

Crowd Connected

Standard Terms and Conditions

Version 4.0
April 2026

1. Acceptance of these terms

These terms and conditions (the "**Standard Terms**") govern the provision of Crowd Connected's services to the Customer. The Standard Terms form part of the CC Terms and apply to all Customers unless varied by a Master Services Agreement or equivalent written agreement between the parties.

From time to time, CC may update these Standard Terms. CC will use reasonable efforts to notify the Customer of changes via email and/or prominent notice on the CC Console. Continued use of the CC Services after the updated version has been notified to the Customer shall constitute the Customer's acceptance of such updated terms.

2. Definitions and interpretation

In these Standard Terms, unless the context otherwise requires:

"**Applicable Law**" means all laws, statutes, regulations, directions, guidelines, codes of conduct of any governmental or other regulatory body of competent jurisdiction, any orders of any court or other tribunal of competent jurisdiction which are applicable to the CC Terms or to the performance by either Party of its obligations under these CC Terms.

"**CC**" means Crowd Connected Ltd, a company registered in England with offices at Surrey Technology Centre, Guildford, GU2 7YG.

"**CC APIs**" means any application programming interface CC makes available to the Customer as part of the CC Services.

"**CC Console**" means the web-based management interface available at <https://app.crowdconnected.com> or such other successor URL.

"**CC Console Privacy Policy**" means the policy that sets out how CC collects and uses personal data from users of the CC Console, as updated from time to time;

"**CC Documentation**" means documentation that CC makes available to the Customer in connection with the CC Services, including an order form or equivalent, CC's online knowledge base, CC Information Security Policy, each as updated from time to time.

"**CC Hardware**" means equipment to be used in connection with the CC Services as set out in any applicable Hardware Schedule;

"**CC Information Security Policy**" means the documented policies and procedures CC follows in respect of information security, as updated from time to time;

"**CC Platform**" means the collection of cloud-based services operated by CC that receive, process and store data, and transmit and receive data from the CC Console and/or CC Hardware and/or CC-published mobile applications.

"**CC Reseller**" means any entity that has entered into a commercial agreement with CC to market, promote, and resell certain CC Services.

"**CC Services**" means any or all of the following as made available by CC, including any updates made from time to time: the CC Console, CC APIs, CC Documentation, CC Platform, CC Hardware and any CC-published mobile applications.

"**CC Terms**" means collectively: (1) any Master Services Agreement or equivalent written agreement between the parties (if applicable); (2) the Data Processing Addendum; (3) these Standard Terms; (4) the Hardware Schedule (if applicable); (5) any applicable service levels; and (6) the CC Documentation. In the event of conflict, ambiguity or inconsistency between these documents, they shall apply in the order listed above, with the first mentioned taking precedence over later mentioned documents.

"**Commencement Date**" means the date on which the Customer first accepts the CC Terms, whether by signing an order form, executing a Master Services Agreement, or otherwise confirming acceptance.

"**Confidential Information**" means any document or other information which relates to a Party's trade secrets or business affairs or which is marked confidential or which the recipient knows or reasonably ought to know is confidential and is disclosed by a Party to the other in connection with these CC Terms.

"**Customer**" means the organisation or individual that has agreed to the CC Terms and is responsible for the use of the CC Services, including payment of any Fees. Where an individual accepts the CC Terms on behalf of a company, organisation, or other entity, references to the Customer include that entity.

"**Customer Mobile Application**" means a mobile application or other software developed by or on behalf of the Customer that incorporates or integrates with the SDK.

"**Customer Data**" means any content and information the Customer or its authorised users transmit to, import into or create in the CC Services, including Third Party Content.

"**Data Processing Addendum**" means the data processing addendum between CC and the Customer, as may be updated from time to time.

"**Diagnostic Data**" means non-personal technical data collected by the SDK for the purposes of service quality, calibration, and performance monitoring, such as device sensor readings, signal strength measurements, and battery level information.

"**End User**" means any individual who uses a Customer Mobile Application that incorporates the SDK.

"**Fees**" means those sums (if any) payable by the Customer in relation to its use of the CC Services under a Subscription Plan.

"**Hardware Schedule**" means the hardware schedule forming part of the CC Terms, if applicable.

"**Location Data**" means data relating to the physical position of an End User's device, whether derived from GPS, Wi-Fi, Bluetooth, or other positioning technologies.

