registrations, permits, approvals, certifications, and authorisations required for the lawful performance of its obligations under this Agreement;

(b) comply with all Applicable Laws relating to software licensing, intellectual property, data protection, privacy, information security, taxation, employment, consumer protection, electronic communications, export controls, trade compliance, anti-corruption, anti-money laundering, and any other laws applicable to its activities under this Agreement;

(c) ensure that its employees, officers, directors, contractors, subcontractors, agents, and authorised representatives engaged in connection with this Agreement comply with Applicable Laws relevant to their respective responsibilities; and

(d) promptly implement any changes reasonably necessary to maintain ongoing legal and regulatory compliance during the Term of this Agreement.

16.1.3 Each Party shall promptly notify the other Party in writing if it becomes aware of:

(a) any actual or reasonably suspected material breach of Applicable Laws affecting the performance of this Agreement;

(b) any governmental investigation, enforcement action, regulatory proceeding, or judicial order that may materially affect the performance of this Agreement; or

(c) any circumstance that is reasonably likely to prevent that Party from continuing to comply with its obligations under this Agreement.

16.1.4 Where a change in Applicable Laws materially affects the performance of this Agreement, the Parties shall cooperate in good faith to determine whether:

(a) reasonable modifications to the affected Software, Services, implementation, procedures, documentation, or commercial arrangements are necessary;

(b) alternative lawful methods of performance are reasonably available; or

(c) amendments to this Agreement are required to maintain legal compliance.

16.1.5 Nothing contained in this Agreement shall require either Party to:

(a) perform any act that would violate Applicable Laws;

(b) comply with any instruction or request that is unlawful;

(c) continue performance where doing so would expose that Party to material civil, criminal, or regulatory liability; or

(d) waive any mandatory statutory right or legal obligation that cannot lawfully be excluded or modified.

16.1.6 Each Party shall maintain commercially reasonable records demonstrating compliance with its obligations under this Clause for the period required by Applicable Laws or this Agreement and shall make such records available only where disclosure is:

(a) required by Applicable Laws;

(b) required by a court, governmental authority, or regulatory authority having lawful jurisdiction;

(c) expressly permitted under this Agreement; or

(d) reasonably necessary for the exercise or defence of legal rights, subject to applicable confidentiality obligations.

16.1.7 A material breach of this Clause shall constitute a material breach of this Agreement and may give rise to the rights of suspension, termination, indemnification, or other remedies available under this Agreement or the Applicable Laws.

16.1.8 Nothing contained in this Clause shall:

(a) transfer any statutory or regulatory responsibility from one Party to the other;

(b) require either Party to monitor or enforce the other Party's internal legal compliance except where expressly provided under this Agreement;

(c) create liability for matters outside a Party's reasonable control; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

16.1.9 This Clause shall be interpreted consistently with Article 7 (Intellectual Property Rights), Article 8 (Confidentiality), Article 9 (Data Protection & Privacy), Article 14 (Force Majeure), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

16.2 Export Control & Trade Sanctions

16.2.1 Each Party shall comply with all Applicable Laws relating to export controls, import controls, re-export controls, trade sanctions, customs regulations, embargoes, and restrictions applicable to the Software, Services, Documentation, technical data, technology, encryption, and any other items supplied or made available under this Agreement.

16.2.2 Without limiting Clause 16.2.1, the Customer shall not, directly or indirectly:

(a) export, re-export, transfer, transmit, disclose, make available, or otherwise provide the Software, Documentation, technical data, source code (where applicable), or Services in violation of Applicable Laws;

(b) permit access to the Software or Services by any person, entity, or jurisdiction where such access is prohibited or restricted under Applicable Laws;

(c) use the Software or Services for any purpose prohibited by Applicable Laws relating to export controls, trade sanctions, defence, national security, or prohibited end uses; or

(d) knowingly facilitate any transaction intended to circumvent Applicable Laws relating to export controls or trade sanctions.

16.2.3 Each Party represents and warrants that, to the best of its knowledge at the time of entering into this Agreement:

(a) it is not subject to any Applicable Law that prohibits its participation in this Agreement;

(b) it is not knowingly acting on behalf of any person or entity whose participation would be prohibited under Applicable Laws; and

(c) its performance of this Agreement will not knowingly violate any Applicable Laws relating to export controls or trade sanctions.

16.2.4 If a licence, authorisation, approval, or governmental consent is required under Applicable Laws for the export, import, transfer, access, or use of the Software or Services, the Party responsible under Applicable Laws for obtaining such licence, authorisation, approval, or consent shall do so before undertaking the relevant activity.

16.2.5 Each Party shall promptly notify the other Party if it becomes aware of:

(a) any actual or reasonably suspected violation of Applicable Laws relating to export controls or trade sanctions in connection with this Agreement;

(b) any governmental investigation or enforcement action relating to such matters; or

(c) any circumstance reasonably likely to prevent continued lawful performance of this Agreement.

16.2.6 Where either Party reasonably believes that continued performance of this Agreement would violate Applicable Laws relating to export controls or trade sanctions, that Party may:

(a) suspend the affected Software, Services, deliveries, or obligations to the extent reasonably necessary to achieve compliance;

(b) refuse any export, re-export, transfer, access, or transaction that would violate Applicable Laws;

(c) require reasonable information or documentation necessary to verify compliance; and

(d) where compliance cannot reasonably be achieved, exercise its rights of termination in accordance with this Agreement.

16.2.7 Neither Party shall be required under this Agreement to:

(a) obtain any governmental licence, approval, or authorisation for which the other Party is legally responsible;

(b) undertake any export, import, transfer, or transaction prohibited by Applicable Laws;

(c) disclose information where disclosure is prohibited by Applicable Laws; or

(d) continue performance where doing so would expose that Party to material civil, criminal, regulatory, or sanctions-related liability.

16.2.8 Nothing contained in this Clause shall:

(a) require either Party to monitor the other Party's independent compliance activities beyond the obligations expressly stated in this Agreement;

(b) transfer legal responsibility for export compliance from one Party to the other;

(c) limit any rights relating to suspension, termination, indemnification, or other remedies available under this Agreement or the Applicable Laws; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

16.2.9 This Clause shall be interpreted consistently with Clause 16.1 (General Compliance with Applicable Laws), Article 7 (Intellectual Property Rights), Article 9 (Data Protection & Privacy), Article 13 (Term & Termination), and all other relevant provisions of this Agreement.

16.3 Anti-Bribery & Anti-Corruption

16.3.1 Each Party shall conduct its business ethically and shall comply with all Applicable Laws relating to anti-bribery, anti-corruption, improper payments, public sector integrity, commercial bribery, and the prevention of corrupt business practices.

16.3.2 Neither Party, nor any of its officers, directors, employees, agents, contractors, subcontractors, consultants, affiliates acting on its behalf, or authorised representatives shall, directly or indirectly:

(a) offer, promise, authorise, give, request, solicit, accept, or receive any bribe, kickback, improper payment, unlawful commission, secret commission, or other improper advantage;

(b) provide or accept anything of value for the purpose of improperly influencing any decision, obtaining an improper business advantage, securing favourable treatment, or inducing any person to act in breach of a legal or fiduciary duty;

(c) make or authorise any facilitation or "grease" payment where prohibited under the Applicable Laws; or

(d) engage in any conduct that would violate Applicable Laws relating to bribery or corruption.

16.3.3 Each Party shall implement and maintain commercially reasonable internal policies, procedures, and controls appropriate to its size and business activities to promote compliance with this Clause, including reasonable oversight of persons acting on its behalf in connection with this Agreement.

16.3.4 Reasonable and bona fide gifts, hospitality, promotional activities, or business courtesies shall not, by themselves, constitute a breach of this Clause, provided that they:

(a) are lawful under the Applicable Laws;

(b) are reasonable in value, frequency, and purpose;

(c) are not intended to improperly influence any decision or obtain an improper advantage;

(d) are consistent with ordinary and legitimate business practices; and

(e) are accurately recorded where required by Applicable Laws or the Party's internal compliance policies.

16.3.5 Each Party shall promptly notify the other Party in writing if it becomes aware of:

(a) any actual or reasonably suspected material violation of this Clause in connection with this Agreement;

(b) any governmental investigation, enforcement action, prosecution, or regulatory proceeding relating to alleged bribery or corruption that may materially affect the performance of this Agreement; or

(c) any circumstance reasonably likely to result in a material breach of this Clause.

16.3.6 Each Party shall reasonably cooperate with the other Party, to the extent permitted by Applicable Laws, in investigating and addressing any reported violation of this Clause that materially affects this Agreement.

16.3.7 A material breach of this Clause shall constitute a material breach of this Agreement and may entitle the non-breaching Party to exercise its rights of suspension, termination, indemnification, or any other remedy available under this Agreement or the Applicable Laws.

16.3.8 Nothing contained in this Clause shall:

(a) require either Party to disclose legally privileged information or information whose disclosure is prohibited by Applicable Laws;

(b) require either Party to undertake investigative activities beyond those reasonably necessary for its own compliance obligations;

(c) transfer legal responsibility for compliance from one Party to the other; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

16.3.9 This Clause shall be interpreted consistently with Clause 16.1 (General Compliance with Applicable Laws), Clause 16.4 (Anti-Money Laundering & Financial Crime Compliance), Article 8 (Confidentiality), Article 13 (Term & Termination), and all other relevant provisions of this Agreement.

16.4 Anti-Money Laundering & Financial Crime Compliance

16.4.1 Each Party shall comply with all Applicable Laws relating to anti-money laundering, counter-terrorist financing, financial crime prevention, fraud prevention, sanctions compliance, proceeds of crime, tax evasion facilitation, and related regulatory requirements applicable to its activities under this Agreement.

16.4.2 Each Party represents and warrants that, to the best of its knowledge at the Effective Date and throughout the Term:

(a) it is lawfully organised and authorised to conduct its business;

(b) the funds used in connection with this Agreement are not knowingly derived from unlawful activities;

(c) it is not knowingly participating in any transaction intended to conceal, disguise, or facilitate the proceeds of unlawful activity;

(d) it shall not knowingly use the Software or Services to facilitate any unlawful financial activity or financial crime; and

(e) its performance under this Agreement shall comply with Applicable Laws relating to financial crime prevention.

16.4.3 Each Party shall implement and maintain commercially reasonable internal policies, procedures, and controls appropriate to its size and business activities to support compliance with Applicable Laws relating to anti-money laundering and financial crime prevention.

16.4.4 Where required by Applicable Laws or where reasonably necessary for compliance, a Party may request information or documentation reasonably necessary to:

(a) verify the identity or authority of the other Party or its authorised representatives;

(b) confirm compliance with Applicable Laws relating to financial crime prevention;

(c) satisfy lawful regulatory or due diligence requirements; or

(d) assess whether continued performance under this Agreement remains legally permissible.

16.4.5 Each Party shall promptly notify the other Party, to the extent permitted by Applicable Laws, if it becomes aware of:

(a) any actual or reasonably suspected material violation of Applicable Laws relating to anti-money laundering or financial crime in connection with this Agreement;

(b) any governmental investigation, enforcement action, regulatory proceeding, or court order that may materially affect performance under this Agreement; or

(c) any circumstance reasonably likely to result in a material breach of this Clause.

16.4.6 Where a Party reasonably believes that continued performance of this Agreement would violate Applicable Laws relating to anti-money laundering or financial crime prevention, that Party may:

(a) suspend the affected obligations to the extent reasonably necessary to achieve compliance;

(b) refuse any payment, transaction, or instruction that would violate Applicable Laws;

(c) report the matter to the appropriate governmental or regulatory authority where required by Applicable Laws; and

(d) exercise its rights of termination in accordance with this Agreement where the relevant non-compliance cannot reasonably be remedied.

16.4.7 Each Party shall retain such records relating to transactions under this Agreement as are required by Applicable Laws and shall protect such records in accordance with the confidentiality and data protection obligations contained in this Agreement.

16.4.8 Nothing contained in this Clause shall:

(a) require either Party to disclose legally privileged information or information whose disclosure is prohibited by Applicable Laws;

(b) require either Party to undertake investigative or monitoring activities beyond those required by Applicable Laws or expressly provided in this Agreement;

(c) transfer legal responsibility for anti-money laundering or financial crime compliance from one Party to the other; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

16.4.9 A material breach of this Clause shall constitute a material breach of this Agreement and may entitle the non-breaching Party to exercise its rights of suspension, termination, indemnification, or any other remedy available under this Agreement or the Applicable Laws.

16.4.10 This Clause shall be interpreted consistently with Clause 16.1 (General Compliance with Applicable Laws), Clause 16.2 (Export Control & Trade Sanctions), Clause 16.3 (Anti-Bribery & Anti-Corruption), Article 13 (Term & Termination), and all other relevant provisions of this Agreement.

16.5 Ethical Business Conduct

16.5.1 Each Party shall conduct its business under this Agreement with honesty, integrity, fairness, professionalism, and in accordance with generally accepted standards of ethical business conduct and the Applicable Laws.

