

Zaizi Professional Services Terms and Conditions

The following General Terms and Conditions for Professional Services ("Terms and Conditions") are applicable to all professional services engagements performed by Zaizi Ltd ("Zaizi") for any third party ("Client") pursuant to an Zaizi Statement of Work ("SOW"). These Terms and Conditions together with each SOW constitute the whole and complete agreement by and between Zaizi and Client with respect to the subject matter thereof ("Agreement") and shall come into effect on the earlier of (i) both Client and Zaizi signing the SOW or (ii) the commencement of the provision of the Professional Services by Zaizi to the Client.

1. SERVICES

Zaizi shall use commercially reasonable efforts to provide the services described in each SOW ("Professional Services"), either directly or through a subcontractor. Client shall provide Zaizi in a timely manner, at no charge to Zaizi, (i) reasonable assistance and cooperation, and (ii) all applicable software, equipment, documentation, content and other materials necessary for the purpose of enabling Zaizi to perform such services. Zaizi is not responsible for the provision of any direct support or maintenance, or new releases, enhancements or updates, of the Deliverable (as defined below). The Client's obligations set forth herein, including but not limited to all payment obligations, are independent of any obligations, including payment obligations that arise from other agreements between Zaizi and Client.

2. INTELLECTUAL PROPERTY

In the course of performing the services described in the SOW, Zaizi may create software or other works of authorship (collectively "Work Product"). Subject to Client's ownership interest in, and Zaizi's obligations with respect to, Client Confidential Information, Zaizi shall own all right title and interest in and to all Work

Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to the Client pursuant to or in connection with the performance of the SOW (a "Work Product Deliverable"), Zaizi hereby grants to the Client royalty-free, perpetual, worldwide license, without the right to grant or authorize sublicenses, to use such Work Product Deliverable solely for the Client's own internal business purposes. Client may not distribute or otherwise transfer such Work Product Deliverable to any third party. Notwithstanding the foregoing, any Deliverable provided by Zaizi to the Client that is a derivative work, modification or transformation of data provided to Zaizi by the Client for processing, shall be owned by the Client. Nothing in this Agreement shall be deemed to prohibit Zaizi from using for any purpose any general knowledge, skills, techniques or methods it learns in the course of performing the Professional Services.

3. CONSIDERATION

Client shall pay to Zaizi the fees specified in, and in accordance with, the applicable SOW (the "Fees"). If any valid and undisputed Fees payment is overdue, Zaizi shall be entitled, without limiting its other remedies under this Agreement or otherwise, to suspend providing the Professional Services by prior

written notice to the Client until such payment is made in full. Where a valid and undisputed Fees payment is overdue Zaizi shall be entitled, without limiting its other remedies under this Agreement or otherwise, to request the return of all Deliverables to which the overdue Fees payment relates and the Client shall if so requested by Zaizi forthwith return all such Deliverables to Zaizi and cease use of such Deliverables until such time as Fees payment is made. Zaizi may increase the Fee if: (a) the content of the Professional Services increases beyond what is agreed to in the applicable SOW; (b) Client requires any material change to the nature or scope of the Professional Services or any additional work not referred to in the SOW; or (c) any agreed time-table in which the Professional Services are to be performed is amended, the revised Fee being calculated on a time and materials basis at Zaizi's then standard time and materials rate for the additional Professional Services provided.

4. TERMINATION

This Agreement may be terminated by the Client through written notice at any time. Should this agreement be terminated less than 20 business days prior to the Estimated Start Date (other than due to Zaizi's material breach or failure) Zaizi shall be entitled to invoice the Client for any evidenced costs or resources which it has reasonably and properly incurred or scheduled in contemplation of start of the engagement, and which Zaizi cannot reasonably avoid or allay. The Professional Services can be later rescheduled under a revised Statement of Work.

Upon termination of this Agreement for any reason (other than due to Zaizi's material breach or failure), in respect of fixed price work, the Client will pay Zaizi all monies properly due to Zaizi for Deliverables

completed together with a pro rata portion of the fixed sum proportionate to the portion of the next Milestone which has been performed up to the date of termination. Zaizi shall also be entitled to invoice the Client for any additional evidenced costs or resources which it has reasonably and properly incurred or scheduled in relation to the work, and which Zaizi cannot reasonably avoid or allay.