"**IPR**" means all rights, title and interest including all patent, copyright, trademark, trade secret, rights in Confidential Information (including know-how and trade secrets) and other intellectual property rights (whether registered or unregistered).

"**Master Services Agreement**" means any agreement between CC and the Customer which references these Standard Terms but which takes precedence;

"**Party**" means each of CC and the Customer; "**Parties**" means both CC and the Customer.

"**SDK**" means CC's software development kits, including any associated documentation, examples, sample code, and related materials.

"**Subscription Plan**" means one of the available subscription plans available from time to time for CC Services, and the "**Customer's Subscription Plan**" is the Subscription Plan that applies to the Customer, as set out in an order form, a Master Services Agreement, via a CC Reseller or otherwise.

"**Term**" means the period from the Commencement Date until the Customer's subscription expires in accordance with the Customer's Subscription Plan or is otherwise terminated in accordance with these CC Terms.

"**Third Party Content**" means content sourced by the Customer from a third party and uploaded to the CC Platform, for example, a map or floorplan.

"**VAT**" means United Kingdom value added tax or any similar tax from time to time replacing it or performing a similar fiscal function.

In these Standard Terms:

- 2.1 Any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.2 The headings are for convenience only and shall not affect interpretation.
- 2.3 Any reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4 Any list or examples following the word "including" shall be interpreted without limitation to the generality of the preceding words.
- 2.5 These CC Terms shall be binding upon a Party's permitted assigns and successors in title.

3. Grant of licence

- 3.1 With effect from the Commencement Date and in consideration of the Customer's Subscription Plan, CC hereby grants the Customer a non-exclusive, non-sub-licensable, non-transferable, royalty-free, worldwide, revocable, limited licence to access and use the CC Services in accordance with the CC Terms.
- 3.2 The level of access to CC Services granted to the Customer and its authorised users may vary dependent on the Customer's Subscription Plan.
- 3.3 Except as expressly granted to the Customer under these CC Terms, CC retains its entire right, title, and interest in and to the CC Services, as further detailed in section 8.
- 3.4 CC shall have no right, title or interest in Customer Data by virtue of these CC Terms, except that by submitting Customer Data to the CC Services or otherwise providing Customer Data to CC, the Customer grants CC and its affiliates a worldwide, royalty-free, non-exclusive, sub-licensable licence to reproduce, adapt, modify, translate, distribute, process and transfer Customer Data through the CC Services in accordance with these CC Terms. For the avoidance of doubt, this clause 3.4 relates solely to service delivery and is subject to the Data Processing Addendum and any data deletion obligations.
- 3.5 Subject to clause 7.9 (c), CC is not responsible for Customer Data, including its accuracy, completeness, validity, copyright compliance, quality, or any other aspect thereof, and accordingly, CC does not have any liability to the Customer or any other person for Customer Data, except in respect of compliance with Applicable Law.
- 3.6 CC may remove any or all Customer Data from the CC Services if CC has reasonable grounds to believe that the Customer Data is illegal, infringing, or otherwise inappropriate.
- 3.7 The Customer shall not (whether alone or with a third party):
 - (a) reverse engineer, disassemble, decompile, decode or translate the CC Services or any portion thereof, except if and to the extent expressly permitted under Applicable Law. If Applicable Law expressly permits such activities, any information so discovered or derived shall be deemed to be the Confidential Information of CC and must be promptly disclosed by the Customer to CC;
 - (b) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the CC Services; or
 - (c) use the CC Services for any purposes other than as expressly described in the CC Documentation.

3.8 From time to time CC may, in its sole discretion, provide updates to the CC Services, including upgrades, bug fixes, patches, other error corrections, and new features (collectively, including related updated CC Documentation, "**Updates**"). Updates may also modify or delete certain features and functionality. The Customer acknowledges and agrees that CC has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. All Updates will be deemed part of the CC Services and be subject to all the terms of these CC Terms.

4. Subscription plans and fees

4.1 The process for initiating, amending or cancelling a Subscription Plan, and the service levels pertaining to the Customer's Subscription Plan, are set out in the relevant CC Documentation. Unless otherwise indicated, the Customer's Subscription Plan will remain active until cancelled by the Customer or CC.

4.2 If the Customer has access to a paid-for Subscription Plan, access to the CC Services is subject to timely payment to CC of the Fees set out in the Customer's Subscription Plan. CC (or a CC Reseller) will charge applicable amounts in accordance with the billing cycle.