16.5.2 Without limiting Clause 16.5.1, each Party shall:

(a) conduct its activities in good faith and deal fairly with the other Party;

(b) avoid fraudulent, deceptive, misleading, or dishonest business practices;

(c) exercise reasonable care to identify and appropriately manage actual or potential conflicts of interest that could materially affect the performance of this Agreement;

(d) conduct business in a manner that promotes transparency, accountability, and lawful commercial practices;

(e) respect applicable labour, employment, workplace safety, human rights, and non-discrimination laws relevant to its operations under this Agreement; and

(f) ensure that persons acting on its behalf in connection with this Agreement are appropriately instructed to comply with the ethical standards applicable to their responsibilities.

16.5.3 Neither Party shall knowingly engage in any conduct in connection with this Agreement that:

(a) constitutes fraud, misrepresentation, forgery, falsification of records, or deliberate concealment of material facts;

(b) improperly interferes with the lawful business operations, reputation, or contractual relationships of the other Party;

(c) involves coercion, intimidation, unlawful discrimination, retaliation, or harassment;

(d) intentionally circumvents the contractual rights or legitimate interests of the other Party through dishonest or deceptive means; or

(e) otherwise constitutes unethical or unlawful commercial conduct under the Applicable Laws.

16.5.4 Each Party shall maintain commercially reasonable internal policies, procedures, and controls appropriate to its size and business activities to support ethical business conduct and the prevention of fraud and misconduct.

16.5.5 A Party becoming aware of any actual or reasonably suspected material violation of this Clause that may materially affect the performance of this Agreement shall promptly notify the other Party, to the extent permitted by Applicable Laws, and shall cooperate in good faith to address the matter.

16.5.6 A material breach of this Clause shall constitute a material breach of this Agreement and may entitle the non-breaching Party to exercise its rights of suspension, termination, indemnification, or any other remedy available under this Agreement or the Applicable Laws.

16.5.7 Nothing contained in this Clause shall:

(a) require either Party to disclose legally privileged information or information whose disclosure is prohibited by Applicable Laws;

(b) require either Party to adopt any particular internal code of ethics or compliance programme, provided that it complies with the obligations expressly stated in this Agreement;

(c) transfer legal responsibility for the internal conduct of one Party to the other; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

16.5.8 This Clause shall be interpreted consistently with Clause 16.1 (General Compliance with Applicable Laws), Clause 16.3 (Anti-Bribery & Anti-Corruption), Clause 16.4 (Anti-Money Laundering & Financial Crime Compliance), Article 8 (Confidentiality), Article 13 (Term & Termination), and all other relevant provisions of this Agreement.

16.6 Compliance Cooperation & Audit

16.6.1 Each Party shall reasonably cooperate with the other Party, to the extent necessary and permitted by Applicable Laws, in verifying compliance with the obligations expressly contained in this Article and any other compliance obligations expressly provided under this Agreement.

16.6.2 Where a Party ("Requesting Party") has reasonable grounds to believe that the other Party ("Responding Party") has committed a material breach of its compliance obligations under this Agreement, the Requesting Party may submit a written request seeking reasonable information or documentation sufficient to verify compliance.

16.6.3 A request made under Clause 16.6.2 shall:

(a) specify the compliance obligation concerned;

(b) describe the factual basis for the request;

(c) identify the information reasonably required; and

(d) be proportionate to the nature and seriousness of the suspected non-compliance.

16.6.4 Subject to Applicable Laws and the confidentiality obligations contained in this Agreement, the Responding Party shall, within a reasonable time:

(a) provide reasonable cooperation;

(b) make available such relevant records, policies, certifications, or other documentation as are reasonably necessary to verify compliance;

(c) provide reasonable explanations regarding the matters under review; and

(d) take reasonable steps to facilitate the verification process without causing unnecessary disruption to its business operations.

16.6.5 Any compliance review or audit conducted under this Clause shall:

(a) be limited to matters directly relevant to the suspected compliance issue;

(b) be conducted during normal business hours unless otherwise agreed;

(c) be performed in a manner that minimises disruption to the Responding Party's business operations;

(d) be subject to reasonable information security, confidentiality, health, safety, and access requirements; and

(e) not occur more frequently than reasonably necessary unless required by Applicable Laws or a governmental or regulatory authority.

16.6.6 Nothing in this Clause shall require either Party to disclose:

(a) legally privileged information;

(b) trade secrets beyond what is reasonably necessary to verify compliance;

(c) information relating to other customers or third parties where disclosure would breach confidentiality obligations or Applicable Laws;

(d) information whose disclosure is prohibited by Applicable Laws, court orders, or regulatory restrictions; or

(e) source code, proprietary algorithms, security credentials, encryption keys, vulnerability information, or other highly sensitive technical information, except where disclosure is expressly required by Applicable Laws or a final order of a court of competent jurisdiction.

16.6.7 Where a compliance review identifies a material non-compliance, the Responding Party shall, within a commercially reasonable period:

(a) implement appropriate corrective actions;

(b) cooperate in addressing the identified issue;

(c) provide reasonable updates regarding remediation efforts where requested; and

(d) notify the Requesting Party upon completion of the material corrective actions.

16.6.8 Each Party shall bear its own costs associated with compliance reviews and audits under this Clause unless:

(a) the Parties agree otherwise in writing;

(b) Applicable Laws provide otherwise; or

(c) a material non-compliance is established, in which case the reasonable external costs directly attributable to the compliance review may be allocated by agreement, court order, arbitral award, or as otherwise permitted under the Applicable Laws.

16.6.9 Nothing contained in this Clause shall:

(a) create a general audit right beyond the matters expressly provided in this Agreement;

(b) transfer responsibility for regulatory compliance from one Party to the other;

(c) limit either Party's rights arising from governmental investigations, regulatory inspections, or court proceedings; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

16.6.10 This Clause shall be interpreted consistently with Clause 16.1 (General Compliance with Applicable Laws), Article 8 (Confidentiality), Article 9 (Data Protection & Privacy), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

16.7 Reporting Compliance Violations

16.7.1 Each Party shall promptly notify the other Party, to the extent permitted by Applicable Laws, if it becomes aware of any actual or reasonably suspected material violation of:

(a) this Article;

(b) any Applicable Laws materially affecting the performance of this Agreement; or

(c) any other compliance obligation expressly contained in this Agreement.

16.7.2 A notification under Clause 16.7.1 shall, to the extent reasonably practicable, include:

(a) a description of the alleged violation;

(b) the relevant facts known at the time of notification;

(c) the actual or reasonably anticipated impact on this Agreement;

(d) any immediate corrective or containment measures already implemented; and

(e) any additional information reasonably necessary to enable the receiving Party to assess the matter.

16.7.3 Upon receiving a notification under this Clause, the receiving Party shall:

(a) acknowledge receipt within a commercially reasonable time;

(b) review the reported matter in good faith;

(c) cooperate with the reporting Party, where reasonably necessary and permitted by Applicable Laws, to investigate and address the reported issue; and

(d) take commercially reasonable corrective actions where a material compliance failure is identified.

16.7.4 Each Party shall maintain the confidentiality of any reported compliance matter and any related investigation, except where disclosure is:

(a) required by Applicable Laws;

(b) required by a court, governmental authority, or regulatory authority having lawful jurisdiction;

(c) reasonably necessary for obtaining legal, accounting, insurance, or other professional advice, subject to equivalent confidentiality obligations; or

(d) reasonably necessary to investigate, remedy, enforce, or defend legal rights relating to the reported matter.

16.7.5 No Party shall knowingly retaliate against the other Party or its personnel solely because they have made a report in good faith under this Clause.

16.7.6 Nothing in this Clause shall require either Party to:

(a) disclose legally privileged information;

(b) waive legal professional privilege;

(c) disclose information where disclosure is prohibited by Applicable Laws;

(d) compromise ongoing law enforcement, regulatory investigations, or judicial proceedings; or

(e) disclose information relating to other customers, third parties, trade secrets, or commercially sensitive information beyond what is reasonably necessary to address the reported compliance issue.

16.7.7 A Party's notification of an actual or reasonably suspected compliance issue under this Clause shall not, by itself:

(a) constitute an admission of liability;

(b) establish that a contractual breach has occurred;

(c) waive any contractual or legal defence available to that Party; or

(d) prejudice either Party's rights under this Agreement or the Applicable Laws.

16.7.8 Where a reported compliance violation materially affects this Agreement and cannot reasonably be remedied, either Party may exercise its rights of suspension, termination, indemnification, or any other remedy available under this Agreement or the Applicable Laws.

16.7.9 Nothing contained in this Clause shall:

(a) limit either Party's obligation to report matters to governmental or regulatory authorities where required by Applicable Laws;

(b) affect any rights relating to investigations, audits, interim relief, or dispute resolution under this Agreement;

(c) transfer legal responsibility for regulatory compliance from one Party to the other; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

16.7.10 This Clause shall be interpreted consistently with Clause 16.1 (General Compliance with Applicable Laws), Clause 16.6 (Compliance Cooperation & Audit), Article 8 (Confidentiality), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

16.8 Survival

16.8.1 The expiration or termination of this Agreement shall not affect the validity, enforceability, or continuing operation of any provision of this Article that is expressly stated, or by its nature intended, to survive such expiration or termination.

16.8.2 Without limiting Clause 16.8.1, the following obligations shall survive the expiration or termination of this Agreement to the extent applicable:

(a) compliance with Applicable Laws relating to acts or omissions occurring during the Term;

(b) obligations relating to export controls, trade sanctions, anti-bribery, anti-corruption, anti-money laundering, financial crime prevention, and ethical business conduct, to the extent required by Applicable Laws;

(c) obligations relating to record retention, preservation of evidence, and regulatory reporting required by Applicable Laws;

(d) cooperation with governmental authorities, regulatory authorities, courts, arbitral tribunals, and lawful investigations relating to matters arising under this Agreement;

(e) obligations relating to confidentiality, data protection, information security, Intellectual Property Rights, and protection of commercially sensitive information;

(f) obligations relating to investigations, audits, remediation, corrective actions, and enforcement arising from matters occurring before expiration or termination;

(g) accrued rights to suspension, termination, indemnification, damages, or other remedies arising from compliance-related breaches occurring before expiration or termination; and

(h) any other provision of this Agreement that is expressly stated, or by its nature intended, to survive.

16.8.3 The expiration or termination of this Agreement shall not:

(a) release either Party from liability for any compliance-related breach, violation, act, or omission occurring before the effective date of expiration or termination;

(b) prevent either Party from complying with continuing legal or regulatory obligations imposed by Applicable Laws;

(c) affect the enforceability of any settlement, arbitral award, court judgment, regulatory order, or other lawful determination relating to compliance matters arising under this Agreement; or

(d) prejudice either Party's right to pursue or defend claims arising from compliance matters occurring during the Term.

16.8.4 Where any provision of this Agreement specifies its own survival period or scope, that provision shall prevail over this Clause to the extent of any inconsistency.

16.8.5 Nothing contained in this Clause shall:

(a) revive any contractual obligation that lawfully expired before the expiration or termination of this Agreement;

(b) create any continuing compliance obligation beyond that required by this Agreement or the Applicable Laws;

(c) extend any statutory limitation period or create any limitation period inconsistent with the Applicable Laws; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

16.8.6 The Parties acknowledge that the continuing obligations contained in this Article are essential to maintaining legal and regulatory compliance, protecting legitimate commercial interests, supporting lawful investigations and enforcement, and ensuring the proper administration of this Agreement after its expiration or termination.

16.8.7 This Clause shall be interpreted consistently with Clause 13.11 (Survival), Article 8 (Confidentiality), Article 9 (Data Protection & Privacy), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

ARTICLE 17 – GENERAL PROVISIONS

17.1 Entire Agreement

17.2 Amendments & Modifications

17.3 Assignment & Transfer

17.4 Subcontracting

17.5 Relationship of the Parties

17.6 Notices

17.7 Electronic Execution & Counterparts

17.8 Severability

17.9 No Waiver

17.10 Further Assurances

17.11 Public Announcements & Publicity

17.12 Independent Interpretation

17.13 Priority of Contract Documents

17.14 No Third-Party Rights

17.15 Cumulative Remedies

17.16 Headings & Interpretation

17.17 Survival

17.18 Execution

17.1 Entire Agreement

17.1.1 This Agreement, together with all applicable Order Forms, Statements of Work, Schedules, Annexures, Appendices, Policies expressly incorporated by reference, and any written amendments executed in accordance with this Agreement, constitutes the entire agreement between the Parties with respect to its subject matter.

17.1.2 This Agreement supersedes and replaces all prior or contemporaneous negotiations, discussions, correspondence, proposals, quotations, presentations, demonstrations, statements, representations, understandings, agreements, commitments, letters of intent, memoranda of understanding, and communications, whether oral, written, electronic, or otherwise, relating to the same subject matter.

17.1.3 Each Party acknowledges that, in entering into this Agreement, it has not relied upon any representation, warranty, statement, promise, assurance, undertaking, or inducement that is not expressly set out in this Agreement, except where such reliance cannot lawfully be excluded under the Applicable Laws.

17.1.4 Nothing contained in this Clause shall:

(a) exclude or limit liability for fraud, fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or restricted under the Applicable Laws;

(b) affect any written amendment, variation, or modification executed in accordance with this Agreement;

(c) invalidate any Order Form, Statement of Work, or other document expressly incorporated into this Agreement; or

(d) affect any statutory rights or remedies that cannot lawfully be excluded or restricted.

