
SARDINA TERMS AND CONDITIONS OF SALE

1. Definitions and interpretation

1.1. The following words have the following meaning in these conditions.

- A. "Agreement" (also referred to as "Contract") means the contract between the Parties, comprising the Terms of the License Agreement, the Purchase Order, the Maintenance and Support Agreement (if any) and such other terms as the Parties may further incorporate into their contract by explicit agreement (to be executed in writing or electronically or at least in a manner that allows repeated reproduction of the transaction document);
- B. "Customer" means the person or entity identified in the Purchase Order as the Customer;
- C. "Seller" (also referred to as "Licensor") means Sardina Systems BV, a private limited company incorporated under the laws of the Kingdom of the Netherlands, company (KVK) number 94913641, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time;
- D. "Sanctions and Export Controls" means all laws and regulations relating to economic and trade sanctions and export controls of (without limitation) the UK, and EU and any other applicable sanctions and export control laws and regulations in the Customer's place of establishment or place of business;
- E. "License" means the Software license and Open-Source component license, if any, granted to the Customer hereunder as further defined in License Agreement;
- F. "License Agreement" means the Sardina End-User License;
- G. "Party" means each of the Customer and the Seller (collectively, the "Parties");
- H. "Purchase Order" means a transaction document in accordance with the format set out in License Agreement whose purpose is a) specify the Customer's request to obtain a License for the Software, b) to provide the Customer with the License, subscribe the Customer to Support Services and/or c) otherwise define the Parties' relationship concerning the Software and/or the Support Services;
- I. "Software" (also referred to as "Goods") means the computer program(s) specified in the Purchase Order and/or such other computer program(s) as the Licensor may license to the Customer hereunder, in either case: (a) including such fixes, patches, updates, enhancements, upgrades, other modifications and replacements thereof as the Licensor (or, where applicable, Sardina) may from time to time provide to the Customer; and (b) excluding all Third-Party Software;
- J. "Support Services" means such Software-related maintenance and support services as purchased by the Customer hereunder. The services purchased are specified in the Purchase Order and may be further described in the Maintenance and Support Agreement;
- K. "Terms" means the end-user license and support terms defined in the Purchase Order or other agreement between the Parties;
- L. Quotation (also referred to as "Quote") means Seller's written quotation set forth for prospective Customers, which quote includes: the amount of the fees for a given duration for the corresponding amount of License, a description and version of the Software being licensed.

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- 1.2. Condition headings do not affect the interpretation of these conditions. References to conditions are to the conditions within these terms and conditions.
 - 1.3. A reference to any statute or statutory instrument shall be construed as including a reference to any modification, extension or reenactment thereof from time to time.
 - 1.4. Words in the singular include in the plural and vice versa.
 - 1.5. Any words following the terms “including”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. Acceptance of Conditions
 - 2.1. All quotations are made and all orders are accepted by the Seller subject to these conditions.
 - 2.2. The Customer acknowledges and agrees that:
 - A. Any order placed is deemed to be placed in accordance to the Purchase Order as defined under the License Agreement.
 - B. The License Agreement, including all applicable terms, conditions, and limitations, shall apply in full to any order placed.
 - C. If it has not been provided, a copy of the License Agreement will be provided upon request.
 - 2.3. These conditions shall apply to and are incorporated in the Contract to the exclusion of any other terms or conditions contained in or referred to in the Customer’s purchase order, confirmation of order and/or other documentation and/or which are implied by law, trade custom, practice or course of dealing.
 - 2.4. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Seller unless in writing and signed by a duly authorized representative of the Seller.
 - 2.5. The United Nations Convention of the International Sale of Goods shall not apply to the Contract.
 - 2.6. It is the Customer’s obligation, responsibility and cost to comply with all applicable requirements and restrictions imposed by law or by governmental or other authorities relating to the possession, use, import, export and/or resale of the Goods.
 - 2.7. Where necessary, the Customer shall inform the Seller at a reasonable time before delivery of any documents which it is necessary for the Seller to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.
 - 2.8. By placing an order for the Software, whether by issuing a Purchase Order, accepting a Quotation, or through any other agreed means, the Customer confirms acceptance of the terms of this General Terms and Conditions Agreement, the License Agreement and Software Maintenance and Support Agreement.
 - 2.9. The Seller retains the right to reject any order that does not comply with the agreed terms, conditions, or applicable policies.
 3. Cancellation procedure
 - 3.1. No order which has been acknowledged or delivered by the Seller may be cancelled in whole or in part by the Customer.
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4. Basis of sale