4.3 CC (or a CC Reseller) reserves the right to change the billing cycle and the Fees associated with the Customer's Subscription Plan at any time. Any changes will be notified to the Customer in advance, and such changes will only take effect when the next payment for the Customer's Subscription Plan is due. In the event that the Customer does not agree to the proposed fee change the Customer may terminate these CC Terms without penalty.

4.4 Subject to clause 5.3, Fees are non-refundable, including if for any reason all or any of the CC Services are not used by the Customer and its authorised users.

4.5 Fees are exclusive of VAT. Where the Customer is based outside the UK, the supplies which are the subject of these CC Terms will be outside the scope of UK VAT. However, where the Customer is outside the UK, if and to the extent that the Customer uses and enjoys the CC Services in the UK, a UK VAT liability will arise on that proportion of the services used and enjoyed in the UK. Where applicable, VAT shall be paid by the Customer as additional charges on production of a valid VAT invoice.

4.6 If the Customer fails to make any payment on the due date in respect of any Fees properly due, CC shall have the right, without prejudice to any other remedy, to immediately suspend provision of CC Services to the Customer without further notification.

5. Termination

5.1 Subject to any earlier right of termination, these CC Terms shall be in effect from the Commencement Date during the Term.

5.2 Without prejudice to any other rights or remedies which the parties may have (under these CC Terms or in law), either Party may terminate these CC Terms without liability to the other Party forthwith by written notice to the other Party if:

- (a) the other Party commits a material or persistent breach of any of its obligations under these CC Terms (which for the avoidance of doubt shall include any late payment of Fees by the Customer) and (if such breach is

capable of remedy) has not remedied such breach within thirty (30) days of receiving written notice of the breach and requiring it to be remedied;

(b) the other Party has entered into liquidation (other than a members' voluntary liquidation for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily, or compounds with its creditors generally, or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets;

(c) the other Party has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or

(d) the other Party ceases or threatens to cease to carry on business.

5.3 CC may terminate these CC Terms on thirty (30) days' written notice to the Customer. In the event that CC elects to terminate under this clause 5.3, CC will refund pre-paid Fees (if any) pro rata to reflect the extent termination takes place before the next point in the billing cycle. The Customer may terminate these CC Terms in accordance with the terms of the Customer's Subscription Plan or pursuant to clause 6.7.

5.4 Notwithstanding clause 5.3, CC may terminate these CC Terms immediately on written notice to the Customer, without liability to refund any pre-paid Fees, if:

(a) the Customer uses, or permits the use of, the CC Services for any purpose that is illegal under Applicable Law or regulation, or in a manner that in CC's reasonable opinion creates a material risk of harm to individuals, third parties or the public;

(b) the Customer uses, or permits the use of, the CC Services in connection with any surveillance activity, monitoring of individuals without their knowledge or consent, or the operation of critical national infrastructure, without CC's prior written consent;

(c) CC reasonably determines that continued provision of the CC Services to the Customer is likely to cause material damage to CC's reputation, brand or commercial relationships, including by reason of the Customer's public conduct, regulatory investigation, media profile or association with activities that CC considers to be contrary to its acceptable use policy from time to time;

(d) any officer, director or employee of the Customer engages in conduct that is threatening, abusive or harassing towards any employee, contractor or representative of CC; or

(e) the Customer's use of the CC Services has been suspended pursuant to clause 5.5 for a continuous period of more than thirty (30) days and the circumstances giving rise to that suspension have not been remedied to CC's reasonable satisfaction.

For the avoidance of doubt, CC shall not be required to serve a breach notice or allow any cure period before exercising its rights under this clause 5.4.

5.5 Without prejudice to its right to terminate, CC may suspend the Customer's access to all or part of the CC Services immediately and without prior notice if CC reasonably suspects that any of the circumstances in clause 5.4(a) to 5.4(d) apply, or if CC is required to do so by any applicable law, regulation or order of a competent authority. CC shall notify the Customer of any suspension as soon as reasonably practicable. During any period of suspension, CC's obligations to provide the CC Services shall be suspended accordingly and no credits or refunds shall be due to the Customer in respect of that period.