17.1.5 If any inconsistency exists between this Agreement and any prior proposal, quotation, purchase order, correspondence, customer procurement document, or other pre-contractual communication, the provisions of this Agreement shall prevail unless the Parties expressly agree otherwise in writing.

17.1.6 No usage of trade, prior course of dealing, prior course of performance, or customary business practice shall modify or supplement this Agreement except to the extent expressly provided herein or required by the Applicable Laws.

17.1.7 The Parties acknowledge that this Agreement has been negotiated as a complete commercial arrangement and that each Party has had a reasonable opportunity to seek independent legal, financial, tax, and professional advice before entering into this Agreement.

17.1.8 Nothing contained in this Clause shall:

(a) prevent the Parties from entering into future written agreements relating to the Software or Services;

(b) affect any confidentiality obligations arising before the Effective Date that are expressly intended to continue;

(c) prejudice any accrued rights, obligations, or liabilities existing before the Effective Date; or

(d) affect the interpretation of this Agreement in accordance with the Applicable Laws.

17.1.9 This Clause shall be interpreted consistently with Clause 17.2 (Amendments & Modifications), Clause 17.13 (Priority of Contract Documents), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.2 Amendments & Modifications

17.2.1 No amendment, modification, variation, supplement, waiver, or revision of this Agreement shall be valid or binding unless:

(a) it is made in writing;

(b) it expressly identifies the provisions being amended, modified, varied, supplemented, waived, or revised, where reasonably practicable; and

(c) it is executed or otherwise formally approved by duly authorised representatives of both Parties.

17.2.2 Without limiting Clause 17.2.1, the Parties may amend or supplement this Agreement by:

(a) executing a written amendment to this Agreement;

(b) executing a revised or additional Order Form or Statement of Work where this Agreement expressly permits such amendment;

(c) executing an addendum, schedule, annexure, appendix, or other written document expressly incorporated into this Agreement; or

(d) any other written method expressly recognised by this Agreement or the Applicable Laws.

17.2.3 Unless expressly stated otherwise in this Agreement, the following shall not, by themselves, constitute an amendment or modification of this Agreement:

(a) email correspondence or informal communications;

(b) verbal statements, discussions, negotiations, or understandings;

(c) purchase orders, invoices, acknowledgements, procurement documents, or other standard business forms issued by either Party;

(d) acceptance of payments, continued performance, delay, omission, or failure to exercise a contractual right; or

(e) any course of dealing, course of performance, trade usage, or customary business practice.

17.2.4 Where this Agreement expressly authorises operational changes through an Order Form, Statement of Work, change request, service request, implementation document, or other approved project document, such changes shall affect only the matters expressly identified therein and shall not amend the remaining provisions of this Agreement unless expressly stated.

17.2.5 Any amendment or modification shall become effective only from the date specified in the relevant amendment document or, where no date is specified, from the date of its execution by the Parties.

17.2.6 Each Party represents that the individual executing any amendment or modification on its behalf has the necessary authority to bind that Party.

17.2.7 Nothing contained in this Clause shall:

(a) prevent the Parties from entering into future agreements relating to additional Software, Services, licences, or projects;

(b) affect any statutory rights or obligations that cannot lawfully be excluded or modified;

(c) invalidate any amendment required by Applicable Laws or a final order of a court or governmental authority having lawful jurisdiction; or

(d) prejudice any accrued rights, obligations, or liabilities arising before the effective date of the amendment.

17.2.8 In the event of any inconsistency between an amendment and the existing provisions of this Agreement, the amendment shall prevail only to the extent expressly stated in the amendment document.

17.2.9 This Clause shall be interpreted consistently with Clause 17.1 (Entire Agreement), Clause 17.13 (Priority of Contract Documents), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.3 Assignment & Transfer

17.3.1 Neither Party shall assign, transfer, novate, delegate, pledge, charge, encumber, or otherwise dispose of any of its rights or obligations under this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

17.3.2 Notwithstanding Clause 17.3.1, either Party may, without obtaining the other Party's prior consent, assign or transfer this Agreement, in whole or in part, to:

(a) its Affiliate;

(b) a successor entity resulting from a bona fide merger, amalgamation, consolidation, corporate restructuring, or reorganisation; or

(c) a purchaser or transferee of all or substantially all of the business or assets to which this Agreement relates,

provided that:

(i) the assignee or transferee has the legal capacity and authority to perform the obligations under this Agreement;

(ii) the assignee or transferee agrees in writing to be bound by the terms of this Agreement; and

(iii) the assigning Party promptly notifies the other Party in writing of the assignment or transfer.

17.3.3 No assignment or transfer shall relieve the assigning Party of any accrued obligations or liabilities arising before the effective date of the assignment or transfer, unless:

(a) the other Party expressly agrees otherwise in writing; or

(b) such release occurs by operation of Applicable Laws.

17.3.4 Any purported assignment or transfer made in breach of this Clause shall be void or, where Applicable Laws do not permit voidness, unenforceable to the fullest extent permitted by Applicable Laws, without prejudice to any other rights or remedies available under this Agreement.

17.3.5 The Customer shall not assign, sublicense, transfer, or otherwise make available any Software licence granted under this Agreement except where expressly permitted by this Agreement or with the Company's prior written consent.

17.3.6 The Company may assign its rights to receive payments under this Agreement to a financing institution, bank, or other financial entity for financing or receivables management purposes, provided that:

(a) such assignment does not materially increase the Customer's obligations under this Agreement; and

(b) the Customer receives written notice of the assignment where required by Applicable Laws or reasonably necessary for payment administration.

17.3.7 Nothing contained in this Clause shall:

(a) restrict lawful subcontracting in accordance with Clause 17.4 (Subcontracting);

(b) affect the transfer of Intellectual Property Rights where expressly permitted under this Agreement;

(c) prevent any assignment required by a final order of a court of competent jurisdiction or by Applicable Laws; or

(d) prejudice any accrued rights, obligations, or liabilities existing before the effective date of the assignment or transfer.

17.3.8 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

17.3.9 This Clause shall be interpreted consistently with Clause 17.4 (Subcontracting), Article 7 (Intellectual Property Rights), Article 13 (Term & Termination), and all other relevant provisions of this Agreement.

17.4 Subcontracting

17.4.1 Subject to the terms of this Agreement, either Party may engage subcontractors, service providers, consultants, or other third parties to perform all or part of its obligations under this Agreement, provided that such engagement does not relieve that Party of its responsibilities and obligations under this Agreement.

17.4.2 Without limiting Clause 17.4.1, the Company may engage subcontractors for activities including, but not limited to:

(a) software development;

(b) implementation and deployment services;

(c) cloud hosting and infrastructure services;

(d) maintenance and technical support;

(e) cybersecurity and managed security services;

(f) data hosting, backup, disaster recovery, and business continuity services;

(g) professional consulting services; and

(h) other operational or technical services reasonably required for the performance of this Agreement.

17.4.3 The Party engaging a subcontractor shall:

(a) exercise reasonable care in selecting and supervising the subcontractor;

(b) ensure that the subcontractor is contractually bound by obligations that are substantially equivalent to the applicable obligations contained in this Agreement relating to confidentiality, data protection, information security, intellectual property, compliance, and lawful performance;

(c) remain fully responsible for the acts, omissions, and performance of the subcontractor to the same extent as if such acts or omissions were its own; and

(d) ensure that subcontracting does not materially reduce the level or quality of performance required under this Agreement.

17.4.4 Unless expressly stated otherwise in this Agreement, the engagement of a subcontractor shall not require the prior written consent of the other Party, provided that:

(a) the subcontracting does not materially increase the risks or obligations of the other Party;

(b) the subcontracting does not violate Applicable Laws; and

(c) the subcontracting does not materially impair the Party's ability to perform its contractual obligations.

17.4.5 Where the subcontracted activities involve the processing of Customer Data or Personal Data, the Party engaging the subcontractor shall ensure compliance with the applicable provisions of Article 9 (Data Protection & Privacy), including any requirements relating to sub-processors.

17.4.6 Neither Party shall disclose the other Party's Confidential Information to a subcontractor except to the extent reasonably necessary for the performance of the subcontracted services and subject to appropriate contractual confidentiality obligations.

17.4.7 Nothing contained in this Clause shall:

(a) create any contractual relationship between the other Party and any subcontractor;

(b) transfer contractual liability from the contracting Party to the subcontractor;

(c) affect any rights relating to suspension, termination, indemnification, or limitation of liability under this Agreement; or

(d) prejudice any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

17.4.8 Each Party shall, upon the other Party's reasonable written request and to the extent commercially reasonable, identify any subcontractor performing material obligations under this Agreement where such information is reasonably necessary for compliance, security, regulatory, or operational purposes, provided that no Party shall be required to disclose commercially sensitive information, trade secrets, or information prohibited from disclosure by Applicable Laws.

17.4.9 This Clause shall be interpreted consistently with Clause 17.3 (Assignment & Transfer), Article 8 (Confidentiality), Article 9 (Data Protection & Privacy), Article 16 (Compliance, Export Control & Anti-Corruption), and all other relevant provisions of this Agreement.

17.5 Relationship of the Parties

17.5.1 The Parties are independent contracting entities. Nothing contained in this Agreement shall be construed as creating, or be deemed to create, any relationship of partnership, joint venture, agency, franchise, employment, fiduciary relationship, association, or other similar legal relationship between the Parties.

17.5.2 Neither Party, nor any of its employees, officers, directors, contractors, subcontractors, agents, or authorised representatives, shall have any authority to:

(a) bind or obligate the other Party;

(b) enter into any contract or commitment on behalf of the other Party;

(c) make any representation, warranty, guarantee, undertaking, or promise on behalf of the other Party; or

(d) incur any liability or obligation in the name of, or on behalf of, the other Party,

unless expressly authorised in writing by the other Party.

17.5.3 Each Party shall remain solely responsible for:

(a) the management and control of its business operations;

(b) the supervision, direction, remuneration, and conduct of its personnel;

(c) compliance with Applicable Laws relating to employment, taxation, social security, labour, workplace safety, and employee benefits applicable to its personnel; and

(d) all taxes, statutory deductions, insurance, and other obligations arising from its business or personnel.

17.5.4 Nothing contained in this Agreement shall:

(a) create any employer–employee relationship between one Party and the personnel of the other Party;

(b) make either Party liable for the salaries, wages, benefits, taxes, insurance, statutory contributions, or employment-related obligations of the other Party's personnel; or

(c) entitle either Party's personnel to claim any employment, agency, partnership, or similar rights against the other Party.

17.5.5 Unless expressly authorised in writing, neither Party shall:

(a) represent itself as an agent, representative, partner, affiliate, or legal representative of the other Party;

(b) use the other Party's name, trademarks, logos, branding, or reputation in a manner suggesting any legal relationship beyond that established under this Agreement; or

(c) make any public or private statement inconsistent with the independent contractor relationship established by this Clause.

17.5.6 Each Party shall remain solely responsible for its own business decisions, operational methods, personnel management, commercial strategy, and internal governance.

17.5.7 Nothing contained in this Clause shall:

(a) restrict lawful cooperation between the Parties in performing this Agreement;

(b) prevent either Party from appointing authorised representatives for the purposes expressly contemplated by this Agreement;

(c) affect any rights or obligations expressly created elsewhere in this Agreement; or

(d) prejudice any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

17.5.8 This Clause shall be interpreted consistently with Clause 17.3 (Assignment & Transfer), Clause 17.4 (Subcontracting), Article 16 (Compliance, Export Control & Anti-Corruption), and all other relevant provisions of this Agreement.

17.6 Notices

17.6.1 Any notice, demand, request, consent, approval, waiver, claim, communication, or other formal correspondence required or permitted under this Agreement ("Notice") shall:

(a) be in writing;

(b) clearly identify the Party giving the Notice;

(c) identify this Agreement and, where reasonably practicable, the relevant contractual provision or subject matter; and

(d) be delivered in accordance with this Clause.

17.6.2 Unless otherwise expressly provided in this Agreement, a Notice may be delivered by:

(a) personal delivery;

(b) recognised courier service;

(c) registered post, speed post, or certified mail;

(d) electronic mail (email); or

(e) any other written method expressly agreed by the Parties.

17.6.3 Notices shall be sent to the addresses, email addresses, or other designated contact details specified in this Agreement, the applicable Order Form, or any subsequent written notice updating such details.

17.6.4 A Notice shall be deemed received:

(a) if delivered personally, on the date of acknowledged delivery;

(b) if sent by recognised courier service, on the date recorded as delivered by the courier;

(c) if sent by registered post, speed post, or certified mail, on the date recorded as delivered by the postal authority;

(d) if sent by email, on the date the email is transmitted, provided that:

(i) no automated delivery failure, bounce-back, or similar error notification is received by the sender; and

(ii) where the email is transmitted outside normal Business Hours at the recipient's designated location, it shall be deemed received at the commencement of the next Business Day.

17.6.5 Either Party may change its notice details by providing written Notice to the other Party in accordance with this Clause. The updated details shall become effective on the date specified in the Notice or, if no date is specified, upon deemed receipt of the Notice.

17.6.6 Routine operational communications, including support requests, service tickets, project updates, implementation discussions, technical correspondence, invoices, purchase orders, or other day-to-day business communications, shall not constitute formal Notice under this Agreement unless they expressly state that they are intended to serve as a Notice under this Clause.