- 4.1. Any issued Quotation is valid for a period of 30 days, or another period set up in Quotation, only from the time of issue by the Seller and automatically lapses on expiry of such period.
- 4.2. The Seller may withdraw its Quotation without liability at any time prior to the expiry of such period by written notice to the Customer.
- 4.3. Any order placed upon a Quotation or otherwise shall be accepted entirely at the discretion of the Seller and if so accepted shall only be accepted upon these conditions.
- 4.4. The Customer shall ensure that all orders are complete and accurate. The Seller shall not be obliged to agree to any amendments to an order once the order has been submitted to the Seller.
- 4.5. Each order or acceptance of a Quotation for Software by the Customer shall be deemed to be an offer by the Customer to purchase the relevant Goods subject to these conditions.
- 4.6. A binding contract shall not come into existence between the Seller and the Customer unless and until the Seller issues a written order acknowledgement to the Customer or the Seller delivers the Goods to the Customer (whichever occurs earlier).
- 4.7. The Seller may deliver the Software in separate phases, which should be agreed before Parties prior the delivery of first phase. Each module or phase shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each module or phase could constitute a separate Contract, and the cancellation or termination of any single Contract by either party shall not entitle the Customer to cancel or terminate any other Contract or phase related to the Software delivery.
- 4.8. The Customer indemnifies the Seller in full and holds the Seller harmless from and against all losses, damages, costs, penalties, fines, expenses and liabilities that the Seller may incur (directly or indirectly including financing costs and legal costs on a full indemnity basis) following any breach by the Customer of any of its obligations under these conditions.
- 4.9. The Customer acknowledges and agrees that:
 - A. the Customer's use of such Software is subject to the rights and restrictions for use of the software as are imposed by the owner of the intellectual property rights in the software and the Customer shall comply with all applicable license agreements, terms of use and registration requirements relating to the same;
 - B. nothing in these conditions will be construed as assigning to the Customer any intellectual property rights in such Software;
 - C. the Seller gives no warranty in respect of such software and shall not be liable to the Customer in respect of any defect or error in such software or any other loss, damage, costs, penalties, fines, expenses or liabilities arising from use of such software, but nothing in this condition shall affect any warranty that may be provided by any third party in respect of any such software; and
 - D. the Seller accepts no returns in respect of the Software.

5. Quantity and description

- 5.1. The quantity of the License and description of the Software shall be as set out in the Purchase Order (as defined under the License Agreement) or Quotation.

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- 5.2. All samples, drawings, descriptive matter, specifications and advertising issued by the Seller, and any descriptions or illustrations contained in the Seller's catalogues, brochures and/or other advertising materials are issued or published for illustrative purposes only and they do not form part of the Contract.
- 5.3. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. Where the price of the Software quoted by the Seller to the Customer is incorrect due to any such error or omission, the Seller will notify the Customer as soon as such a mistake comes to the Seller's attention and:
- A. If the Software's correct price is less than the quoted price, the Customer will be charged the lower amount when the Software are delivered;
- B. If the Software's correct price is higher than the quoted price, the Customer may either cancel the order or choose to continue with the order at the correct higher price.
- 5.4. Any advice or recommendation given by the Seller or its employees, contractors, agents or other authorized representatives to the Customer or its employees, contractors, agents or other authorized representatives about the storage, application or use of the Software is followed or acted on entirely at the Customer's own risk.
6. Delivery, safety & risk
- 6.1. All delivery times stated by the Seller are given in good faith but are estimates only and are subject to revision from time to time. Time is not of the essence as to the delivery of the Goods. Delay in the delivery of the Software shall not be a breach of Contract and the Seller shall not be liable for the consequences of any delay in delivery, howsoever caused.
- 6.2. The Seller may deliver the Software in advance of the estimated delivery date on written prior notice to the Customer.
- 6.3. If the Seller fails to deliver the Software within 14 days of the estimated delivery date due to reasons attributable solely to the Seller, the Customer may cancel the Contract by notice in writing to the Seller, subject to condition 6.5, provided that:
- A. The Customer on such cancellation has no further claim and hereby waives all claims against the Seller in respect of that Contract.
- 6.4. Without prejudice to the foregoing, if the Customer accepts delivery of the Software after the estimated delivery time, it hereby waives all claims against the Seller in respect of such delay.
- 6.5. Risk in the Software shall pass to the Customer from the time of delivery. Delivery shall take place as specified in the Seller's acknowledgement of order or as otherwise confirmed to the Customer and shall take place through electronic transfer, where risk shall pass once the Software has been made available for download from the Seller's systems.
- 6.6. For the avoidance of doubt, if the Software delivery is delayed due to any act, omission, or failure on the part of the Customer, risk shall pass at the originally scheduled delivery time.
- 6.7. Should the Seller provides services to install the Software on the Customer's systems, risk explicitly pass prior to commencement of such installation services.

