

## TERMS & CONDITIONS

### 1. DEFINITIONS

In this Contract the following words and expressions shall have the following meanings:

“**AED**” means Arab Emirate Dirhams, the official currency of the UAE;

“**App Store**” means each internet-based software application distribution platform on which Crimson Tide’s device software is made available from time to time.

“**CPI**” means the Consumer Price Index in the UAE as published by the Dubai Statistics Centre from time to time, or failing such publication, that other index that most closely resembles such index in the UAE;

“**Cloud Services Provider**” means the third-party hosting provider used by Crimson Tide to host the Hosted Solution;

“**Contract**” means these terms and conditions (including the attached Schedules) and the Order. This Contract is formed (and becomes legally binding) when the Order is populated and either: (a) the Order is signed by the parties; or (b) if the Order is made available by Crimson Tide on its website, when the Order is agreed by Customer and accepted by Crimson Tide;

“**Contractual Liability**” means liability howsoever arising under or in relation to the subject matter of this Contract that is not: (a) unlimited by virtue of Clause 17.1; or (b) excluded pursuant to Clauses 17.2 and 17.3;

“**Crimson Tide**” means the ‘Crimson Tide’ contracting entity specified in the Order;

“**Crimson Tide Devices**” means Crimson Tide’s mobile and / or laptop devices (the quantity of which, if any, are specified in the Order), as further described in Schedule 1 (Crimson Tide Device Specification), and associated chargers and cables, together with any replacement devices provided by Crimson Tide;

“**Crimson Tide Materials**” means any data, materials, documentation, and / or software which is: (a) created by, or on behalf of, Crimson Tide; and / or (b) owned by Crimson Tide (or its third-party licensors);

“**Customer**” means the ‘Customer’ specified in the Order;

“**Customer Content**” means the Import Data, and any other data the Customer and / or the Licensed Users: (a) provide to Crimson Tide; (b) upload to the Hosted Database; or (c) store within the Device Software, excluding the Crimson Tide Materials;

“**Customer Devices**” means the Customer’s mobile and / or laptop devices which are used by the Licensed Users to access and use the Hosted Solution;

“**Data Protection Laws**” means the Data Protection Law - DIFC Law No.1 of 2007 as amended from time to time;

“**Data Protection Law Changes**” means any changes or modifications to the Data Protection Laws and its related guidance;

“**DIFC**” means the Dubai International Financial Centre located in the emirate of Dubai, UAE;

“**Device Software**” means the Crimson Tide ‘Device Software’ specified in the Order, as made available on an App Store, which enables the Licensed Users to access, and upload data to, the Hosted Database using the Devices, and all new releases, new versions, updates, and modifications thereto;

“**Device Software Update**” has the meaning given to it in Clause 5.2;

“**Devices**” means the Customer Devices and the Crimson Tide Devices (and a “**Device**” shall be interpreted accordingly);

“**Faults**” means errors, faults, or failures in the Hosted Software and / or Device Software;

“**Hosted Database**” means the database which can be used to store the Customer’s data, as made available through the Website by means of a managed (hosted) service in accordance with this Contract;

“**Hosted Software**” means Crimson Tide’s (and / or its third-party licensors’) ‘Hosted Software’ specified in the Order, as made available through the Website by means of a managed (hosted) service in accordance with this Contract;

“**Hosted Solution**” means the Hosted Database and Hosted Software;

“**Import Data**” has the meaning set out in Clause 4.2;

“**Initial Subscription Period**” means the period commencing on the Start Date and continuing for the ‘Initial Subscription Period’ specified in the Order;

“**Intellectual Property Rights**” means copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trademarks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals, and whether existing now or in the future;

“**Licensed Users**” means the named employees of the Customer which are permitted by the Customer to use the Hosted Solution, the total number of which must not exceed the total number of ‘Licensed Users’ permitted under the ‘Site Licences’ and ‘Field User Licences’ specified in the Order;

“**Maintenance**” means the obligations set out in Clause 0;

“**Maintenance Releases**” has the meaning given to it in Clause 5.1 (a);

“**New Versions**” has the meaning given to it in Clause 5.1 (b);

“**OSS**” means the open source software and / or similar third-party software provided with, or within, the Device Software, which the Customer acknowledges is provided ‘as is’;