17.6.7 Each Party shall use commercially reasonable efforts to ensure that its designated notice details remain accurate and capable of receiving communications throughout the Term of this Agreement.

17.6.8 Nothing contained in this Clause shall:

(a) prevent either Party from using additional communication methods to facilitate prompt awareness of urgent matters;

(b) invalidate any Notice that is actually received by the intended recipient solely because of a minor procedural defect that does not materially prejudice the recipient;

(c) affect any method of service expressly required by Applicable Laws, a court order, or an arbitral tribunal; or

(d) prejudice any mandatory statutory rights or obligations relating to service of legal process.

17.6.9 Nothing in this Clause shall require a Party to accept service of court proceedings, arbitration proceedings, or other legal process by email where the Applicable Laws require a different method of service.

17.6.10 This Clause shall be interpreted consistently with Article 15 (Governing Law & Dispute Resolution), Clause 17.2 (Amendments & Modifications), Clause 17.18 (Execution), and all other relevant provisions of this Agreement.

17.7 Electronic Execution & Counterparts

17.7.1 This Agreement may be executed:

(a) in one or more counterparts;

(b) by electronic signature, digital signature, or other legally recognised method of electronic execution; or

(c) by a combination of physical and electronic signatures,

each of which shall constitute an original, and all of which together shall constitute one and the same Agreement.

17.7.2 The Parties acknowledge and agree that, to the fullest extent permitted by Applicable Laws:

(a) electronic signatures, digital signatures, and other legally recognised electronic methods of execution shall have the same legal validity and enforceability as handwritten signatures;

(b) execution of this Agreement through an approved electronic signature platform, secure electronic transmission, or other legally recognised electronic method shall constitute valid execution; and

(c) no Party shall deny the validity or enforceability of this Agreement solely because it was executed electronically.

17.7.3 A counterpart executed by one Party and transmitted electronically, including by email or through an approved electronic signature platform, may be combined with counterparts executed by the other Party to form a single legally binding Agreement.

17.7.4 Each individual executing this Agreement represents and warrants that he or she has the authority to bind the Party on whose behalf the Agreement is executed.

17.7.5 The Parties may retain this Agreement in electronic form, and electronically stored copies shall be admissible and may be relied upon as evidence of the Agreement to the extent permitted by Applicable Laws.

17.7.6 Where Applicable Laws require a particular form of execution, witnessing, stamping, registration, notarisation, or other legal formality for any part of this Agreement, the Parties shall comply with those requirements to the extent applicable.

17.7.7 Nothing contained in this Clause shall:

(a) require either Party to accept an electronic signature where the Applicable Laws expressly require physical execution;

(b) prevent the Parties from executing this Agreement in original paper form;

(c) affect any mandatory statutory requirements relating to execution, stamping, registration, notarisation, or evidentiary formalities; or

(d) prejudice the validity of any execution method otherwise recognised under the Applicable Laws.

17.7.8 This Clause shall be interpreted consistently with Clause 17.6 (Notices), Clause 17.18 (Execution), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.8 Severability

17.8.1 If any provision of this Agreement, or the application of any provision to any person, circumstance, or jurisdiction, is determined by a court of competent jurisdiction, arbitral tribunal, or other lawful authority to be invalid, illegal, unenforceable, void, or contrary to the Applicable Laws, such provision shall, to the extent of the invalidity, illegality, or unenforceability, be deemed severed from this Agreement without affecting the validity, legality, or enforceability of the remaining provisions.

17.8.2 The remaining provisions of this Agreement shall continue in full force and effect and shall be interpreted so as to preserve, to the fullest extent reasonably possible, the original commercial intent of the Parties.

17.8.3 Where a provision is capable of being modified or interpreted in a lawful manner so as to preserve its validity and effect without materially altering its commercial purpose, such provision shall be interpreted or modified accordingly to the fullest extent permitted by the Applicable Laws.

17.8.4 If a provision cannot reasonably be preserved under Clause 17.8.3, the Parties shall, in good faith, negotiate a lawful replacement provision that most closely reflects the original legal, commercial, and economic intent of the invalid or unenforceable provision.

17.8.5 The invalidity, illegality, or unenforceability of any provision in one jurisdiction shall not affect the validity, legality, or enforceability of:

(a) that provision in any other jurisdiction where it is valid; or

(b) any other provision of this Agreement.

17.8.6 Nothing contained in this Clause shall:

(a) require a court, arbitral tribunal, or other authority to rewrite this Agreement beyond what is permitted by the Applicable Laws;

(b) revive any provision that has lawfully ceased to have effect;

(c) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or modified; or

(d) prejudice any accrued rights, obligations, or liabilities arising before the relevant determination of invalidity or unenforceability.

17.8.7 If the invalid, illegal, or unenforceable provision is so fundamental that its removal would substantially defeat the principal commercial purpose of this Agreement, either Party may invoke any applicable rights of termination or renegotiation expressly provided elsewhere in this Agreement or under the Applicable Laws.

17.8.8 This Clause shall be interpreted consistently with Clause 17.1 (Entire Agreement), Clause 17.2 (Amendments & Modifications), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.9 No Waiver

17.9.1 No failure, delay, omission, or partial exercise by either Party in exercising any right, power, remedy, privilege, or discretion under this Agreement or the Applicable Laws shall constitute, or be deemed to constitute:

(a) a waiver of that or any other right, power, remedy, privilege, or discretion;

(b) an election of remedies;

(c) consent to any continuing or subsequent breach; or

(d) a relinquishment of any legal or contractual right.

17.9.2 Any waiver of a right or remedy under this Agreement shall be valid only if:

(a) it is made expressly in writing;

(b) it clearly identifies the right, obligation, breach, or matter being waived; and

(c) it is executed or otherwise formally approved by a duly authorised representative of the Party granting the waiver.

17.9.3 A waiver relating to a particular breach, default, event, or circumstance shall:

(a) apply only to the specific matter expressly identified in the written waiver;

(b) not constitute a continuing waiver; and

(c) not prevent the waiving Party from exercising its rights in relation to any subsequent or different breach, default, event, or circumstance.

17.9.4 Acceptance of:

(a) delayed performance;

(b) partial performance;

(c) late payment;

(d) continued performance after knowledge of a breach; or

(e) any other accommodation or indulgence,

shall not, by itself, constitute a waiver of any contractual or legal right unless expressly stated in writing in accordance with this Clause.

17.9.5 Any exercise of a contractual or legal right shall not preclude the subsequent exercise of that right or the exercise of any other right or remedy available under this Agreement or the Applicable Laws.

17.9.6 Nothing contained in this Clause shall:

(a) prevent the Parties from entering into an express written settlement, amendment, variation, release, or waiver in accordance with this Agreement;

(b) affect any mandatory statutory waiver requirements imposed by Applicable Laws;

(c) prejudice any rights arising from estoppel or other legal doctrines where such doctrines cannot lawfully be excluded under the Applicable Laws; or

(d) affect any rights or remedies that cannot lawfully be excluded or restricted.

17.9.7 This Clause shall be interpreted consistently with Clause 17.2 (Amendments & Modifications), Clause 17.15 (Cumulative Remedies), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.10 Further Assurances

17.10.1 Each Party shall, at its own cost and expense (unless otherwise expressly provided in this Agreement), promptly execute, deliver, and perform such further documents, instruments, confirmations, assurances, acts, and things as may be reasonably necessary to:

(a) give full force and effect to this Agreement;

(b) carry out the lawful intent of the Parties as expressed in this Agreement;

(c) perfect, protect, preserve, or enforce the rights and obligations arising under this Agreement; and

(d) facilitate the lawful implementation and administration of this Agreement.

17.10.2 Without limiting Clause 17.10.1, each Party shall, where reasonably requested by the other Party:

(a) execute additional documents reasonably required to implement this Agreement;

(b) provide reasonable confirmations or certifications relating to matters expressly covered by this Agreement;

(c) cooperate in obtaining approvals, licences, registrations, consents, or authorisations required by Applicable Laws where each Party has legal responsibility for its respective obligations; and

(d) take commercially reasonable actions necessary to facilitate the lawful performance of this Agreement.

17.10.3 Neither Party shall be required under this Clause to:

(a) incur unreasonable or disproportionate cost or expense;

(b) assume obligations that materially expand or alter the commercial allocation of risk established by this Agreement;

(c) waive any legal right or protection available under the Applicable Laws;

(d) execute any document that is inconsistent with this Agreement; or

(e) perform any act that would violate Applicable Laws or a lawful order of a court, governmental authority, or regulatory authority.

17.10.4 Each Party shall cooperate in good faith to resolve any administrative, procedural, or documentary matter reasonably necessary to implement this Agreement efficiently and without unnecessary delay.

17.10.5 Nothing contained in this Clause shall:

(a) create any obligation to renegotiate the commercial terms of this Agreement;

(b) require either Party to agree to amendments or variations not otherwise required by this Agreement or the Applicable Laws;

(c) affect any rights relating to amendments, waivers, termination, suspension, or dispute resolution under this Agreement; or

(d) prejudice any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

17.10.6 This Clause shall survive the expiration or termination of this Agreement to the extent reasonably necessary to complete any action, document, assurance, or legal formality arising from rights or obligations accrued before such expiration or termination.

17.10.7 This Clause shall be interpreted consistently with Clause 17.2 (Amendments & Modifications), Clause 17.7 (Electronic Execution & Counterparts), Clause 17.18 (Execution), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.11 Public Announcements & Publicity

17.11.1 Except as expressly permitted under this Agreement or required by Applicable Laws, neither Party shall, without the prior written consent of the other Party:

(a) issue or publish any press release, public announcement, media statement, or public communication relating to this Agreement or the commercial relationship between the Parties;

(b) identify the other Party as a customer, supplier, business partner, reference customer, or strategic partner;

(c) use the other Party's name, trade name, trademarks, service marks, logos, branding, domain names, copyrighted material, or other identifying marks in any advertisement, promotional material, website, presentation, social media platform, case study, customer list, marketing campaign, or publicity material; or

(d) make any public statement that could reasonably imply the other Party's endorsement, sponsorship, recommendation, certification, or approval of any product, service, business, or activity.

17.11.2 Where a Party grants written consent under Clause 17.11.1:

(a) such consent shall apply only to the specific use expressly authorised;

(b) the receiving Party shall comply with any reasonable brand usage guidelines, trademark requirements, or approval conditions specified by the granting Party; and

(c) the granting Party may withdraw its consent prospectively by written notice where continued use would materially affect its legitimate commercial interests, provided that such withdrawal shall not affect materials already lawfully published unless continued publication would violate Applicable Laws or materially damage the granting Party's rights.

17.11.3 Notwithstanding Clause 17.11.1, either Party may make disclosures:

(a) required by Applicable Laws;

(b) required by a court of competent jurisdiction, arbitral tribunal, governmental authority, stock exchange, securities regulator, or other competent regulatory authority;

(c) reasonably necessary for legal, tax, accounting, banking, insurance, financing, investment, or professional advisory purposes, subject to appropriate confidentiality obligations; or

(d) expressly authorised elsewhere in this Agreement.

17.11.4 Before making any disclosure under Clause 17.11.3, the disclosing Party shall, where legally permissible and reasonably practicable:

(a) provide prior written notice to the other Party; and

(b) cooperate in good faith regarding any reasonable request to limit, protect, or appropriately manage the disclosure.

17.11.5 Nothing contained in this Clause shall:

(a) transfer any Intellectual Property Rights or branding rights;

(b) grant any licence to use the other Party's trademarks, trade names, logos, branding, or other identifying marks except as expressly authorised in writing;

(c) limit any rights relating to Confidential Information or Intellectual Property Rights under this Agreement; or

(d) affect any mandatory statutory rights or disclosure obligations that cannot lawfully be excluded or restricted.

17.11.6 Any unauthorised use of a Party's name, trademarks, branding, logos, or other identifying marks shall constitute a material breach of this Agreement and may entitle the affected Party to seek suspension, termination, injunctive relief, damages, or any other remedy available under this Agreement or the Applicable Laws.

17.11.7 The obligations contained in this Clause shall survive the expiration or termination of this Agreement for so long as the relevant public materials remain published or the relevant Intellectual Property Rights continue to subsist.

17.11.8 This Clause shall be interpreted consistently with Article 7 (Intellectual Property Rights), Article 8 (Confidentiality), Clause 17.5 (Relationship of the Parties), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.12 Independent Interpretation

17.12.1 The Parties acknowledge that this Agreement has been negotiated in good faith and that each Party has had a reasonable opportunity to:

(a) review this Agreement;

(b) obtain independent legal, financial, tax, technical, and other professional advice; and

(c) propose amendments or negotiate its terms before execution.

17.12.2 This Agreement shall be interpreted fairly and in accordance with its plain language, giving effect to the commercial purpose and lawful intent of the Parties, and not strictly for or against either Party merely because that Party prepared, drafted, or proposed any part of this Agreement.

17.12.3 Accordingly, no rule of construction, interpretation, or legal presumption requiring ambiguities to be interpreted against the drafting Party (including the doctrine commonly known as *contra proferentem*, where recognised under the Applicable Laws) shall apply to the interpretation of this Agreement to the fullest extent permitted by the Applicable Laws.