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- 6.8. Where the Seller provides services to install the Software on the Customer's systems, at the Customer's premises (or other premises specified by the Customer), the Customer shall be responsible for preparing the delivery location as well as hardware for the installation of the Software and for the provision of all necessary access and facilities reasonably required to install the Software. The Seller may decline to install the Software if it feels that it would be unsafe, unlawful or unreasonably difficult to do so or if the premises (or access to them) is unsuitable. If the Seller is prevented from carrying out installation on the specified date due to reasons set out in this condition 6.6, or the Customer fails to take accept installation of the Software, the Seller may (in its absolute discretion) levy additional charges to the Customer to cover the Seller's costs and losses arising from this event, including (without limitation) the additional personnel, management, travel and subsistence costs, any subsequent installation costs (which may exceed originally quoted amounts), and any related costs.
- 6.9. Where the Seller provides services to install the Software on the Customer's systems, the Customer acknowledges that following provision of software deployment validation report, the Customer shall deemed to have accepted the installation of the Software. All software error, damage or defect identified as part of or subsequent to the software deployment validation report shall be subject to the Maintenance and Support Agreement.
- 6.10. Subject to the Maintenance and Support Agreement, should the Customer notify the Seller that the Software is erroneous, the Customer shall grant the Seller (and/or its authorized representative) remote access to the premises as well as hardware on which the Software is installed and to the Software in order that the Software may be inspected. The Customer shall provide all necessary access as may be requested by the Seller. The Seller may decline to provide support or corrective measures should such access not be granted. In the event that such is not granted by the Customer within 7 days of the Customer's notification of the Software being damaged or defective, then the Customer shall be deemed to have accepted the Software and delivery shall be complete.
- 6.11. The Seller may deliver the Goods in installments. Each installment shall be treated as a separate Contract. Where the Goods are to be delivered in installments or against call-off and the Customer either:
- A. Fails to accept any delivery when due; or
 - B. Defaults in making any payment when due, then the Seller may cancel any or all subsequent deliveries and the Customer shall compensate the Seller in full for any loss or expense arising from such cancellation and, notwithstanding the Seller's duty to mitigate its loss, the Customer shall compensate the Seller in full for the loss of the price in respect of Goods ordered but not delivered.
- 6.12. The Customer is responsible for obtaining at its own cost such import licenses and other consents that are required in respect of delivery of the Software and, if required by the Seller, the Customer shall make those licenses and consents available to the Seller prior to delivery.

7. Price

- 7.1. Unless otherwise stated by the Seller and subject to any adjustment permitted by these conditions, the price for the Software will be the price set out in the Seller's order acknowledgement or (if none is issued) the Seller's Quotation.
- 7.2. The price in a quotation does not include unless otherwise specified:

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- A. Any VAT and/or any other tax or duty relating to the manufacture, export, import, sale or delivery of the Software;
 - B. Any cost of effecting delivery;
 - C. Any special packaging, alteration or modification to the order required by the Customer; or
 - D. Any insurance, which may be payable by the Customer in addition to the price of the Software.
 - E. The price is based on the description and quantity of the License as set out in the Purchase Order and any other information provided by the Customer. The Seller reserves the right (in its absolute discretion) to amend the price to cover any increase in cost which may arise as a result of an additional amount of additional Software licenses being requested by the Customer which the Seller agrees to provide and/or additional or incomplete instructions or information being provided by the Customer.

7.3. The Seller requires the Customer to make full payment upfront prior to the delivery or activation of the Software, unless they have an approved credit accept with the Seller, as set out in condition 8. Any payment made by the Customer is non-refundable, unless otherwise expressly agreed in writing by an authorized officer of the Seller acting reasonably. This applies regardless of whether the Software has been downloaded, activated, or otherwise accessed by the Customer.

7.4. Rates of tax and duty on the Software will be those applying at the time of delivery. The Customer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller any value added tax that is chargeable on the supply of the Software.

7.5. Quotations in a currency other than the Euro are based on the rate of exchange at the time of quoting and (unless otherwise agreed in writing between the parties) the Seller reserves the right to vary the price if a different rate of exchange is applicable at the date of invoice.

7.6. The Seller may invoice the Customer for the Goods at any time on or after the delivery of the Software or any installment of the Software (as appropriate). If any delivery is postponed at the request or by the default of the Customer then the Seller may submit its invoice at any time after the Software are ready for delivery or would have been ready but for such request or default on the part of the Customer.

