PEAK MOBILE INSIGHT (PMI) SUBSCRIPTION TERMS

1.   INTERPRETATION

1.1   The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement: the agreement between the parties relating to the provision and use of the Services, incorporating these terms, the Order, and any further documents expressly incorporated by reference.

APK: means the Android Package Kit file provided and made accessible by Peak Technologies for deployment on each Device.

Authorised Users: those employees, agents and contractors (but excluding the Customer's affiliates and/or members of its corporate group) of the Customer who are authorised by the Customer to use the Services, as further described in clause 1.2.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or would be regarded by a reasonable business person as being confidential, as well as information identified as Confidential Information in clause 11.4.

Content: any and all data and content accessible or made available via the Services, including but not limited to the Software and any documents, images, videos, downloadable files and other media.

Customer: the legal person purchasing access to the Services, as specified in the Order.

Customer Data: the data inputted by the Customer, Authorised Users, or Peak Technologies on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: (i) the EU General Data Protection Regulation 2016/679 ("EU GDPR") and EU Member State laws or regulations implementing or supplementing the EU GDPR; (ii) the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 as transposed into UK law pursuant to the European Union (Withdrawal) Act 2018 (UK GDPR) and any subsequent UK or EU data protection legislation, including any laws which replace, extend, re-enact, consolidate or amend any of the foregoing (whether or not before or after the date of this Agreement).

Device: each device operated by the Customer and in respect of which it accesses and uses the Service, subject to having a valid Subscription Licence in place.

Effective Date: the date for commencement of the Services, as set out in the Order (or otherwise being the date on which the Order is signed by or on behalf of both parties).

Initial Subscription Term: the initial term of this Agreement, as set out in the Order.

Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day.

Order: the quotation prepared by Peak Technologies for the Customer which is signed or otherwise accepted by the Customer and which incorporates these terms, in each case setting out the Services, number of Devices, Subscription Fees, Initial Subscription Term and any other relevant terms applicable to the performance of this Agreement.

Peak Technologies: the legal entity permitting the Customer's access to the Services, as specified in the Order.

Platform: the online management portal provided and made accessible by Peak Technologies for the performance and use of the Services.

Services: the Peak Mobile Insights (PMI) services provided by Peak Technologies to the Customer under this Agreement, as more particularly described in the Order.

Software: the Platform and client APK provided and made accessible by Peak Technologies for the performance and use of the Services.

Subscription Fees: the fees payable by the Customer to Peak Technologies for the provision of the Services, as set out in the Order.

Subscription Licence: each subscription purchased on a 'per device' basis by the Customer pursuant to this Agreement (and as detailed in the Order) which entitles the Customer to access and use the Services in connection with that Device.

Third Party Software: third party software, products and services integrated, interfaced with or otherwise accessible via the Services, or otherwise used by the Customer in conjunction with the Services, including those connected via API.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2   Any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement.

1.3   A reference to a 'party' includes that party's personal representatives, successors and permitted assigns.

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

1.5   A reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.6   Words in the singular include the plural and vice versa.

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

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

1.9   A reference to any law or legislation is a reference to that law or legislation as amended, recast, replaced, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation.

2.   **LICENCE**

2.1   Subject to the Customer purchasing the Subscription Licences in accordance with clause 3.2 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, Peak Technologies hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to access and use the Services in connection with the Devices during the Subscription Term for its own internal business purposes (as defined in clause 13.1).

2.2   In relation to the Authorised Users, the Customer undertakes that:

(a)   each Authorised User shall keep a secure password for their use of the Services, that such password shall be changed at reasonable intervals and that each Authorised User shall keep his password confidential; and

(b)   the maximum number of Devices that it authorises to access and use the Services shall not exceed the number of Subscription Licences it has purchased from time to time. In the event that the number of Devices exceeds the number of Subscription Licenses purchased by the Customer, Peak Technologies reserves the right to invoice the Customer for the additional Subscription Licenses being used in accordance with Peak Technologies' current rates.

2.3   The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is harmful, infringing, offensive, discriminatory, obscene or otherwise unlawful or may cause any damage or injury to any person or property.