17.12.4 In interpreting this Agreement:

(a) headings, titles, captions, and numbering are included for convenience only and shall not affect interpretation;

(b) references to Articles, Clauses, Schedules, Annexures, Appendices, or other documents are references to those forming part of this Agreement unless the context otherwise requires;

(c) words importing the singular include the plural and vice versa;

(d) words importing one gender include every gender;

(e) references to a "person" include an individual, company, corporation, partnership, limited liability partnership, trust, government, governmental authority, statutory body, association, joint venture, or other legal entity;

(f) the words "including", "includes", and "include" shall be construed as "including without limitation";

(g) references to "writing" or "written" include communications in electronic form where recognised under the Applicable Laws and this Agreement; and

(h) references to any statute, regulation, or legislative instrument include amendments, modifications, re-enactments, subordinate legislation, and successor legislation unless the context otherwise requires.

17.12.5 Where any ambiguity or inconsistency remains after applying the principles contained in this Clause, the Agreement shall be interpreted in a manner that most closely gives effect to:

(a) the lawful commercial purpose of the Agreement;

(b) the overall contractual framework established by the Agreement; and

(c) the mutual intentions of the Parties as objectively expressed in the Agreement.

17.12.6 Nothing contained in this Clause shall:

(a) permit a court or arbitral tribunal to rewrite or supplement this Agreement beyond what is permitted by the Applicable Laws;

(b) override any express provision governing the priority of contractual documents under this Agreement;

(c) affect any mandatory statutory rules of interpretation that cannot lawfully be excluded; or

(d) prejudice any rights or remedies available under the Applicable Laws.

17.12.7 This Clause shall be interpreted consistently with Clause 17.1 (Entire Agreement), Clause 17.13 (Priority of Contract Documents), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.13 Priority of Contract Documents

17.13.1 This Agreement shall be read together with all applicable Order Forms, Statements of Work, Schedules, Annexures, Appendices, Change Requests, Data Processing Addenda, Service Level Agreements, Policies expressly incorporated by reference, and other documents forming part of the contractual relationship between the Parties.

17.13.2 The Parties shall use commercially reasonable efforts to interpret all contractual documents harmoniously so as to give effect to each document without creating unnecessary inconsistency.

17.13.3 If any inconsistency, conflict, ambiguity, or discrepancy exists between the contractual documents, the following order of precedence shall apply unless the relevant document expressly states otherwise:

(a) any written amendment or addendum executed in accordance with Clause 17.2 (Amendments & Modifications), but only with respect to the matters expressly amended;

(b) this Master Software Licence Agreement;

(c) the applicable Order Form;

(d) the applicable Statement of Work (SOW);

(e) the applicable Data Processing Addendum (DPA), **only with respect to matters relating to Personal Data processing**;

(f) the applicable Service Level Agreement (SLA), **only with respect to service levels, support commitments, and performance metrics**;

(g) approved Change Requests, **only with respect to the changes expressly described therein**;

(h) Schedules, Annexures, and Appendices;

(i) Policies expressly incorporated by reference into this Agreement; and

(j) any other document expressly incorporated into this Agreement.

17.13.4 A document lower in the order of precedence shall prevail over a higher-ranking document only where:

(a) this Agreement expressly permits such priority;

(b) the higher-ranking document expressly provides otherwise; or

(c) the higher-ranking document expressly identifies and approves the specific variation.

17.13.5 Standard terms contained in:

(a) purchase orders;

(b) procurement portals;

(c) supplier registration forms;

(d) vendor onboarding documents;

(e) invoices;

(f) acknowledgements;

(g) quotations; or

(h) any similar commercial document,

shall have no legal effect and shall not amend, supplement, or override this Agreement unless expressly accepted in writing by duly authorised representatives of both Parties in accordance with Clause 17.2 (Amendments & Modifications).

17.13.6 Nothing contained in this Clause shall:

(a) invalidate any document expressly incorporated into this Agreement;

(b) affect any mandatory statutory requirements imposed by Applicable Laws;

(c) prevent the Parties from agreeing in writing to a different priority for a specific transaction or project; or

(d) prejudice any accrued rights, obligations, or liabilities existing before resolution of the inconsistency.

17.13.7 This Clause shall be interpreted consistently with Clause 17.1 (Entire Agreement), Clause 17.2 (Amendments & Modifications), Clause 17.12 (Independent Interpretation), Article 9 (Data Protection & Privacy), and all other relevant provisions of this Agreement.

17.14 No Third-Party Rights

17.14.1 This Agreement is entered into solely for the benefit of the Parties and their respective permitted successors and permitted assigns. Except as expressly provided in this Agreement or required by Applicable Laws, no person or entity that is not a Party to this Agreement shall have any right to enforce, rely upon, or claim any benefit under this Agreement.

17.14.2 Without limiting Clause 17.14.1, no rights under this Agreement shall arise in favour of:

(a) any Affiliate of either Party;

(b) any employee, officer, director, shareholder, partner, member, contractor, consultant, subcontractor, agent, distributor, reseller, or representative of either Party;

(c) any customer, supplier, vendor, service provider, or business partner of either Party;

(d) any end user or user of the Software who is not a Party to this Agreement;

(e) any governmental authority, regulatory authority, industry body, or other third party; or

(f) any other person or entity not expressly identified in this Agreement as having enforceable rights.

17.14.3 Nothing contained in this Clause shall:

(a) prevent either Party from enforcing rights on behalf of its permitted successors or permitted assigns where such rights have been lawfully assigned in accordance with this Agreement;

(b) affect the rights of subcontractors or third-party service providers solely to the extent expressly granted by a separate written agreement with the engaging Party;

(c) prevent a court, arbitral tribunal, governmental authority, or regulatory authority from exercising powers conferred upon it under Applicable Laws; or

(d) affect any statutory rights that cannot lawfully be excluded, restricted, or waived.

17.14.4 No third party shall be entitled to:

(a) require the amendment, variation, extension, renewal, or termination of this Agreement;

(b) interfere with the exercise of rights or remedies by either Party;

(c) participate in dispute resolution proceedings under this Agreement solely by reason of an alleged benefit arising from this Agreement; or

(d) enforce any provision of this Agreement unless expressly authorised by the Parties in writing or required by Applicable Laws.

17.14.5 Nothing in this Agreement shall be construed as creating any duty of care, fiduciary obligation, agency relationship, trust, or other legal obligation owed by either Party to any third party solely by virtue of this Agreement.

17.14.6 If any provision of Applicable Laws grants enforceable rights to a third party notwithstanding this Clause, such rights shall apply only to the minimum extent required by Applicable Laws and shall not otherwise expand the contractual rights or obligations of the Parties.

17.14.7 This Clause shall be interpreted consistently with Clause 17.3 (Assignment & Transfer), Clause 17.4 (Subcontracting), Clause 17.5 (Relationship of the Parties), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.15 Cumulative Remedies

17.15.1 Except where this Agreement expressly provides that a particular remedy is exclusive, all rights, powers, remedies, and entitlements available to either Party under this Agreement, the Applicable Laws, or equity shall be cumulative and may be exercised separately, concurrently, or successively.

17.15.2 The exercise, partial exercise, or delay in exercising any right, power, or remedy shall not:

(a) prevent the subsequent exercise of that or any other right, power, or remedy;

(b) constitute an election of remedies;

(c) operate as a waiver except in accordance with Clause 17.9 (No Waiver); or

(d) prejudice any other rights or remedies available under this Agreement or the Applicable Laws.

17.15.3 Without limiting Clause 17.15.1, a Party may, where appropriate and permitted by this Agreement and the Applicable Laws, pursue one or more of the following remedies in respect of the same or related circumstances:

(a) damages;

(b) indemnification;

(c) specific performance;

(d) injunctive or equitable relief;

(e) suspension of performance;

(f) termination of this Agreement;

(g) recovery of costs and expenses where recoverable; and

(h) any other contractual or legal remedy available under this Agreement or the Applicable Laws.

17.15.4 Nothing contained in this Clause shall permit a Party to recover compensation more than once for the same loss or damage. Any recovery shall remain subject to:

(a) Article 11 (Limitation of Liability);

(b) Clause 11.7 (No Double Recovery);

(c) any express limitation or exclusive remedy contained elsewhere in this Agreement; and

(d) the Applicable Laws.

17.15.5 Where this Agreement expressly designates a remedy as the sole or exclusive remedy for a particular matter, that designation shall prevail only with respect to that specific matter and shall not affect the availability of other remedies for unrelated breaches or claims.

17.15.6 Nothing contained in this Clause shall:

(a) create any remedy not otherwise available under this Agreement or the Applicable Laws;

(b) expand or increase any liability beyond that expressly assumed under this Agreement;

(c) affect any mandatory statutory limitations on available remedies; or

(d) prejudice any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

17.15.7 This Clause shall be interpreted consistently with Article 11 (Limitation of Liability), Article 12 (Indemnification), Clause 17.9 (No Waiver), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.16 Headings & Interpretation

17.16.1 Unless the context otherwise requires, the following rules of interpretation shall apply throughout this Agreement:

(a) headings, titles, captions, clause numbers, article numbers, schedule titles, and other organisational references are included for convenience only and shall not affect the interpretation of this Agreement;

(b) references to Articles, Clauses, Schedules, Annexures, Appendices, Order Forms, Statements of Work, Policies, or other contractual documents are references to those forming part of this Agreement unless expressly stated otherwise;

(c) words importing the singular include the plural and vice versa;

(d) words importing any gender include every gender;

(e) references to a "person" include an individual, company, corporation, partnership, limited liability partnership, trust, government, governmental authority, statutory authority, association, joint venture, or any other legal or commercial entity;

(f) references to "writing", "written", or similar expressions include electronic communications where recognised under the Applicable Laws and this Agreement;

(g) the words "including", "includes", "include", "such as", and similar expressions shall be interpreted as meaning "including without limitation";

(h) references to any statute, regulation, legislative instrument, rule, code, or governmental requirement include all amendments, modifications, re-enactments, subordinate legislation, and successor legislation unless the context otherwise requires;

(i) references to time periods measured in days mean calendar days unless expressly stated to mean Business Days;

(j) where any obligation is required to be performed on a day that is not a Business Day, the obligation shall be performed on the next Business Day unless the Applicable Laws or this Agreement expressly provide otherwise; and

(k) references to "Applicable Laws" include all laws, regulations, judicial decisions, governmental orders, regulatory requirements, and legally binding instruments applicable to the relevant Party or the relevant subject matter.

17.16.2 References to approvals, consents, permissions, authorisations, or agreements shall mean written approvals, consents, permissions, authorisations, or agreements unless this Agreement expressly provides otherwise.

17.16.3 References to a Party include that Party's permitted successors and permitted assigns, where assignment is permitted under this Agreement.

17.16.4 References to currency shall mean the currency expressly identified in the applicable Order Form or other relevant contractual document. Unless otherwise expressly stated, references to monetary amounts in this Agreement shall be interpreted in the lawful currency specified therein.

17.16.5 Where this Agreement requires a Party to act reasonably, in good faith, or using commercially reasonable efforts, such obligation shall be interpreted in accordance with the Applicable Laws and the express provisions of this Agreement.

17.16.6 Nothing contained in this Clause shall:

(a) override any express definition contained in Article 1 (Definitions);

(b) affect any specific interpretation rule expressly contained elsewhere in this Agreement;

(c) permit any interpretation inconsistent with the Applicable Laws; or

(d) prejudice any mandatory statutory rules of interpretation that cannot lawfully be excluded or modified.

17.16.7 This Clause shall be interpreted consistently with Article 1 (Definitions), Clause 17.12 (Independent Interpretation), Clause 17.13 (Priority of Contract Documents), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.17 Survival

17.17.1 The expiration or termination of this Agreement shall not affect the validity, enforceability, or continuing operation of any provision that is expressly stated, or by its nature intended, to survive such expiration or termination.

17.17.2 Without limiting Clause 17.17.1, the following provisions shall survive the expiration or termination of this Agreement to the extent applicable:

(a) Article 7 (Intellectual Property Rights);

(b) Article 8 (Confidentiality);

(c) Article 9 (Data Protection & Privacy);

(d) Article 10 (Warranties & Disclaimers), to the extent applicable to accrued rights and obligations;

(e) Article 11 (Limitation of Liability);

(f) Article 12 (Indemnification);

(g) Article 15 (Governing Law & Dispute Resolution);

(h) Article 16 (Compliance, Export Control & Anti-Corruption);

(i) this Article 17, to the extent applicable after expiration or termination;

(j) all accrued payment obligations, fees, taxes, reimbursements, and other financial liabilities arising before the effective date of expiration or termination;

(k) obligations relating to the return, deletion, preservation, or protection of Confidential Information, Customer Data, Personal Data, Software, Documentation, and other property;

(l) obligations relating to audit, record retention, regulatory compliance, cooperation with governmental authorities, and lawful investigations, where required by Applicable Laws or this Agreement;

(m) all rights and obligations relating to accrued claims, damages, indemnities, settlements, arbitral awards, court judgments, enforcement proceedings, and other legal remedies arising before or after expiration or termination; and

(n) any other provision of this Agreement that is expressly stated, or by its nature intended, to survive.