Upon termination of this Agreement by the Client for any reason (other than due to Zaizi's material breach or failure), in respect of time and materials work, the Client will pay Zaizi for all time completed and materials consumed up to the date of termination. Zaizi shall also be entitled to invoice the Client for any additional evidenced costs or resources which it has reasonably and properly incurred or scheduled in relation to the work, and which Zaizi cannot reasonably avoid or allay.

This Agreement may be terminated upon twenty (20) days written notice by either party if the other party materially breaches or materially fails to comply with any of the terms and conditions of this Agreement and fails to remedy the breach or failure prior to the expiry of such notice period. Upon termination by Zaizi under this clause, all rights granted to Client hereunder shall cease and Client shall immediately remove and destroy all copies of the Deliverables or any part thereof. The provisions of this Agreement, other than Clause 1 ("Services"), shall survive termination.

5. ACCEPTANCE

Unless otherwise stated in the SOW (a) completion of a Deliverable ("Completion") shall be deemed to be upon Zaizi notifying the Client in writing that the Deliverable has been completed in compliance with

the terms of this Agreement and delivering the Deliverable to the Client and (b) Client shall be deemed to have accepted the Deliverable as complete ("Acceptance") 14 days following Completion unless it notifies Zaizi that such Deliverable is rejected as it is not in compliance with the terms of this Agreement. If the Client rejects any Deliverable, Zaizi shall promptly rectify the Deliverable so that it is in compliance with the terms of this Agreement and deliver the Deliverable to the Client again for inspection, and the provisions of this clause 5 shall apply to such re-delivered Deliverable.

6. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall be that of independent contractors. Neither party has the right to assume or create any obligation or responsibility on behalf of the other.

7. WARRANTY

Zaizi warrants that it will perform the Professional Services in a professional and workmanlike manner. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY SET FORTH IN THIS CLAUSE, TO THE FULL EXTENT PERMITTED BY THE LAW, ZAIZI MAKES NO WARRANTIES UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SOW), EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY NON-INFRINGEMENT AND QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

8. CONFIDENTIALITY

The parties have imparted and may from time to time impart to each other certain Confidential Information (as defined below) and the parties may otherwise obtain Confidential Information concerning the business and affairs of the other pursuant to this Agreement, including information marked or identified by the disclosing party as confidential or information which may be reasonably regarded as the Confidential Information of the disclosing party. Each party agrees that it will use such Confidential Information solely for the purposes of this Agreement, and that it shall be held in confidence by the receiving party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Each party shall not disclose, publish, release, transfer or otherwise make available such Confidential Information, whether directly or indirectly to any third party without the disclosing party's consent. For the purposes of this Agreement, "Confidential Information" shall mean all information and documentation of a party, whether disclosed to or accessed by the other party in connection with this Agreement, which the receiving party knows or should know is confidential or proprietary, including without limitation: (a) all information of a party that is not permitted to be disclosed to third parties under local laws or regulations; (b) information relating to a party's customers, employees, technology, operations, facilities, consumer markets, products, capacities, systems, procedures, security practices, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information; (c) the terms of this Agreement; and (d)

any information developed by a party by reference to the other party's information. Except to the extent that any applicable law provides otherwise, Confidential Information shall not include information that: (v) is independently developed by the receiving party without violating the disclosing party's proprietary rights or using or accessing any Confidential Information, as shown by the receiving party's written records; (w) is or becomes publicly known (other than through unauthorized disclosure); (x) is disclosed by a third party free of any obligation of confidentiality to a party; (y) is already known by the receiving party at the time of disclosure, as shown by such party's written records, and such party has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the Effective Date ; or (z) must be disclosed by the disclosing party in the discharge of its obligations to supply information for parliamentary, governmental, or judicial purpose provided that the disclosing party will inform the other as soon as practicable of any such obligation to disclose. This provision shall survive the expiry or prior termination of this Agreement howsoever arising.