5.6 On termination of these CC Terms for any reason:

- (a) all rights and licences granted to the Customer under or in connection with these CC Terms shall cease with immediate effect;
- (b) subject to clauses 5.3 and 5.4, CC shall retain any sums already paid to it by the Customer; and
- (c) the accrued rights of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected and shall remain in full force and effect.

5.5 Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.

6. Limitation of liability and disclaimer

6.1 Nothing in these CC Terms shall limit or exclude:

- (a) either Party's liability for death or personal injury caused by its or its employees', agents' or sub-contractors' negligence;
- (b) either Party's liability for fraud or fraudulent misrepresentation; or
- (c) either Party's liability to the extent it cannot be limited or excluded by Applicable Law.

6.2 Subject to clause 6.1, each Party's entire liability arising out of or in connection with these CC Terms, howsoever arising (including for breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall in no circumstances exceed in aggregate one hundred per cent (100%) of the Fees paid by the Customer in the twelve (12) months prior to any claim. Where liability arises during the first twelve (12) months of the Customer's Subscription Plan, such cap shall be measured by reference to the Fees that would be paid by the Customer for twelve (12) months of the Customer's Subscription Plan.

6.3 Subject to clause 6.1, neither Party shall have any liability under or in connection with these CC Terms, howsoever arising, for loss of profits, loss of revenues, loss of contracts, loss of business, loss or corruption of data, loss of goodwill, loss of advertising, loss of anticipated savings, loss of opportunity, loss caused by business interruption, or for any indirect, consequential or special loss. The limitation in this clause 6.3 will apply even if such loss was reasonably foreseeable and the Party had been advised or was otherwise aware of the possibility of such loss or damage.

6.4 In the event of loss or corruption of data in the CC Platform, CC's liability shall be limited to taking reasonable steps to try to recover that data from available backups.

6.5 Subject to clause 6.1, the Customer agrees that CC shall not be liable in contract, tort (including negligence), for breach of statutory duty or in any other way for any loss or damage to the extent it arises directly or indirectly from any inferences or conclusions derived from the CC Services by the Customer or third parties working on the Customer's behalf.

6.6 The Customer acknowledges that:

- (a) the CC Services have not been developed to meet the Customer's individual requirements and the Customer accepts responsibility for the selection of the CC Services to achieve its intended results; and
- (b) CC does not warrant that operation of the CC Services will be uninterrupted or error-free, or that defects in the CC Services will be corrected.

6.7 CC warrants that the CC Services will operate in substantial conformity with the applicable CC Documentation. CC's sole liability (and the Customer's sole and

exclusive remedy) for any breach of this warranty will be, at no charge to the Customer, for CC to use reasonable efforts to correct the reported non-conformity, or if CC determines such remedy to be impracticable, the Customer may terminate these CC Terms without penalty.

6.8 Save as expressly stated otherwise in these CC Terms, CC does not give any warranties, representations or undertakings in respect of the CC Services, and CC hereby excludes to the fullest extent permitted by Applicable Law all warranties, conditions, undertakings and other terms (whether express or implied, statutory or otherwise) that relate to the delivery, performance, quality, uninterrupted use, fitness for purpose, occurrence or reliability of the CC Services.

7. Data protection and security

7.1 CC shall implement and maintain technical and organisational security measures appropriate to the nature of the data processed in connection with the CC Services, as required by Article 32 of the UK GDPR. These measures are described in the Crowd Connected Information Security Policy, which forms part of the CC Documentation.

7.2 The data management processes relating to data collected, used, and processed by CC in respect of the CC Services are detailed in the CC Documentation, which CC may update from time to time.

7.3 Where a Data Processing Addendum has been entered into between CC and the Customer, the terms of the Data Processing Addendum shall prevail over this section 7 to the extent of any conflict.

7.4 In the event of a confirmed security incident affecting Customer Data, CC shall notify the affected Customer without undue delay and in any event within 24 hours of becoming aware of the incident. Such notification shall include the nature of the incident, the data affected, and the measures taken or proposed in response.

7.5 While CC maintains the security measures described in the CC Documentation, CC does not warrant that the CC Services will be immune from all security threats. Save in respect of Personal Data governed by the Data Processing Addendum pursuant to clause 7.9 (c) CC's liability for security incidents shall be subject to the limitations set out in section 6.

7.6 On termination of these CC Terms, on receipt of a written request from the Customer CC shall securely delete or return all Customer Data within 90 days. CC may retain anonymised or aggregated data that cannot be linked to any identifiable individual.