17.17.3 The expiration or termination of this Agreement shall not:

(a) release either Party from liability for any act, omission, breach, or default occurring before the effective date of expiration or termination;

(b) affect any accrued rights, remedies, obligations, or liabilities existing before expiration or termination;

(c) affect the validity or enforceability of any settlement agreement, arbitral award, court judgment, injunction, or other lawful determination arising out of or in connection with this Agreement; or

(d) prejudice either Party's right to commence or continue proceedings relating to matters arising before expiration or termination, subject to the Applicable Laws.

17.17.4 Where any provision of this Agreement specifies its own survival period or survival scope, that specific provision shall prevail over this general Survival Clause to the extent of any inconsistency.

17.17.5 Nothing contained in this Clause shall:

(a) revive any contractual obligation that has lawfully expired;

(b) extend any statutory limitation period or create any limitation period inconsistent with the Applicable Laws;

(c) create any continuing obligation that is not expressly provided in this Agreement or required by the Applicable Laws; or

(d) affect any mandatory statutory rights or obligations that cannot lawfully be excluded or restricted.

17.17.6 This Clause shall be interpreted consistently with Clause 13.11 (Survival), the Article-specific survival provisions contained throughout this Agreement, Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

17.18 Execution

17.18.1 This Agreement shall become legally valid and binding upon the Parties on the Effective Date, provided that it has been duly executed by duly authorised representatives of both Parties in accordance with this Agreement and the Applicable Laws.

17.18.2 Each individual executing this Agreement on behalf of a Party represents and warrants that he or she:

(a) has full legal authority to execute this Agreement on behalf of that Party;

(b) has obtained all necessary internal approvals, corporate authorisations, resolutions, consents, or delegations required for such execution; and

(c) possesses the legal capacity to bind that Party to the terms of this Agreement.

17.18.3 This Agreement may be executed:

(a) in one or more counterparts;

(b) by physical signature;

(c) by electronic signature, digital signature, or any other legally recognised method of execution; or

(d) by any combination of the foregoing methods,

each of which shall constitute an original, and all of which together shall constitute one and the same Agreement.

17.18.4 The Parties acknowledge that execution of this Agreement:

(a) constitutes acceptance of all of its terms and conditions;

(b) supersedes all prior negotiations and understandings to the extent provided in Clause 17.1 (Entire Agreement);

(c) creates legally binding contractual obligations between the Parties; and

(d) confirms the Parties' intention to be legally bound by this Agreement.

17.18.5 Each Party shall retain at least one executed copy of this Agreement for its records and may retain such copy in physical or electronic form, subject to the Applicable Laws.

17.18.6 Where Applicable Laws require any stamping, registration, notarisation, filing, or other legal formality in connection with this Agreement, the Party responsible under the Applicable Laws shall ensure compliance with such requirements.

17.18.7 Nothing contained in this Clause shall:

(a) affect the validity of any execution method otherwise recognised under the Applicable Laws;

(b) prejudice any mandatory statutory execution requirements that cannot lawfully be excluded or modified;

(c) prevent the Parties from executing additional Order Forms, Statements of Work, amendments, addenda, or related contractual documents after execution of this Agreement; or

(d) affect any rights or obligations arising before the Effective Date where expressly recognised by this Agreement or the Applicable Laws.

17.18.8 This Clause shall be interpreted consistently with Clause 17.7 (Electronic Execution & Counterparts), Clause 17.1 (Entire Agreement), Article 15 (Governing Law & Dispute Resolution), and all other relevant provisions of this Agreement.

SCHEDULE A

SOFTWARE MODULES & LICENSED COMPONENTS

A.1 Purpose

This Schedule identifies the Software modules, licensed components, optional features, Documentation, and related items that may be licensed by the Company to the Customer under the Master Software Licence Agreement.

Unless expressly stated otherwise in an applicable Order Form, only the Software modules and licensed components specifically purchased by the Customer shall be included within the Licence.

A.2 Core Software Platform

The Software platform currently known as:

Aurum Flow Candle X

including its standard executable software, object code, user interface, configuration files, databases, Documentation, standard updates, and functionality supplied by the Company.

A.3 Standard Licensed Modules

The following modules may be licensed individually or in combination, as specified in the applicable Order Form:

☐ Core Trading Engine

☐ Market Data Processing Module

☐ Charting & Analytics Module

☐ Order Management Module

☐ Strategy Builder

☐ Indicator Library

☐ Alert & Notification Module

☐ Portfolio Management Module

☐ Risk Management Module

☐ User Administration Module

☐ Reporting Module

☐ API Integration Module

☐ Import / Export Utilities

☐ Data Backup Module

☐ Audit Logging Module

☐ System Configuration Module

☐ Licensing & Activation Module

☐ Multi-User Administration

☐ Other Modules as specified in the applicable Order Form

A.4 Optional Add-On Components

Where separately purchased, the following optional components may form part of the Licence:

☐ Premium Indicators

☐ Advanced Analytics

☐ Artificial Intelligence Features

☐ Machine Learning Components

☐ Advanced Reporting

☐ Mobile Access

☐ Web Portal

☐ Cloud Synchronisation

☐ API Extensions

☐ Premium Support Tools

☐ Enterprise Administration Features

☐ Other Add-On Components specified in the applicable Order Form

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A.5 Licensed Documentation

The Licence may include:

• User Manuals

• Installation Guides

• Configuration Guides

• Administrator Manuals

• API Documentation

• Training Materials

• Release Notes

• Technical Documentation

• Knowledge Base Materials

• Other Documentation supplied by the Company

A.6 Third-Party Components

Where applicable, the Software may include or interoperate with third-party software, libraries, APIs, frameworks, operating systems, databases, cloud services, or other third-party technologies.

Such components remain subject to their respective licence terms and applicable third-party conditions.

A.7 Software Versions

The applicable Order Form may specify:

• Software Version

• Release Number

• Edition

• Build Number

• Licensed Features

• Platform Compatibility

• Supported Operating Systems

A.8 Licensed Environment

The applicable Order Form may specify:

• Single User

• Multi-User

• Named User

• Concurrent User

• Server Licence

• Enterprise Licence

• Cloud Deployment

• On-Premises Deployment

• Hybrid Deployment

• Virtual Environment

• Disaster Recovery Environment

A.9 Future Modules

The Company may introduce additional Software modules, features, enhancements, or optional components from time to time.

Unless expressly stated otherwise by the Company, such future modules shall not automatically form part of the Customer's Licence and may require a separate Order Form, subscription, licence, or commercial arrangement.

A.10 Schedule Interpretation

This Schedule identifies the Software modules and licensed components that may be made available under the Agreement.

The actual Software modules, optional components, Documentation, licence scope, deployment model, subscription plan, and commercial entitlements licensed to the Customer shall be determined exclusively by the applicable Order Form executed by the Parties.

Nothing contained in this Schedule shall expand the scope of the Licence granted under the Agreement.

SCHEDULE B

IMPLEMENTATION, INSTALLATION, TRAINING & SUPPORT SERVICES

B.1 Purpose

This Schedule describes the implementation, installation, configuration, migration, training, technical support, maintenance, and related professional services that may be provided by the Company under the Master Software Licence Agreement.

Unless expressly stated in an applicable Order Form or Statement of Work ("SOW"), no particular service described in this Schedule shall be deemed included in the Customer's Licence or commercial package.

B.2 Implementation Services

Implementation services may include, where purchased:

- Project planning
- Solution design
- Environment assessment
- Installation planning
- Configuration planning
- Deployment planning
- System readiness review
- Go-live preparation
- Implementation coordination
- Post-implementation review

B.3 Software Installation

Installation services may include:

- Software installation
- Server installation
- Client workstation installation

- Database installation
- Cloud deployment
- Hybrid deployment
- Virtual environment deployment
- Installation verification
- Initial system testing

B.4 Configuration Services

Configuration services may include:

- System configuration
- User configuration
- Security configuration
- Role-based access configuration
- Workflow configuration
- Business rules configuration
- Notification configuration
- Report configuration
- Dashboard configuration
- Performance optimisation

B.5 Data Migration Services

Where agreed, migration services may include:

- Data assessment
- Data mapping
- Data cleansing guidance
- Import support

- Export support
- Migration validation
- Test migration
- Production migration
- Post-migration verification

The Company does not warrant the accuracy or completeness of Customer-supplied data.

B.6 Integration Services

Where agreed in writing, integration services may include:

- API integration
- Third-party software integration
- ERP integration
- CRM integration
- Accounting software integration
- Authentication integration
- Payment gateway integration
- Import/export automation
- Custom interface development

Third-party integrations remain subject to the availability, compatibility, and licensing terms of the relevant third-party systems.

B.7 Training Services

Training services may include:

- Administrator training
- End-user training
- Technical training
- Online training

- Classroom training
- Remote training
- Train-the-trainer programmes
- Refresher training
- Training documentation
- Knowledge transfer sessions

Training does not constitute professional certification unless expressly stated by the Company.

B.8 Technical Support Services

Support services may include:

- Helpdesk assistance
- Email support
- Telephone support
- Remote support
- Incident management
- Problem investigation
- Error diagnosis
- Bug reporting
- Resolution guidance
- Workaround recommendations

Support availability, response times, and service levels shall be governed by the applicable Order Form or Service Level Agreement ("SLA").

B.9 Software Maintenance

Maintenance services may include:

- Bug fixes

- Error corrections
- Security patches
- Minor updates
- Compatibility updates
- Performance improvements
- Stability improvements
- Documentation updates

Major upgrades, new product releases, new modules, or premium features are included only where expressly stated in the applicable Order Form or Subscription Plan.

B.10 Customer Responsibilities

The Customer shall, where applicable:

- Provide timely access to systems, premises, networks, and authorised personnel.
- Maintain compatible hardware, operating systems, and network infrastructure.
- Perform required backups unless expressly undertaken by the Company.
- Provide accurate technical information reasonably required for implementation.
- Cooperate in testing, validation, and acceptance activities.
- Appoint an authorised project representative.

Delays caused by the Customer may result in revised implementation schedules.

B.11 Service Availability

Unless expressly stated otherwise in the applicable Order Form or SLA:

- Services shall be provided during the Company's normal Business Hours.
- Emergency services may be available separately.
- On-site services may require advance scheduling.
- Remote services may be provided using secure remote-access tools approved by the Company.

B.12 Change Management

Changes to the implementation scope, project schedule, deliverables, milestones, or professional services shall be managed through a mutually approved Change Request or revised Statement of Work in accordance with the Master Agreement.

B.13 Service Acceptance

Where acceptance testing is agreed:

- Acceptance criteria shall be defined in the applicable SOW.
- Acceptance shall occur upon successful completion of the agreed criteria or as otherwise specified.
- Operational use of the Software without timely documented objection may constitute deemed acceptance where expressly provided in the applicable SOW.

B.14 Exclusions

Unless expressly included in the applicable Order Form or SOW, the Company is not required to provide:

- Custom software development
- Business process consulting
- Hardware procurement
- Network administration
- Third-party software support
- Data entry
- Recovery of corrupted Customer data
- Cybersecurity incident response unrelated to the Software
- Regulatory compliance consulting
- Services outside the agreed scope

B.15 Schedule Interpretation

This Schedule is a catalogue of professional services that may be provided by the Company.

The specific services, deliverables, implementation scope, timelines, milestones, service levels, support entitlements, acceptance criteria, commercial terms, and pricing applicable to the Customer shall be determined exclusively by the applicable Order Form, Statement of Work, Service Level Agreement, or other written document executed by the Parties.

Nothing contained in this Schedule shall:

- create an obligation on the Company to provide every service described herein;
- expand the scope of the Licence or Services beyond those expressly purchased by the Customer; or
- override the provisions of the Master Software Licence Agreement.

SCHEDULE C

CONDITIONAL PERFORMANCE GUARANTEE PROGRAM

C.1 Purpose

This Schedule sets out the operational framework governing the Company's Conditional Performance Guarantee Program ("Guarantee Program").

The Guarantee Program is a voluntary commercial program offered by the Company and forms part of the Services only where expressly stated in the applicable Order Form.

Nothing contained in this Schedule shall be interpreted as an unconditional money-back guarantee, an assurance of profitability, or a guarantee of business success.

C.2 Eligibility

The Customer shall be eligible to participate in the Guarantee Program only if:

- the applicable Order Form expressly includes the Guarantee Program;
- all applicable fees have been paid when due;
- the Customer continuously complies with the Agreement;
- the Customer satisfies all performance obligations specified in the Agreement and the Order Form;
- the Customer fully cooperates with the Company's implementation, support, and review processes; and
- all documentary evidence reasonably required by the Company is provided.

Failure to satisfy any eligibility requirement may result in the Customer becoming ineligible for the Guarantee Program.

C.3 Customer Performance Obligations

The Customer shall continuously comply with all performance requirements described in:

- the Master Software Licence Agreement;
- Article 3 (Conditional Performance Guarantee Program);
- the applicable Order Form;
- the Statement of Work (if any); and

- any written implementation plan approved by the Parties.

The Customer acknowledges that the Guarantee Program is conditional upon continuous compliance with such obligations.

C.4 Performance Review Process

Where the Customer believes that it may qualify for the Guarantee Program, the Customer shall submit a written request together with all reasonably requested supporting information.

The Company may review:

- implementation records;
- Software usage records;
- support records;
- Customer compliance records;
- training participation;
- operational information;
- performance reports; and
- other relevant evidence.

The Company may request additional information reasonably necessary to complete its review.