8. Payment terms

8.1. The Customer shall pay the price of the Software via bank transfer or otherwise in cleared funds on the date of delivery, unless they have an approved credit account with the Seller.

8.2. If the Customer has an approved credit account with the Seller, payment is due no later than 30 days after the date of the Seller's invoice unless otherwise agreed in writing by the Seller.

8.3. If the Customer fails to pay the Seller in full on the due date the whole of the balance of the price for the Goods then outstanding shall become immediately due and payable and without prejudice to any other right or remedy available to the Seller and notwithstanding the retention of title pursuant to condition 9, the Seller may:

- A. Terminate the Contract or suspend or cancel future deliveries of the Goods;
- B. Cancel any discount offered to the Customer;
- C. Charge interest on the amount outstanding at the rate equivalent to that set pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, calculated (on a daily basis) from the date of

invoice until the date of payment (before and after any judgment, unless the court orders otherwise), compounded on the first day of each calendar month.

- 8.4. If the Customer has an approved credit account the Seller reserves the right to withdraw it or reduce the credit limit or bring forward the date for repayment. The Seller may do any of these at any time without notice.
 - 8.5. The Customer does not have the right to withhold payment or set off any monies due to the Seller against any monies the Seller owes to the Customer.
 - 8.6. The Customer consents to the Seller making credit reference and other enquiries for the purpose of assessing the credit worthiness of the Customer and holding the results of the same for its records.
 - 8.7. Without prejudice to any other rights it may have under law and this Contract, all sums payable to the Seller under the Contract become immediately due and owing on its termination.
 - 8.8. Time for payment of the price shall be of the essence of the Contract.
9. Warranty and limitation of liability
- 9.1. Representations and Warranties as set out in the License Agreement applies in full.
 - 9.2. The Seller gives no other warranties and hereby excludes to the maximum extent permitted by law the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and all other warranties, representations, terms and other conditions (whether express or implied) as to the Goods and/or their delivery.
 - 9.3. Subject to condition 9.5, the Seller shall under no circumstances whatever be liable to the Customer, whether in tort (including negligence), contract, misrepresentation or otherwise for any:
 - A. Loss of profits;
 - B. Loss of business;
 - C. Loss of goodwill;
 - D. Loss of anticipated savings;
 - E. Loss of goods;
 - F. Loss of contract;
 - G. Loss or corruption of data or information; or
 - H. Special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, arising under or in connection with the Contract.
 - 9.4. The Seller's total liability to the Customer in contract, tort (including negligence), misrepresentation, restitution or otherwise arising under or in connection with the Contract shall be limited to the lower of the invoice price of the Software in the Contract or the amounts in accordance to the License Agreement.
 - 9.5. The Seller hereby excludes, to the maximum extent permitted by law, all liability in respect of all and any claims that the sale, supply and/or use of the Software infringes the intellectual property of a third party.

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- 9.6. The Seller may from time to time make a recommendation or give advice as to the compatibility of Software and/or their suitability for use in respect of the Customer's system or network. The Customer relies on all such recommendations and advice at its own risk. The Seller hereby excludes, to the maximum extent permitted by applicable law, all liability to the Customer should it rely on or otherwise take action in respect of the Seller's recommendations or advice.

10. Specification

- 10.1. The Seller shall be entitled to modify the designs and specifications for Software without prior notification, provided such modification does not materially affect the performance of the Software.
- 10.2. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Contract.

11. Termination

- 11.1. Without prejudice to any other right or remedy available to the Seller, the Seller may terminate the Contract or suspend any further deliveries under the Contract without liability to the Customer if any of the following events occur:
- A. The ability of the Customer to accept delivery of the Software is delayed, hindered or prevented by circumstances beyond its reasonable control; or
 - B. An order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Customer; or
 - C. An order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors; or
 - D. A receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or
 - E. The Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
 - F. The Customer ceases, or threatens to cease, to trade; or
 - G. The Customer takes or suffers any similar or analogous action to those set out above in this condition 11.1 in any jurisdiction in consequence of debt.
- 11.2. The Customer shall inform the Seller (in writing) immediately if the Customer becomes insolvent or suffers any other event pursuant to condition 11.1.
- 11.3. Notwithstanding the Seller's retention of title to the Software, the Seller reserves the right to take legal proceedings to recover the price of Software supplied should the Customer not pay the Seller by the due date.

11.4. If the Customer uses a banking facility, factor or invoice discounter who may claim security over the Customer's assets, the Customer must notify such entity of the Seller's property rights over Software.