“**One-Off Fee**” means the ‘One-Off Fee’ specified in the Order;

“**Order**” means Crimson Tide’s Subscriber Contract Order Form which incorporates these terms and conditions (including the attached Schedules);

“**Start Date**” means the ‘Start Date’ specified in the Order;

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“**Subscription Fee**” means the ‘Total Monthly Subscription Fee’ specified in the Order;

“**Subscription Period**” has the meaning in Clause 15.1;

“**Support**” means the obligations set out in Clause 7;

“**UAE**” means the United Arab Emirates;

“**Website**” means the website through which the Hosted Solution can be accessed and used, being the ‘Website URL’ specified in the Order (or as otherwise notified by Crimson Tide); and

“**Working Day**” means any day other than a Friday, Saturday or public holiday in the UAE.

### 2. HOSTED SOLUTION

- 2.1 For the Subscription Period, Crimson Tide shall use its reasonable endeavours to: (a) make the Hosted Solution available for ninety-nine per cent (99%) of the time (measured each calendar month), except during Maintenance; and (b) make Support available in accordance with the terms of this Contract.
- 2.2 By providing at least fourteen (14) days’ written notice to the Customer (or such shorter period as is reasonable in the event of an emergency), Crimson Tide shall be entitled to provide Maintenance. During the provision of Maintenance, the Hosted Solution may be unavailable. Crimson Tide shall use its reasonable endeavours to ensure that the unavailability of the Hosted Solution during the provision of Maintenance will not exceed more than fourteen (14) days in any calendar year.
- 2.3 Crimson Tide grants to the Customer a non-exclusive right during the Subscription Period to permit the Licensed Users to use the Hosted Solution with the Device Software solely for the Customer’s internal business purposes, subject to the terms of this Contract, and provided that the Customer does not: (a) sub-license access to, or use of, the Hosted Solution; and / or (b) permit third parties to use (whether directly, or as part of a managed service) the Hosted Solution.
- 2.4 Crimson Tide shall, on or before the Start Date, provide the Customer with log-in user details and passwords for the Licensed Users to access the Hosted Solution. The Customer shall (and shall procure that Licensed Users shall) ensure that such log-in details and passwords are kept secure and are protected from unauthorised disclosure and / or use.
- 2.5 The Customer shall: (a) ensure that all Licensed Users comply with the terms of this Contract in respect of their use of the Hosted Solution; and (b) maintain an up-to-date list of all Licensed Users and shall provide such list to Crimson Tide on request.
- 2.6 The Customer agrees that the data storage size of the Hosted Database is subject to a reasonable storage limit (as determined by Crimson Tide). Crimson Tide reserves the right to charge the Customer for data storage capacity in excess of such reasonable storage limit at Crimson Tide’s then current standard rates.

### 3. DEVICE SOFTWARE LICENCE

- 3.1 Crimson Tide grants to the Customer a non-exclusive, non-transferable, and revocable licence to permit the Licensed Users to use the Device Software on the Devices for the Subscription Period, solely for the Customer’s internal business purposes, subject to the terms of this Contract.
- 3.2 The Customer shall comply with and shall procure that the Licensed Users comply with: (a) any end user licensing terms applicable to the Device Software; and (b) the licence terms applicable to any OSS, which are made available with, or within, the Device Software.
- 3.3 The Customer must not, and shall procure that the Licensed Users do not, sub-license, transfer, lease, rent, lend, or distribute the Device Software, or permit third parties to use (whether directly, or as part of a managed service) the same.
- 3.4 The Customer undertakes (and shall procure that the Licensed Users undertake) not to: (a) circumvent or bypass any technological protection measures in the Device Software; or (b) disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Device Software except to the extent that such actions cannot be prohibited (by any applicable law in the UAE) because they are essential for the purpose of achieving inter-operability of the Device Software with another software program, and provided that the information obtained during such activities is: (i) used only for the purpose of achieving such inter-operability; (ii) not unnecessarily disclosed or communicated to any third party without Crimson Tide’s prior written consent; and (iii) not used to create any software which is substantially similar to the Device Software.