C.5 Review Outcome

Following completion of its review, the Company shall determine whether:

- all eligibility requirements have been satisfied;
- all applicable conditions have been fulfilled;
- any exclusion applies;
- any additional clarification is required; or
- the Customer qualifies for the applicable Guarantee Program remedy.

The Company shall communicate its determination to the Customer in writing.

C.6 Available Remedies

Where the Customer qualifies for the Guarantee Program, the Company may provide one or more remedies expressly specified in the applicable Order Form, including, where applicable:

- additional implementation assistance;
- additional technical support;
- additional training;
- software optimisation assistance;
- extension of support services;
- additional licence entitlements;
- service credits;
- partial refund;
- full refund; or
- any other commercial remedy expressly identified in the applicable Order Form.

The specific remedy shall be determined exclusively in accordance with Article 3 and the applicable Order Form.

C.7 Exclusions

The Guarantee Program shall not apply where the relevant circumstances arise from, or are materially contributed to by:

- Customer non-compliance;
- inaccurate or incomplete information supplied by the Customer;
- misuse of the Software;
- unauthorised modifications;
- third-party software or hardware failures;
- network failures;
- Force Majeure events;

- changes in Applicable Laws;
- cybersecurity incidents not caused by the Company;
- Customer business decisions;
- market conditions; or
- any exclusion contained in the Agreement.

C.8 Evidence Requirements

The Customer shall retain and provide such records as are reasonably necessary to demonstrate compliance with the Guarantee Program, including where applicable:

- implementation records;
- training records;
- Software usage records;
- operational records;
- support communications;
- performance reports; and
- other relevant documentation reasonably requested by the Company.

C.9 Relationship with the Agreement

This Schedule shall be read together with:

- Article 3 (Conditional Performance Guarantee Program);
- Article 10 (Warranties & Disclaimers);
- Clause 10.10 (No Guarantee of Business Results);
- Article 11 (Limitation of Liability);
- Article 12 (Indemnification); and
- all other relevant provisions of the Agreement.

In the event of any inconsistency, Article 3 of the Master Software Licence Agreement shall prevail unless the applicable Order Form expressly provides otherwise.

C.10 Schedule Interpretation

This Schedule provides the operational procedures applicable to the Conditional Performance Guarantee Program.

Participation in the Guarantee Program does not modify the Licence granted under the Agreement, expand the Company's contractual obligations, create any unconditional right to compensation, or guarantee any financial, commercial, operational, or business outcome.

Only those Customers expressly enrolled in the Guarantee Program through an executed Order Form shall be entitled to participate, and only to the extent of the remedies expressly specified therein.

SCHEDULE D

COMMERCIAL TERMS, LICENCE FEES & PAYMENT SCHEDULE

D.1 Purpose

This Schedule sets out the commercial framework governing licence fees, subscriptions, implementation charges, maintenance fees, professional services, payment schedules, taxes, invoicing, renewals, and other commercial terms applicable under the Master Software Licence Agreement.

Unless expressly stated otherwise in an applicable Order Form, this Schedule does not itself establish pricing or payment obligations. The specific commercial terms applicable to the Customer shall be those expressly set out in the applicable Order Form.

D.2 Commercial Components

The commercial arrangement may include one or more of the following components:

- Software Licence Fees
- Subscription Fees
- Annual Licence Renewal Fees
- Software Maintenance Fees
- Technical Support Fees
- Professional Services Fees
- Implementation Charges
- Installation Charges
- Configuration Charges
- Data Migration Charges
- Integration Charges
- Training Fees
- Custom Development Charges
- Cloud Hosting Charges
- Third-Party Service Charges

- Premium Feature Charges
- Enterprise Licence Fees
- Multi-User Licence Fees
- API Access Charges
- Other Commercial Charges specified in the applicable Order Form

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D.3 Licence Models

The Company may offer Software under one or more of the following commercial models:

- Perpetual Licence
- Subscription Licence
- Annual Licence
- Monthly Subscription
- Named User Licence
- Concurrent User Licence
- Device-Based Licence
- Server Licence
- Enterprise Licence
- Cloud (SaaS) Subscription
- Hybrid Deployment Licence
- Trial Licence
- Evaluation Licence
- Other licence models specified in the applicable Order Form

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D.4 Payment Schedule

Unless otherwise agreed in writing, the applicable Order Form may specify:

- Licence Fees

- Payment Milestones
- Advance Payments
- Implementation Milestones
- Subscription Billing Frequency
- Renewal Dates
- Invoice Dates
- Due Dates
- Accepted Payment Methods
- Applicable Currency
- Late Payment Charges (where applicable)
- Security Deposits (if any)

D.5 Taxes

Unless expressly stated otherwise in the applicable Order Form:

- all fees are exclusive of applicable taxes;
- the Customer shall pay all applicable taxes, duties, levies, and governmental charges imposed in connection with the Software or Services, except taxes imposed on the Company's net income;
- withholding taxes shall be handled in accordance with the Applicable Laws and any applicable tax treaty.

D.6 Invoicing

The Company may issue invoices:

- electronically;
- in physical form;
- through an approved billing portal; or
- by any other lawful method agreed by the Parties.

Invoices shall contain commercially reasonable details sufficient to identify the relevant Software, Services, billing period, and applicable charges.

D.7 Payment Methods

Payments may be made using one or more of the following methods:

- Bank Transfer
- Electronic Funds Transfer (EFT)
- UPI (where supported)
- Credit Card
- Debit Card
- Online Payment Gateway
- Cheque or Demand Draft (where accepted)
- Other payment methods approved by the Company

Payment shall be deemed made only when cleared funds are received by the Company.

D.8 Renewals

Where the applicable Order Form provides for renewable licences or subscriptions, the Order Form shall specify:

- Renewal Frequency
- Renewal Fees
- Renewal Notice Requirements
- Price Revision Mechanism (if any)
- Renewal Term
- Non-Renewal Procedure

D.9 Commercial Changes

Changes to pricing, licence quantities, additional modules, additional users, upgraded editions, expanded services, or revised commercial arrangements shall become effective only through:

- a revised Order Form;
- a mutually executed amendment;
- a Change Request where permitted by the Agreement; or
- another written document executed in accordance with Clause 17.2 (Amendments & Modifications).

D.10 Commercial Records

Each Party shall maintain commercially reasonable records relating to:

- invoices;
- payments;
- licence quantities;
- subscriptions;
- renewals;
- taxes;
- credits;
- adjustments; and
- other commercial transactions arising under the Agreement.

D.11 Relationship with the Agreement

This Schedule shall be read together with:

- Article 4 (Fees, Taxes & Payment Terms);
- Article 3 (Conditional Performance Guarantee Program), where applicable;
- Article 13 (Term & Termination);
- Article 15 (Governing Law & Dispute Resolution); and

- all other relevant provisions of the Agreement.

In the event of any inconsistency, the following order of precedence shall apply:

1. A written amendment executed in accordance with the Agreement;
2. The applicable Order Form (for Customer-specific commercial terms);
3. The Master Software Licence Agreement;
4. This Schedule.

D.12 Schedule Interpretation

This Schedule establishes the commercial framework for Software licensing and related Services.

The actual licence fees, subscription charges, implementation fees, support charges, payment milestones, invoicing arrangements, taxes, discounts, promotional pricing, renewal terms, and other Customer-specific commercial commitments shall be determined exclusively by the applicable Order Form executed by the Parties.

Nothing contained in this Schedule shall:

- create a payment obligation unless expressly set out in the applicable Order Form;
- alter the pricing agreed between the Parties;
- expand the scope of the Software Licence or Services; or
- modify the rights and obligations contained in the Master Software Licence Agreement except where expressly authorised therein.

SCHEDULE E

SERVICE LEVEL AGREEMENT (SLA)

E.1 Purpose

This Service Level Agreement ("SLA") sets out the operational service levels that may apply to the Company's Software support and maintenance services.

Unless expressly stated in the applicable Order Form, no service level commitment described in this Schedule shall apply to the Customer.

Where this Schedule applies, it shall be read together with the Master Software Licence Agreement and the applicable Order Form.

E.2 Covered Services

The SLA may apply to one or more of the following services:

- Technical Support
- Software Maintenance
- Incident Management
- Bug Resolution
- Software Updates
- Security Patch Distribution
- Remote Assistance
- Service Monitoring
- Cloud Operations (where applicable)
- Customer Support Portal

E.3 Support Channels

Support requests may be submitted through:

- Customer Support Portal
- Email

- Telephone
- Remote Support Session
- Helpdesk Ticket System
- Other support channels designated by the Company

E.4 Support Hours

Unless otherwise specified in the applicable Order Form:

- Standard Support: Company's normal Business Hours.
- Extended Support: As specified in the Order Form.
- Premium Support: As specified in the applicable Support Plan.
- Emergency Support: Subject to availability and the applicable Support Plan.

E.5 Incident Severity Levels

Support incidents may be classified by the Company acting reasonably as follows:

Severity 1 – Critical

- Complete production outage.
- Core Software unavailable.
- No reasonable workaround available.
- Critical business operations materially affected.

Severity 2 – High

- Major functionality unavailable.
- Significant operational impact.
- Temporary workaround may exist.

Severity 3 – Medium

- Limited functional impairment.
- Non-critical feature affected.

- Business operations substantially continue.

Severity 4 – Low

- Minor defect.
- Cosmetic issue.
- General enquiry.
- Documentation clarification.
- Enhancement request.

E.6 Target Response Times

Unless otherwise agreed:

Severity	Initial Response Target
Severity 1	2 Business Hours
Severity 2	4 Business Hours
Severity 3	1 Business Day
Severity 4	2 Business Days

These are response targets and not guaranteed resolution times.

E.7 Resolution Objectives

The Company shall use commercially reasonable efforts to:

- investigate reported incidents;
- diagnose problems;
- provide workarounds where available;
- implement corrections where appropriate;
- include fixes in future updates where commercially reasonable.

Resolution times depend upon the complexity, reproducibility, third-party dependencies, and operational circumstances affecting the reported issue.

E.8 Scheduled Maintenance

The Company may perform scheduled maintenance, updates, upgrades, or infrastructure activities.

Where reasonably practicable:

- advance notice shall be provided;
- maintenance shall be scheduled to minimise disruption;
- emergency maintenance may be performed without prior notice where reasonably necessary.

E.9 Customer Responsibilities

The Customer shall:

- promptly report incidents;
- provide accurate diagnostic information;
- cooperate in troubleshooting;
- install supported Software versions;
- maintain supported operating environments;
- implement recommended updates where appropriate;
- maintain appropriate backups unless expressly undertaken by the Company.

Failure to fulfil these responsibilities may affect the Company's ability to meet the service levels described in this Schedule.

E.10 SLA Exclusions

The SLA does not apply to service interruptions arising from:

- Force Majeure events;
- Customer misuse;
- unauthorised modifications;

- unsupported configurations;
- third-party software or hardware;
- Customer network failures;
- internet connectivity failures outside the Company's control;
- cybersecurity incidents not caused by the Company;
- scheduled maintenance;
- emergency maintenance; or
- circumstances beyond the Company's reasonable control.

E.11 Service Credits

Unless expressly provided in the applicable Order Form:

- no service credit, financial credit, refund, or compensation shall arise solely because a service target was not achieved.

Where service credits are expressly agreed, the applicable Order Form shall specify:

- eligibility criteria;
- calculation methodology;
- maximum credit;
- claim procedure; and
- any exclusions.

E.12 Performance Measurement

The Company may use its operational records, monitoring systems, support systems, ticketing systems, maintenance records, and other commercially reasonable evidence to assess compliance with this SLA.

E.13 Changes to Support Services

The Company may reasonably improve, modify, reorganise, or replace its internal support processes, provided that such changes do not materially reduce the Customer's contractual service entitlements.

E.14 Relationship with the Agreement

This Schedule shall be read together with:

- Article 5 (Support, Maintenance & Professional Services);
- Article 10 (Warranties & Disclaimers);
- Article 13 (Term & Termination);
- Article 17 (General Provisions); and
- all other relevant provisions of the Agreement.

In the event of any inconsistency:

- the applicable Order Form shall prevail regarding Customer-specific service commitments;
- this Schedule shall prevail regarding general SLA procedures;
- the Master Software Licence Agreement shall prevail regarding legal rights and obligations.

E.15 Schedule Interpretation

This Schedule establishes the operational framework for support and maintenance services.

The specific support plan, service availability, response targets, maintenance entitlements, escalation procedures, service credits (if any), premium support options, and Customer-specific service commitments shall be determined exclusively by the applicable Order Form.

Nothing contained in this Schedule shall:

- guarantee uninterrupted or error-free Software operation;
- guarantee a specific resolution time;
- expand the Company's obligations beyond those expressly agreed; or

- modify the Master Software Licence Agreement except where expressly authorised therein.

SCHEDULE F

INFORMATION SECURITY, DATA PROCESSING & BACKUP REQUIREMENTS

F.1 Purpose

This Schedule establishes the general information security, operational security, data processing, backup, recovery, and business continuity framework applicable to the Software and Services provided under the Master Software Licence Agreement.

This Schedule shall be read together with Article 9 (Data Protection & Privacy), Article 16 (Compliance, Export Control & Anti-Corruption), and all other applicable provisions of the Agreement.

Unless expressly stated in the applicable Order Form, this Schedule does not guarantee any particular security certification, recovery objective, or technical architecture.