7.7 Subject to clause 7.8 (a), CC shall provide reasonable assistance to Customers in responding to data protection requests or regulatory enquiries relating to data processed through the CC Services. Where such assistance requires material effort beyond CC's standard obligations, CC may charge reasonable costs for that assistance, except where the request arises from CC's own breach of its obligations.

7.8 The Customer acknowledges and agrees that:

- (a) the Data Processing Addendum, the CC Console Privacy Policy, and the CC Information Security Policy together collectively form the CC Documentation relating to data protection and security. In the event of conflict between these documents, the Data Processing Addendum shall take precedence, followed by the CC Console Privacy Policy, followed by the CC Information Security Policy;
- (b) if the Customer is responsible for personal data processed through the CC Services, CC acts as the Customer's data processor. Accordingly, each

Customer is responsible for ensuring it has a lawful basis for the collection and processing of such data. The Data Processing Addendum sets out further detail on processing roles and responsibilities;

(c) it shall not attempt to re-identify any individual End User from anonymised or aggregated data provided by CC Services;

(d) the Customer (or another party acting on behalf of the Customer) shall not combine Location Data or Diagnostic Data with other data in a manner that would allow identification of individual End Users, except where the End User has provided explicit consent for such combination;

(e) the CC Console Privacy Policy sets out CC's obligations in respect of registered CC Console users; and

(f) the Customer, and any person working on the Customer's behalf, will not alter, intercept, inhibit, direct, or otherwise interfere with the transmission of any data to the CC Platform.

7.9 Aliases and pseudonymous identifiers

(a) Where the Customer provides Aliases (as defined in the Data Processing Addendum) to CC, such Aliases shall not contain or comprise information that directly identifies a natural person, including but not limited to names, email addresses, phone numbers, postal addresses, or government-issued identification numbers;

(b) Aliases must not enable CC to identify a natural person without access to additional information held exclusively by the Customer. The Customer may use Aliases for the purpose of linking Device Identifiers (as defined in the Data Processing Addendum) to the Customer's own records; and

(c) the Parties acknowledge that Customer Data containing Aliases may constitute pseudonymised Personal Data (as defined in Data Processing Addendum) for which the Customer is the data controller. The processing of such data is governed by the Data Processing Addendum.

8. Intellectual property rights

8.1 The Customer acknowledges and agrees that, as between the Customer and CC, save in respect of Third Party Content, all IPR comprising, or used or embodied in the CC Services including all copyrights, trademarks, and other proprietary rights therein or relating thereto (together, "**CC Services IP**") are owned by CC and are vested absolutely and exclusively in CC.

8.2 The CC Services are licensed and not sold to the Customer. CC does not and shall not assign to the Customer or anyone acting on the Customer's behalf any IPR in any of the CC Services IP, except as expressly set out in these CC Terms.

8.3 Any and all rights in the CC Services IP which have not been expressly licensed to the Customer under these CC Terms are reserved to CC and may be used, marketed, exploited and disposed of by CC freely and without limitation or restriction, and regardless of the extent to which those rights are competitive with the Customer.

8.4 CC shall, at its own expense, indemnify (and keep indemnified) and defend the Customer against any direct costs, claims, damages, expenses or liabilities, including reasonable legal fees, suffered or incurred by the Customer and which arise from any third-party claim that the use by the Customer of CC Services IP strictly in accordance

with these CC Terms infringes the intellectual property rights of any third party, provided that the Customer:

- (a) promptly notifies CC in writing of any third-party claim, giving all reasonable details;
- (b) makes no admission as to liability and does not compromise or agree any settlement without the prior written consent of CC;
- (c) uses all reasonable endeavours to mitigate its losses;
- (d) gives CC sole control over the claim provided that CC shall notify the Customer of any material developments; and
- (e) fully cooperates with CC at CC's expense in the conduct of the claim.

8.5 CC will not indemnify the Customer to the extent that the applicable third-party claim is based upon or arises from the unauthorised combination or use of the CC Services IP with any products, hardware or services not expressly approved by CC.

8.6 If a third party claims that the Customer's use of the CC Services infringes that person's IPR, then CC may at its sole discretion and cost within a reasonable period of being notified of such claim: (i) procure the right for the Customer to continue using the applicable infringing material; or (ii) replace or modify the applicable infringing material so that it becomes non-infringing.