11.5. On termination of the Contract for any reason, the provisions of this clause 11 shall remain in effect.

12. Confidentiality

12.1. The Customer undertakes that it shall not at any time during the Contract, and for a period of 6 (six) years after delivery disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Seller disclosed to or otherwise obtained by the Customer under or in connection with the Contract, including the existence and terms of the Contract and any associated documentation (including any invoices), except as permitted by condition 12.2.

12.2. The Customer may disclose the Seller's confidential information:

- A. To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Customer's obligations under the Contract. The Customer shall procure that its employees, officers, representatives or advisers to whom it discloses the Seller's confidential information comply with this condition 12; and
- B. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3. The Customer shall not use any of the Seller's confidential information for any purpose other than to perform its obligations under the Contract.

12.4. The Seller does not make any express or implied warranty in relation to the accuracy or completeness of, and reserves all rights in, its confidential information. No rights in respect of the Seller's confidential information other than those expressly stated in this condition 12 are granted to the Customer or to be implied from these conditions.

12.5. The Customer acknowledges and agrees that the Seller would not have an adequate remedy at law and would therefore be irrevocably harmed in the event that the terms of this condition 12 were breached. It is, accordingly, agreed that the Customer will not object to the Seller obtaining equitable relief, including injunctions and specific performance, in the event of any breach of the terms of this condition 12 by the Customer, in addition to all the remedies available to the Seller at law or otherwise at equity and in the court of any relevant country.

12.6. The provisions of this condition 12 shall continue to apply after termination of the Contract.

13. Force majeure

13.1. The Seller reserves the right without liability to the Customer to defer the date of delivery, or to cancel the Contract or reduce the amount of Software license ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation force majeure events such as but not limit to: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, act of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, volcano, or default of suppliers or sub-contractors.

14. General

- 14.1. The Seller's employees, contractors and agents are not authorized to make any contractually binding representations concerning the Software. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations. However, nothing in these conditions limits the Seller's liability for fraudulent misrepresentation.
- 14.2. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 14.3. The Customer shall not, without the prior written consent of the Seller, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. The Seller may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.4. The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else. The Contracts (Rights of Third Parties) Act 1999, to the extent it is applicable to the Contract, is hereby expressly excluded.
- 14.5. Any notice amending or terminating this Agreement must be made in writing or electronically (e.g. DocuSign) (the latter form shall suffice even if the Agreement itself has been executed in writing). The Parties acknowledge that in order for a transaction to be considered electronically made it must comply with the requirements of the applicable law. The Parties have agreed that digital signature is equal to signature by handwriting, provided a legally compliant electronic signature is being used (e.g. DocuSign). This Agreement and any transaction relating hereto, including any amendment or termination hereof, may be executed in counterparts. Any notice communicated via email shall be deemed to have been served 24 hours after the email has been acknowledged by the recipient's mail server.
- 14.6. If any provision or part provision of these conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, it shall be deleted from these conditions and the other provisions and parts of the same provision shall remain in full force and effect.
- 14.7. No variation to these conditions shall apply unless agreed in writing by an authorized signatory of both parties.
- 14.8. Nothing in these conditions or in a Contract shall be intended to, or shall operate to, create a partnership between the parties or to authorize either party to act as agent for the other. Neither party shall have the right to act in the name of or on behalf of the other or to bind the other in any way.
- 14.9. If the Customer is more than one person, each of the Customers has joint and several obligations and liability to the Seller under these conditions.
- 14.10. The Seller reserves the right at any time and without liability to correct any clerical, typographical or similar errors or omissions made by its employees, contractors or agents.

14.11. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.

15. Regulatory compliance

15.1. The Customer warrants and agrees that it shall (and shall procure that its directors, officers, agents, affiliates and employees shall):

- A. Observe and comply with all Sanctions and Export Controls;
- B. Not sell, transfer, export, re-export, or forward the Software to any individual, entity or jurisdiction subject to Sanctions and Export Controls;
- C. Determine export and import licensing or permitting requirements for the Software, obtain any required licenses and permits, and ensure that any such licenses, permits and authorizations are provided to the Seller within 5 working days, on request;
- D. Keep records relating to the Software, including but not limited to, any documents relating to the sale, transfer, export, re-export, or forwarding of the Software, for a minimum of 5 years after entering into the Contract with the Customer.

15.2. The Seller assumes no liability to the Customer or any other person for the Customer's acts of non-compliance with Sanctions and Export Controls.

16. Governing law and jurisdiction

16.1. The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

16.2. Subject to condition 16.3, the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

16.3. Nothing in this condition 16 shall limit the right of the Seller to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the Seller from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.