F.2 Information Security Framework

The Company shall implement and maintain commercially reasonable administrative, technical, organisational, and physical safeguards appropriate to:

- the nature of the Software;
- the sensitivity of the information processed;
- reasonably foreseeable security risks;
- evolving industry practices; and
- the Applicable Laws.

Security measures may be reviewed and improved from time to time.

F.3 Access Management

Where applicable, security controls may include:

- user authentication;
- password management;
- multi-factor authentication (where supported);
- role-based access control;
- least-privilege access principles;

- privileged account management;
- session management;
- account review procedures; and
- secure user provisioning and de-provisioning.

F.4 Encryption

Where commercially appropriate and technically supported, the Company may implement encryption for:

- data in transit;
- data at rest;
- backup media;
- administrative communications; and
- authentication credentials.

The specific encryption technologies and standards may change over time to reflect evolving security practices.

F.5 Infrastructure Security

Security measures may include:

- network security controls;
- firewall protection;
- endpoint protection;
- intrusion detection and prevention;
- malware protection;
- vulnerability management;
- security monitoring;
- logging and audit trails;
- secure configuration management; and

- system hardening.

F.6 Backup & Recovery

Where backup services are included in the applicable Order Form:

- backups may be performed periodically;
- backup frequency shall depend on the applicable service plan;
- backup retention periods shall be determined by the applicable service offering;
- restoration requests shall be processed using commercially reasonable efforts.

Unless expressly agreed otherwise, the Customer remains responsible for maintaining independent backups of its critical business data.

F.7 Disaster Recovery & Business Continuity

The Company may maintain commercially reasonable business continuity and disaster recovery procedures appropriate to the Services provided.

Unless expressly agreed in the applicable Order Form:

- no specific Recovery Time Objective (RTO) or Recovery Point Objective (RPO) is guaranteed;
- disaster recovery procedures may be revised periodically to improve resilience.

F.8 Security Monitoring & Incident Management

The Company may implement operational processes for:

- security monitoring;
- event logging;
- incident detection;
- incident response;
- vulnerability assessment;
- corrective actions; and

- post-incident review.

Security incidents shall be managed in accordance with Article 9 and Applicable Laws.

F.9 Customer Security Responsibilities

The Customer shall:

- maintain appropriate endpoint security;
- safeguard usernames, passwords, authentication credentials, API keys, and access tokens;
- promptly notify the Company of suspected unauthorised access;
- maintain supported operating environments;
- implement appropriate internal access controls;
- perform independent backups unless expressly undertaken by the Company;
- maintain appropriate antivirus and malware protection;
- cooperate with reasonable security investigations.

F.10 Third-Party Services

Where the Software interfaces with third-party:

- cloud providers;
- hosting providers;
- APIs;
- payment gateways;
- authentication providers;
- databases; or
- other external services,

the availability, security, and performance of those third-party services remain subject to the applicable third-party terms and operational practices.

F.11 Security Audits & Reviews

The Company may periodically review and improve its information security practices.

Nothing in this Schedule requires the Company to disclose:

- source code;
- security architecture;
- vulnerability reports;
- penetration testing reports;
- encryption keys;
- confidential security procedures; or
- other information whose disclosure would materially increase security risks or violate Applicable Laws.

F.12 Security Limitations

The Customer acknowledges that:

- no information security system can eliminate all risks;
- no software environment can guarantee absolute security;
- evolving cyber threats may require operational changes;
- security depends upon cooperation between both Parties.

Nothing in this Schedule constitutes a guarantee against every cybersecurity incident or unauthorised access.

F.13 Relationship with the Agreement

This Schedule shall be read together with:

- Article 8 (Confidentiality);
- Article 9 (Data Protection & Privacy);
- Article 16 (Compliance, Export Control & Anti-Corruption);
- Schedule E (Service Level Agreement);

- and all other relevant provisions of the Agreement.

In the event of any inconsistency:

- the applicable Data Processing Addendum (where executed) shall prevail regarding Personal Data processing;
- the applicable Order Form shall prevail regarding Customer-specific security commitments;
- the Master Software Licence Agreement shall prevail regarding legal rights and obligations.

F.14 Schedule Interpretation

This Schedule establishes the Company's general information security and operational security framework.

The specific security controls, backup frequency, retention periods, disaster recovery commitments, hosting arrangements, encryption standards, security certifications, monitoring services, and Customer-specific security obligations shall be determined exclusively by the applicable Order Form, Service Level Agreement, Data Processing Addendum, or other written document executed by the Parties.

Nothing contained in this Schedule shall:

- guarantee absolute security;
- create obligations beyond those expressly agreed;
- modify the allocation of risk established by the Agreement; or
- override any mandatory requirements imposed by Applicable Laws.

SCHEDULE G

CUSTOMER ACCEPTANCE CERTIFICATE

CUSTOMER ACCEPTANCE CERTIFICATE

1. General Information

Master Software Licence Agreement Reference:
____

Order Form / Statement of Work Reference: ____

Certificate Number: ____

Date of Acceptance: ____

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2. Customer Details

Customer Name: ____

Registered Address: ____

Authorised Representative: ____

Designation: ____

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3. Company Details

Company Name: ____

Authorised Representative: ____

Designation: ____

---

4. Software Information

Software Name: Aurum Flow Candle X

Software Version: ____

Edition: ____

Build Number: ____________________________________

Licence Type: ____________________________________

---

5. Services Delivered

The following Services have been completed (tick where applicable):

☐ Software Installation

☐ Configuration

☐ Data Migration

☐ Integration

☐ User Acceptance Testing (UAT)

☐ Administrator Training

☐ End User Training

☐ Documentation Delivery

☐ Go-Live Support

☐ Other:

---

6. Acceptance Confirmation

The Customer confirms that:

☐ The Software has been delivered in accordance with the applicable Order Form and/or Statement of Work.

☐ The agreed implementation services have been completed.

☐ The Software has been tested by the Customer.

☐ The Customer has been provided a reasonable opportunity to conduct acceptance testing.

☐ The Customer accepts the Software and Services delivered.

---

7. Outstanding Items (if any)

8. Minor Outstanding Items

The Parties acknowledge that any minor outstanding items identified above shall not prevent acceptance unless expressly agreed otherwise in writing.

The Company shall use commercially reasonable efforts to address such items where they fall within the agreed scope of Services.

9. Effect of Acceptance

By signing this Certificate, the Customer acknowledges that:

- the Software and Services identified above have been accepted;
- operational use of the Software may continue in accordance with the Agreement;
- any warranty, maintenance, support, subscription, or other contractual periods shall commence or continue as provided in the Master Software Licence Agreement and the applicable Order Form;
- this Certificate does not waive any rights expressly preserved under the Agreement or the Applicable Laws.

10. Reservation of Rights

Execution of this Certificate shall not:

- constitute acceptance of any Software, Service, or Deliverable not covered by this Certificate;
- waive any rights relating to latent defects, fraud, wilful misconduct, or any matter that cannot lawfully be waived under the Applicable Laws;
- modify the Master Software Licence Agreement except where expressly stated in writing.

CUSTOMER

Authorised Signatory

Name: ______________________________________

Designation: ______________________________________

Signature: ______________________________________

Date: ______________________________________

Company Seal (if applicable)

COMPANY

Authorised Signatory

Name: ______________________________________

Designation: ______________________________________

Signature: ______________________________________

Date: ______________________________________

Company Seal (if applicable)

Schedule Interpretation

This Customer Acceptance Certificate is a standard implementation record.

Execution of this Certificate confirms acceptance only of the Software, Services, or Deliverables specifically identified herein.

Nothing contained in this Certificate shall:

- amend the Master Software Licence Agreement;
- expand the scope of the Software Licence or Services;
- create additional warranties beyond those expressly provided in the Agreement; or
- affect any mandatory statutory rights or obligations under the Applicable Laws.

SCHEDULE H

AUTHORISED CONTACTS & NOTICE DETAILS

H.1 Purpose

This Schedule identifies the authorised representatives, operational contacts, escalation contacts, billing contacts, technical contacts, and formal notice details for the Parties.

This Schedule is administrative in nature and shall be read together with Clause 17.6 (Notices) and all other relevant provisions of the Master Software Licence Agreement.

H.2 Company Details

Company Name: ______________________________________

Registered Office Address:

Principal Business Address (if different):

Website: ______________________________________

General Email: ______________________________________

Telephone: ______________________________________

H.3 Company Authorised Representatives

Contract Authorised Representative

Name: ______________________________________

Designation: ______________________________________

Email: ______________________________________

Telephone: ______________________________________

Technical Contact

Name: ____

Designation: ____

Email: ____

Telephone: ____

Support Contact

Name: ____

Designation: ____

Email: ____

Telephone: ____

Billing / Accounts Contact

Name: ____

Designation: ____

Email: ____

Telephone: ____

Legal / Compliance Contact

Name: ____

Designation: ____

Email: ____

Telephone: ____

H.4 Customer Details

Customer Name: ____

Registered Office Address:

Principal Business Address (if different):

Website: ____

General Email: ____

Telephone: ____

H.5 Customer Authorised Representatives

Contract Authorised Representative

Name: ____

Designation: ____

Email: ____

Telephone: ____

Project Manager

Name: ____

Designation: ____

Email: ____

Telephone: ____

Technical Contact

Name: ____

Designation: ______________________________________

Email: ______________________________________

Telephone: ______________________________________

Billing / Accounts Contact

Name: ______________________________________

Designation: ______________________________________

Email: ______________________________________

Telephone: ______________________________________

Legal / Compliance Contact

Name: ______________________________________

Designation: ______________________________________

Email: ______________________________________

Telephone: ______________________________________

H.6 Formal Notice Details

Unless updated in accordance with Clause 17.6 (Notices), formal contractual Notices shall be sent to the following addresses:

Company

Notice Address:

Notice Email: ______________________________________

Customer

Notice Address:

Notice Email: ______________________________________

H.7 Emergency Escalation Contacts (Optional)

Company

Name: ______________________________________

Designation: ______________________________________

Telephone: ______________________________________

Email: ______________________________________

Customer

Name: ______________________________________

Designation: ______________________________________

Telephone: ______________________________________

Email: ______________________________________

H.8 Updating Contact Details

Either Party may update the information contained in this Schedule by providing written notice in accordance with Clause 17.6 (Notices).

Administrative changes to names, job titles, telephone numbers, email addresses, or postal addresses shall not constitute an amendment to the Master Software Licence Agreement and shall become effective on the date specified in the update notice or, if no date is specified, upon deemed receipt in accordance with Clause 17.6.

H.9 Schedule Interpretation

This Schedule is maintained solely for administrative and communication purposes.

Nothing contained in this Schedule shall:

- amend the Master Software Licence Agreement;
- alter the authority of any individual beyond that expressly granted by the relevant Party;
- modify any commercial, legal, technical, or licensing obligations under the Agreement; or
- affect any mandatory statutory rights or obligations under the Applicable Laws.

In the event of any inconsistency between this Schedule and Clause 17.6 (Notices), Clause 17.6 shall prevail.

EXECUTION PAGE

MASTER SOFTWARE LICENCE AGREEMENT

This Master Software Licence Agreement ("Agreement") is executed by the Parties through their duly authorised representatives.

By signing below, each Party confirms that:

- it has carefully read and understood this Agreement;
- it agrees to be legally bound by all of its terms and conditions;
- the individual signing below is duly authorised to execute this Agreement on behalf of the relevant Party;
- all required internal approvals and corporate authorisations have been obtained; and
- this Agreement shall become effective on the Effective Date specified in the Agreement, subject to its valid execution by both Parties.

EXECUTION DETAILS

Agreement Title:
Master Software Licence Agreement

Software:
Aurum Flow Candle X

Agreement Version:
Version 2.0

Effective Date: ______________________________________

Agreement Reference No.: ______________________________________

Place of Execution: ______________________________________

FOR THE COMPANY

Company Name: ______________________________________

Authorised Signatory

Name: ______________________________________

Designation: ____________________________________

Signature: ____________________________________

Date: ____________________________________

Company Seal (if applicable)

FOR THE CUSTOMER

Customer Name: ____________________________________

Authorised Signatory

Name: ____________________________________

Designation: ____________________________________

Signature: ____________________________________

Date: ____________________________________

Company Seal (if applicable)

WITNESS – COMPANY

Witness Name: ____________________________________

Address: ____

Signature: ____________________________________

Date: ____________________________________

WITNESS – CUSTOMER

Witness Name: ____________________________________

Address: ____

Signature: ____________________________________

Date: ______________________________

EXECUTION CONFIRMATION

The Parties acknowledge that:

1. This Agreement may be executed in one or more counterparts.
2. Electronic signatures, digital signatures, and physical signatures shall each constitute valid execution to the extent permitted by the Applicable Laws.
3. Each executed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same Agreement.
4. This Execution Page forms an integral part of the Master Software Licence Agreement.
5. Execution of this Agreement does not affect any mandatory legal requirement relating to stamping, registration, notarisation, or other formalities required under the Applicable Laws.

RECORD OF EXECUTION

Particulars	Company	Customer
Date Signed	______________	______________
Place Signed	______________	______________
Executed By	______________	______________
Designation	______________	______________

End of Master Software Licence Agreement

Version: 2.0

Document Status: Final