8.7 The Customer shall, at its own expense, indemnify (and keep indemnified) and defend CC against any losses, damages, costs, claims, expenses or liabilities, including reasonable legal fees, suffered or incurred by CC and which arise from any claim that Third Party Content infringes the IPR of any third party, and if CC seeks such indemnification it shall:

- (a) promptly notify the Customer in writing of the applicable claim, giving all reasonable details;
- (b) make no admission as to liability or compromise or agree any settlement without the prior written consent of the Customer;
- (c) use its reasonable endeavours to mitigate its losses;
- (d) give the Customer sole control over the claim provided that the Customer shall notify CC of any material developments; and
- (e) fully cooperate with the Customer at the Customer's expense in the conduct of the claim.

8.8 The Customer acknowledges and agrees that: (i) the Customer shall not retain, acquire or assert any IPR or other right, title or interest in or to feedback provided in respect of CC Services to CC ("**Customer Feedback**"); (ii) CC may have development ideas similar to Customer Feedback; (iii) Customer Feedback does not contain confidential information or proprietary information from the Customer or any third party; and (iv) CC is not under any obligation of confidentiality with respect to Customer Feedback. In the event the transfer of the ownership to Customer Feedback is not possible due to Applicable Law, the Customer grants CC and CC's affiliates a non-exclusive, irrevocable royalty-free licence to use Customer Feedback for any purpose. For the avoidance of doubt, descriptions of the Customer's business processes and operational requirements does not constitute Customer Feedback.

8.9 This section 8 sets forth CC's and its suppliers' sole liability and the Customer's sole and exclusive remedy with respect to any claim of IPR infringement.

9. Confidentiality

9.1 Each Party (as "**Receiving Party**") agrees that certain information it obtains from the other Party ("**Disclosing Party**") constitutes Confidential Information of the Disclosing Party.

9.2 Except as expressly authorised herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these CC Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective than this section 9 and that the Receiving Party remains responsible for compliance by any such representative.

9.3 The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment.

9.4 The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

9.5 For the avoidance of doubt, the Customer's subscription to CC Services shall not constitute Confidential Information. Each Customer agrees to the use of the name and logo of the Customer's organisation in CC's promotional materials unless such use is expressly restricted or requires prior written consent under a Master Services Agreement or equivalent written agreement between CC and the Customer.

10. Sanctions, Export Controls and Regulatory Compliance

10.1 Sanctions Compliance. The Customer represents and warrants that: (a) neither the Customer nor any of its officers, directors, employees, agents or ultimate beneficial owners is a Sanctioned Person; (b) the Customer is not located in, organised under the laws of, or ordinarily resident in a Restricted Territory; and (c) it is not acting directly or indirectly on behalf of any Sanctioned Person or in connection with any activity prohibited under Sanctions Laws. The Customer shall promptly notify CC in writing if any of the foregoing representations ceases to be accurate during the Term.

10.2 Restricted Jurisdictions. The Customer shall not access, use, resell, transfer or otherwise make available the CC Services (or any component thereof): (a) in or for the benefit of any person located in or ordinarily resident in a Restricted Territory; or (b) in any manner that would cause CC to violate any Sanctions Laws. Without prejudice to the generality of the foregoing, Restricted Territories include (as at the date of these CC Terms) Cuba, Iran, North Korea, Russia, Syria, Belarus, and the Crimea, Donetsk and Luhansk regions of Ukraine, and any other territory subject to comprehensive territorial sanctions administered by OFSI, OFAC, the United Nations Security Council or the European Union from time to time.

10.3 Export Controls. The Customer acknowledges that the CC Services (including the underlying software, technology and positioning data) may be subject to applicable export control laws and regulations, including the UK Export Control Act 2002 and associated Export Control Order 2008, the US Export Administration Regulations (EAR), and potentially the International Traffic in Arms Regulations (ITAR). The Customer shall: (a) comply with all applicable export control and import laws and regulations; (b) not export, re-export, transfer, release or otherwise make available the CC Services or any direct product thereof to any person or destination in violation of applicable export control laws; and (c) promptly notify CC if the Customer becomes aware that the CC Services are being used or are likely to be used in connection with any activity that may trigger export control or ITAR obligations. CC makes no representation that the CC Services are not subject to ITAR; the Customer is solely responsible for obtaining any licences or authorisations required for its own use.