### 4. IMPORT SERVICES

- 4.1 This Clause 4 applies only if Crimson Tide agrees to provide Import Data services to the Customer pursuant to a separate professional services contract (the “**Data Importing Agreement**”).
- 4.2 The Customer shall provide all data that it wishes to be transferred into the Hosted Database (the “**Import Data**”) to Crimson Tide no less than five (5) Working Days before the Start Date or such other date as is agreed by the parties in writing from time to time. The Customer shall provide the Import Data to Crimson Tide in a format, structure, and using a transfer method, specified by Crimson Tide.
- 4.3 On receipt of the Import Data, Crimson Tide will transfer the Import Data into the Hosted Database in accordance with the Data Importing Agreement. The Customer shall provide Crimson Tide with all cooperation, assistance, and additional information requested to facilitate such transfer.
- 4.4 If the Customer does not provide the Import Data in accordance with this Clause 4 and / or does not provide the cooperation, assistance, or information requested by Crimson Tide, Crimson Tide may at its option (without prejudice to its other rights and remedies): (a) be entitled to charge the Customer for Crimson Tide’s reasonable additional costs in transferring the Import Data into the Hosted Database (and such costs shall be paid by the Customer); or (b) elect not to transfer the Import Data to the Hosted Database until the Customer complies with its obligations in this Clause 4.

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### 5. MAINTENANCE AND UPDATES

- 5.1 Crimson Tide shall in respect of the Hosted Software from time to time provide and install:
- minor improvements, updates, enhancements, Fault corrections, upgrade scripts, and changes to the Hosted Software (each containing updates to the help files and documentation) (“**Maintenance Releases**”); and
  - new releases, new versions, updates, and modifications to the Hosted Software that do not constitute New Products (as defined in Clause 5.3), as generally available by Crimson Tide (including updates to the help files and documentation) (“**New Version**”).
- 5.2 Crimson Tide may notify the Customer of any minor improvements, updates, enhancements, Fault corrections, upgrade scripts, and changes, new releases, new versions, updates, and modifications to the Device Software (each a “**Device Software Update**”) from time to time.
- 5.3 Nothing in this Contract shall entitle the Customer to any new version of the Hosted Software and / or Device Software which from time to time is publicly marketed and offered by Crimson Tide in the course of its normal business, being a version, which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product (a “**New Product**”).

### 6. ENVIRONMENT

- 6.1 The “**Environment**” is Crimson Tide’s recommended hardware and software environment for the Customer’s access and use of the Hosted Solution, the details of which are available from Crimson Tide on request (as may be updated from time to time). The Customer is responsible for procuring and maintaining the Environment.
- 6.2 Maintenance Releases and New Versions may require enhancements to the Environment. Crimson Tide may advise the Customer if such enhancements are required. The Customer is responsible for procuring and implementing such enhancements. The parties may agree that Crimson Tide will provide assistance with implementation of such enhancement as professional services under a separate contract.

### 7. SUPPORT

- 7.1 In response to Faults reported to Crimson Tide’s helpdesk, Crimson Tide will use reasonable endeavours to respond to such Faults provided the Faults reported are not Out of Scope.
- 7.2 “**Out of Scope**” means a Fault or any other error that results directly or indirectly from the Customer’s and / or Licensed Users’: (a) misuse or improper use of the Hosted Software or Device Software; (b) failure to install a Device Software Update within a reasonable time of such Device Software Update being available on the applicable App Store; (c) use of any unsupported versions of the Device Software (“**unsupported**” meaning a version of the Device Software which is two or more releases behind the current release made available by Crimson Tide); and / or (d) combination, merger, or use of the Hosted Software and / or Device Software with any hardware or software not supplied or approved by Crimson Tide.

### 8. PROFESSIONAL SERVICES

Professional services (such as consultancy and software development) are outside the scope of this Contract. Should such professional services be required, a separate contract for professional services shall be entered into by the parties.