2.4   The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

    (i) and except to the extent expressly permitted under this Agreement, attempt to copy, adapt, vary, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or

    (ii) attempt to reverse compile, translate, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services in order to build a product or service which competes with the Services; or

(c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, or any Content, available to any third party except the Authorised Users; or

(d) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services. In the event of any such unauthorised access or use, the Customer shall promptly notify Peak Technologies.

3. ADDITIONAL DEVICE SUBSCRIPTIONS

3.1 Subject to clause 3.2, the Customer may, from time to time during any Subscription Term, purchase additional Subscription Licences in excess of the number set out in the Order. If the Customer wishes to purchase additional Subscription Licences, the Customer shall notify Peak Technologies in writing.

3.2 If Peak Technologies approves the Customer's request to purchase additional Subscription Licences, Peak Technologies shall issue an invoice to the Customer. The Customer shall, in accordance with the payment terms specified in the Order, pay to Peak Technologies the relevant fees for such additional Subscription Licences as set out in Peak Technologies' invoice(s) and, if such additional Subscription Licences are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. SERVICES

4.1 Peak Technologies shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this Agreement and in accordance with good industry practice.

4.2 Peak Technologies shall make the APK available to the Customer for download onto its devices. If agreed by the parties in the Order and at the Customer's cost, Peak Technologies shall carry out the installation the APK onto the Customer's devices.

4.3 Peak Technologies shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance, which Peak Technologies shall perform outside Normal Business Hours and in respect of which Peak Technologies shall give the Customer at least 2 Business Days' notice in advance; and

(b) unscheduled maintenance, which may be performed at any time as required to maintain the Services, provided that Peak Technologies shall use reasonable endeavours to conduct such maintenance outside of Normal Business Hours and give the Customer at least 3 Normal Business Hours' notice in advance.

4.4 Peak Technologies will, as part of the Services and at no additional cost to the Customer, provide the Customer with Peak Technologies' standard customer support services during Normal Business Hours. Peak Technologies may amend the Support Services Policy in its sole and absolute discretion from time to time.

5. CUSTOMER DATA

5.1 The Services may enable the Customer to upload, access, edit and export Customer Data. The Customer hereby grants Peak Technologies a non-exclusive, limited licence to access and use such Customer Data to

the extent necessary for the performance of the Services and Peak Technologies' obligations under this Agreement.

5.2 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Peak Technologies to use reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Peak Technologies. Peak Technologies shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Peak Technologies to perform services related to Customer Data maintenance and back-up) and the Customer should therefore keep its own back-ups of Customer Data.

5.4 The Customer permits Peak Technologies and its licensors to, collect, use, and disclose statistical or aggregate information about the Customer's use of the Services, including information about the performance of the Software and other data derived from the use of the Software, for industry analysis, benchmarking, analytics, marketing, to improve or enhance the Software, and other business purposes, provided that all data disclosed will be in statistical or aggregate form only and will not identify the Customer ("Aggregated Data"). The Customer agrees that Peak Technologies and its licensors owns all right, title, and interest in and to such Aggregated Data.

6. DATA PROTECTION

6.1 For the purposes of this clause, the following defined terms shall apply - "Controller", "Processor", "Data Subject", "Personal Data" and "Processing/process" each have the meaning given in the Data Protection Legislation.

6.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Peak Technologies is the Data Processor of any Personal Data comprised in the Customer Data ("**Customer Personal Data**").

6.3 **Instructions.** Peak Technologies shall process Customer Personal Data only to the extent, and in such a manner, as is necessary for the purposes of the Services and in accordance with the Customer's written instructions from time to time and shall not process the Customer Personal Data for any other purpose. If Peak Technologies believes that any instruction received by it from the Customer is likely to infringe the Data Protection Legislation it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

6.4 **Security.** Taking into account the state of technical development and the nature of processing, Peak Technologies shall ensure that it has in place appropriate technical and organisational measures to protect the Customer Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing to ensure a level of security appropriate to the risk and harm that might result from such accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing of the Customer Personal Data.

6.5 **Sub-processing.** Peak Technologies shall:

    (a) have the right to appoint sub-processors for the Processing of the Customer Personal Data, provided that any sub-processor appointed pursuant to this clause shall be subject to a written contract containing materially the same obligations as under this clause 6;

    (b) notify the Customer of any changes made to the appointment of sub-processors; and

    (c) remain fully liable to the Customer for all the acts and omissions of each sub-processor as if they were its own.