9. LIMITATION OF LIABILITY

EXCEPT IN THE EVENT OF PERSONAL INJURY OR DEATH AS A RESULT OF NEGLIGENCE, ZAIZI WILL NOT BE LIABLE FOR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS GOODWILL BUSINESS OR BUSINESS BENEFIT OR THE COST OF PROCUREMENT OF SUBSEQUENT PRODUCTS OR SERVICES, EVEN IF IT

IS REASONABLY FORESEEABLE OR ZAIZI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ZAIZI'S AGGREGATE LIABILITY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY, EXCEED THE SERVICES FEES PAID BY CLIENT TO ZAIZI UNDER THE APPLICABLE SOW. In no circumstances shall Zaizi be liable for any failure of the Deliverables to perform in accordance with the documentation, or at all, resulting from a failure by the Client to comply with the minimum requirements or from; (a) modifications or alterations to the Deliverables or the supporting data or systems made by the Client; (b) use of the Deliverables by the Client other than as contemplated herein; (c) Deliverables products or services not provided by Zaizi; (d) the negligence or wilful misconduct of Client; (e) the Client's implementation and installation of the Deliverables other than in accordance with instructions furnished by Zaizi; or (f) electrical malfunction. Zaizi shall have no liability to the Client under this agreement, or otherwise, by reason of content supplied by the Client, content owners, end users or other third parties. Additionally, Client acknowledges that whilst the Deliverables may be used in combination with third party software, Zaizi bears no liability, howsoever arising, for any loss, damage or cost that arises from a failure of the products to integrate with Client or third party software.

10. PERSONNEL

Neither party will, during the continuance of this Agreement and for a period of 12 months afterwards, either directly, or indirectly, offer employment either directly or indirectly to any of the directors, staff or consultants of the other party involved in the Professional Services provided under this Agreement

without the prior written consent of the other party.

10. DATA PROTECTION

With respect to any personal data provided by the Client to Zaizi under this Agreement, the parties agree that the Client is the data controller and that Zaizi is the data processor. Zaizi shall: (a) process the personal data only in accordance with instructions from the Client; (b) process the personal data only to the extent, and in such manner, as is necessary for the provision of the Professional Services or as is required by law or any regulatory body; (c) implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected; (d) obtain prior written consent from the Client in order to transfer the personal data to any sub-contractors or third parties for the provision of the Professional Services; and (e) not process or otherwise transfer any personal data outside the European Economic Area.

11. BRIBERY AND CORRUPTION

Both parties shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; promptly report to

the other party any request or demand which if complied with would amount to a breach of this Agreement; ensure that any person associated with it who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on both parties in this clause. Breach of this clause shall be deemed a material breach of this Agreement.

12. MISCELLANEOUS

Except as may be amended by a mutually executed amendment, these Terms and Conditions and the applicable SOW(s) are the complete and exclusive statement of the mutual understanding of the parties and supersede any other agreement or pre-printed terms and conditions that may appear on any purchase order relating to the terms hereof and no offer to supply the Services in a SOW shall be deemed to have been made on terms other than as set out herein. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Client or Zaizi, and any such attempted assignment or transfer shall be void and without effect. This Agreement shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts. The waiver by either party of a breach of the Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of the Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. Any notice, report, approval or consent required or permitted hereunder shall be in writing and shall be deemed to have been effectively given: (a) immediately upon personal delivery or facsimile transmission (receipt confirmed and with a confirmation copy sent by post) to the

parties to be notified, (b) one day after deposit with a commercial overnight courier with tracking capabilities, or (c) on the fifth day following posting, if posted by international first class or recorded post postage pre-paid, in each case addressed at such address as set forth in the SOW. If any provision of the Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and be enforceable. The parties agree that a material breach of the Agreement adversely affecting Zaizi's proprietary rights in the Deliverables would cause irreparable injury to Zaizi for which monetary damages would not be an adequate remedy and that Zaizi shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law. The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999. Both parties will comply with their obligations under the Data Protection Act 1998.