10.4 Anti-Bribery and Anti-Corruption. The Customer represents, warrants and undertakes that it: (a) has not committed, and shall not commit, any offence under the Bribery Act 2010 (or any analogous legislation applicable to the Customer) in connection with these CC Terms or the Customer's use of the CC Services; (b) has in place, and shall maintain, adequate procedures (as referred to in section 7(2) of the Bribery Act 2010) designed to prevent persons associated with it from undertaking conduct that would constitute a bribery offence; (c) has not made, offered, promised or authorised, and shall not make, offer, promise or authorise, any payment, gift or other advantage to any government official, political party, party official or candidate, or any other person, in violation of the US Foreign Corrupt Practices Act 1977 (as amended) or any other applicable anti-corruption legislation; and (d) shall immediately notify CC in writing upon becoming aware of any actual or suspected breach of this clause 10.4.

10.5 Definitions. For the purposes of this clause 10: "Sanctioned Person" means any person: (i) listed on, or owned or controlled by a person listed on, any sanctions list maintained by the UK Office of Financial Sanctions Implementation (OFSI), the US Office of Foreign Assets Control (OFAC), the United Nations Security Council, the European Union, or any other applicable governmental sanctions authority; (ii) incorporated in, ordinarily resident in, or organised under the laws of a Restricted Territory; or (iii) otherwise the subject of any Sanctions Laws; "Restricted Territory" means any country or territory that is, at the relevant time, subject to comprehensive territorial Sanctions Laws administered by OFSI, OFAC, the UN Security Council, or the EU (including, as at the date of these CC Terms, Cuba, Iran, North Korea, Russia, Syria, Belarus, and the Crimea, Donetsk and Luhansk regions of Ukraine); and "Sanctions Laws" means all applicable laws, regulations, embargoes, restrictive measures and associated guidance relating to economic or financial sanctions or trade embargoes, including those administered or enforced by OFSI, OFAC, the UN Security Council, the EU, and the UK government from time to time.

10.6 Termination and Indemnity. Notwithstanding any other provision of these CC Terms: (a) CC may terminate these CC Terms immediately on written notice if CC reasonably determines or suspects that the Customer is or has become a Sanctioned Person, is located in or operating from a Restricted Territory, or has otherwise materially breached any obligation under this clause 10, and in such circumstances CC shall have no liability to the Customer for any loss or damage arising from such termination; (b) the Customer shall indemnify and hold harmless CC and its officers, directors, employees, agents, successors and permitted assigns (each a "CC Indemnitee") from and against any and all losses, penalties, fines, claims, damages, costs and expenses (including reasonable legal fees on an indemnity basis) suffered or incurred by any CC Indemnitee arising out of or in connection with: (i) any breach by

the Customer of any representation, warranty or obligation under this clause 10; (ii) CC's provision of the CC Services to the Customer in reliance on any representation made under this clause 10 that proves to have been false or misleading at the time it was made or deemed repeated; or (iii) any investigation, enforcement action or proceeding brought against CC by OFSI, OFAC or any other regulatory authority as a result of the Customer's acts or omissions; and (c) this clause 10 shall survive termination or expiry of these CC Terms.

11. General

11.1 Assignment. Neither party may assign these CC Terms without the advance written consent of the other party, except that either party may assign these CC Terms in connection with a merger, reorganisation, acquisition or other transfer of all or substantially all of such party's assets or voting securities.

11.2 Waiver. No waiver by either party of any breach of these CC Terms by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 Severance. If any provision of these CC Terms will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these CC Terms will otherwise remain in effect.

11.4 Notices. Any notice or communication to the Customer under these CC Terms will be via email or comparable means of communication to the contact details CC has on file.

11.5 No partnership or agency. Nothing in these CC Terms is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

11.6 Force majeure. Neither party shall be liable for any failure or delay in performing its obligations under these CC Terms to the extent such failure or delay is caused by events beyond its reasonable control, including (but not limited to) acts of God, governmental or regulatory authority action, natural disaster, pandemic, fire, flood, or industrial action.

11.7 Entire agreement. These CC Terms are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of these CC Terms.

11.8 Governing law. These CC Terms (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these CC Terms) shall be governed by and construed in accordance with the laws of England and Wales. The parties shall submit to the exclusive jurisdiction of the English courts.