6.6 **Personnel.** Peak Technologies shall ensure that all employees, workers and agents who have access to and/or process Customer Personal Data:

    (a) are informed of the confidential nature of the Customer Personal Data and are subject to a binding written contractual obligation to keep the Customer Personal Data confidential;

    (b) have undertaken training relating to handling Personal Data;

    (c) are aware of Peak Technologies' duties as well as their personal duties and obligations under the Data Protection Legislation; and

(d)   shall only have access to such part or parts of the Customer Personal Data as is strictly necessary for performance of that person's duties.

6.7   **International transfers.** Peak Technologies shall not transfer the Customer Personal Data outside of the UK or the European Economic Area without the prior written consent of the Customer.

6.8   **Breach.** Peak Technologies shall promptly inform the Customer if any Customer Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.

6.9   **Records.** Peak Technologies shall, in accordance with the Data Protection Legislation, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Peak Technologies' compliance with the obligations placed on it under this clause 6 and to demonstrate compliance with the Data Protection Legislation.

6.10   **Assistance.** Peak Technologies shall:

(a)   provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Customer may require in relation to the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR or, as applicable, EU GDPR (and any similar obligations under applicable Data Protection Legislation); and

(b)   provide such information, co-operation and other assistance to the Customer as the Customer reasonably requires (taking into account the nature of processing and the information available to Peak Technologies) to ensure compliance with the Customer's obligations under Data Protection Legislation.

6.11   **Deletion/return.** At the end of the provision of the Services relating to the processing of Customer Personal Data, at the Customer's cost and the Customer's option, Peak Technologies shall either return all of the Customer Personal Data to the Customer or securely dispose of the Customer Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Peak Technologies to retain such Customer Personal Data.

6.12   Each party warrants and undertakes that it shall comply with the Data Protection Legislation in the performance of this Agreement.

6.13   The Customer warrants to Peak Technologies that it has all licences, consents and permissions necessary for Peak Technologies to process the Customer Personal Data in accordance with the Data Protection Legislation and as required to deliver the Services and the Customer agrees to indemnify and keep indemnified and defend at its own expense Peak Technologies against all costs, claims, damages or expenses incurred by Peak Technologies as a result of a breach of this warranty.

7.   WARRANTIES

7.1   Peak Technologies warrants and undertakes that the Services will be performed substantially in accordance with the description for the Services set out in the Order and any specification provided to the Customer and using reasonable skill and care.

7.2   Peak Technologies shall not be deemed to be in breach of the warranty and undertaking at clause 7.1 to the extent of any non-conformance which is caused by use of the Services contrary to Peak Technologies' instructions, or modification or alteration of the Services by any party other than Peak Technologies or Peak Technologies' duly authorised contractors or agents or which is attributable to Third Party Software. Subject to the foregoing, if the Services do not conform with clause 7.1, Peak Technologies will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3   Peak Technologies:

(a)   does not warrant that the Customer's use of the Services will be uninterrupted or error-free, or that the Services and/or the information obtained by the Customer through the Services will be accurate and up to date, and/or meet the Customer's requirements; and

(b)   is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the

Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4   Peak Technologies warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8.   CUSTOMER'S OBLIGATIONS

The Customer shall:

(a)   provide Peak Technologies with:

(i)   all necessary co-operation in relation to this Agreement; and

(ii)   all necessary access to such information as may be required by Peak Technologies,

in order to provide the Services, including but not limited to all relevant Customer Data;

(b)   comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c)   carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Peak Technologies shall not be liable for any consequent delay or non-performance of the Services and may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d)   ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for the acts and omissions of its Authorised Users;

(e)   ensure that each Authorised User acknowledges and agrees to any applicable third party terms and conditions made available from time to time to the Customer and the Authorised Users in respect of the Third Party Software; and

(f)   be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Peak Technologies' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9.   CHARGES AND PAYMENT

9.1   The Customer shall pay the Subscription Fees and any other fees set out in the Order to Peak Technologies in accordance with this clause 9 and the Order.

9.2   The Subscription Fees shall be payable in accordance with the payment terms specific in the Order.

9.3   If Peak Technologies has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of Peak Technologies:

(a)   Peak Technologies may, without liability to the Customer, disable the Customer's passwords, accounts and access to all or part of the Services and Peak Technologies shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b)   interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of Peak Technologies' bankers in the UK or EU (as applicable) from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.4   All amounts and fees stated or referred to in this Agreement:

(a)   shall be payable in pounds sterling (GBP) or in euros (EUR) as indicated in the Order;

(b)   are non-cancellable and non-refundable; and

(c)   are exclusive of value added tax, which (if applicable) shall be added to Peak Technologies' invoice(s) at the appropriate rate and payable by the Customer.

10.   PROPRIETARY RIGHTS

10.1   The Customer acknowledges and agrees that Peak Technologies and/or its licensors own all intellectual property rights in the Services and Content. Except as expressly stated herein, this Agreement does not

grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

11.   CONFIDENTIALITY

11.1   Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

      (a)   is or becomes publicly known other than through any act or omission of the receiving party;

      (b)   was in the other party's lawful possession before the disclosure;

      (c)   is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

      (d)   is independently developed by the receiving party, which independent development can be shown by written evidence; or

      (e)   is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body (for the purposes of that disclosure only).

11.2   Each party shall hold the other's Confidential Information in confidence and shall not use the other's Confidential Information, or make it available to any third party, except to the extent necessary for the performance and implementation of this Agreement.

11.3   Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, agents or contractors in violation of the terms of this Agreement and shall be responsible for all acts and omissions of any such employees, agents or contractors.

11.4   The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Peak Technologies' Confidential Information.

11.5   Peak Technologies acknowledges that the Customer Data is the Confidential Information of the Customer.

11.6   This clause 11 shall survive termination of this Agreement, however arising.

12.   LIMITATION OF LIABILITY

12.1   Except as expressly and specifically provided in this Agreement:

      (a)   the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Peak Technologies shall have no liability for any damage caused by errors or omissions in the Customer Data or any information, instructions or scripts provided to Peak Technologies by the Customer in connection with the Services, or any actions taken by Peak Technologies at the Customer's direction;

      (b)   makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any Third Party Software; and

      (c)   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

12.2   Nothing in this Agreement excludes the liability of Peak Technologies:

      (a)   for death or personal injury caused by Peak Technologies' negligence; or

      (b)   for fraud or fraudulent misrepresentation; or

      (c)   any other liability that cannot lawfully be excluded or limited.

12.3   Subject to clause 12.1 and clause 12.2:

      (a)   Peak Technologies shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

(b)   Peak Technologies' total aggregate liability in contract (including any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid or payable during the 12 months immediately preceding the date on which the claim arose.

13.   TERM AND TERMINATION

13.1   Unless otherwise stated in the Order, this Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

(a)   either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b)   otherwise terminated in accordance with the provisions of this Agreement,

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2   Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a)   the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

(b)   the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c)   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d)   the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or serves notice of administration, or has a receiver, manager or administrative receiver appointed over its assets or (being an individual) shall become bankrupt or (being a company) shall have a winding-up order made against it or shall go into liquidation (except for the purposes of a solvent amalgamation or reconstruction and in such manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on the predecessor company under this Agreement);

(e)   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f)   any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(c) to clause 13.2(e) (inclusive); or

(g)   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3   Without affecting any other right or remedy available to it, Peak Technologies shall have the right, by giving at any time written notice to the Customer, to terminate this Agreement immediately if any third party supplier or licensor of any Third Party Software withdraws its consent to the Customer's access and use of the Third Party Software for any reason whatsoever.

13.4   On termination of this Agreement for any reason:

(a)   all licences granted under this Agreement shall immediately and automatically terminate;

(b)   the Customer, or Peak Technologies on behalf of the Customer, shall uninstall the APK from all devices;

(c) each party shall return and make no further use of any Confidential Information and other equipment, property and items (and all copies of them) belonging to the other party;

(d) Peak Technologies may destroy or otherwise dispose of any of the Customer Data in its possession; and

(e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. FORCE MAJEURE

Peak Technologies shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by any acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Peak Technologies or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic or pandemic (including the Covid-19 outbreak) or default of any suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. SEVERANCE

18.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter it covers.

19.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

20. NO ASSIGNMENT

The Customer shall not, without the prior written consent of Peak Technologies, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Peak Technologies may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

21. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the

name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. NOTICES

23.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address or email addresses as may have been notified by that party for such purposes.

23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received 1 Business Day after the day it was sent.

24. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).