### 9. RESPONSIBILITIES

- 9.1 The parties each warrant that they are authorised to enter into this Contract (and Crimson Tide warrants that it is authorised to grant the licences herein).
- 9.2 The Customer shall, and shall procure that the Licensed Users shall:
- comply with all applicable laws and regulations; and
  - not use the Hosted Solution, Device Software, and Crimson Tide Devices: (i) in a way prohibited by law, regulation or governmental order; (ii) to violate or infringe any rights of Crimson Tide or any third party; (iii) to attempt to gain unauthorised access to or disrupt any service, device, data, account or network; (iv) to spam or distribute malware; (v) in a way that could harm the Hosted Solution, Device Software, and Crimson Tide Devices, or impair a third party’s use of the Hosted Software or Device Software; and / or (vi) in any application or situation where failure of the Hosted Solution, Device Software, and Crimson Tide Devices could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.
- 9.3 The Customer acknowledges that the Hosted Solution, Device Software, and Crimson Tide Devices are:
- commercially available and have not been tailored to the Customer’s or the Licensed Users’ requirements. Therefore, it is the Customer’s and the Licensed Users’ responsibility to understand and implement any working practice changes required to make successful use of the Hosted Solution, Device Software, and Crimson Tide Devices; and
  - provided on an “as-is” basis and may not be free of bugs and / or errors.
- 9.4 To the extent that Crimson Tide may reasonably require to perform its obligations under this Contract, the Customer shall: (a) permit Crimson Tide’s staff to have access to the Customer’s premises and systems (including, without limitation, the Devices); (b) provide Crimson Tide with prompt co-operation, assistance, and information; and (c) make available to Crimson Tide all office, information, and telecommunications facilities.
- 9.5 The Customer acknowledges that Crimson Tide’s ability to perform its obligations under this Contract may depend on the Customer performing its obligations to any agreed timescales (and in the absence of such agreed timescales, in a timely manner). Insofar as the performance of Crimson Tide’s obligations under this Contract is delayed or prevented by reason of an act, omission or breach of this Contract by the Customer or by the Licensed Users then Crimson Tide shall be entitled to a reasonable extension of time to perform its obligations and to charge the Customer for the reasonable additional costs (if any) which it can demonstrate were incurred as a

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result of such act, omission, or breach.

### 10. INTELLECTUAL PROPERTY

10.1 Crimson Tide and / or its licensors own all Intellectual Property Rights in the Hosted Software, Device Software, Crimson Tide Materials, and all other data and materials provided by Crimson Tide under this Contract (excluding the Customer Content).

10.2 The Customer and / or its licensors own the Intellectual Property Rights in the Customer Content.

10.3 Each party shall promptly enter into such documentation as is reasonably required by the other to vest ownership of Intellectual Property Rights in accordance with this Clause 10.

### 11. IPR INDEMNITY

11.1 Crimson Tide shall indemnify the Customer against all damages, losses and expenses arising as a result of any action or claim that the use of the Hosted Software and / Device Software by the Customer and / or the Licensed Users infringes any Intellectual Property Rights of a third party provided that:

- a) the Customer gives written notice to Crimson Tide of any action or claims immediately following receipt of them;
- b) the Customer makes no admission of liability and gives Crimson Tide sole authority and control to defend or settle the action or claims;
- c) the Customer gives Crimson Tide all reasonable information, cooperation, and assistance in connection with the action or claims; and
- d) the action or claims have not arisen as a result of the Customer and / or the Licensed Users: (a) using or combining the Hosted Software and / or the Device Software with any equipment, software or materials not supplied by Crimson Tide; (b) modifying, or permitting a third party to modify, the Hosted Software and / or the Device Software without Crimson Tide's prior written consent; and / or (c) using the Hosted Software and / or the Device Software in breach of the terms of this Contract.

11.2 In dealing with any action or claim for infringement of a third party's Intellectual Property Rights, Crimson Tide may at its own expense and option:

- a) pay for the right to continue using the Hosted Software and / or the Device Software; or
- b) make any changes to the Hosted Software and / or the Device Software without materially reducing its functionality; or
- c) replace the Hosted Software and / or the Device Software with other software or services which has functional equivalence.

11.3 This Clause 11 states Crimson Tide's entire liability to the Customer in respect of the infringement of the Intellectual Property Rights of any third party.

### 12. CUSTOMER CONTENT

12.1 The Customer has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Content. The Customer shall be responsible for making and keeping full back-up copies of the Customer Content.

12.2 The Customer warrants that: (a) it is entitled to provide the Customer Content to Crimson Tide; and (b) that the Licensed Users and any other relevant third parties have given their consent for Crimson Tide to receive and use the Customer Content in accordance with this Contract.

12.3 The Customer shall (and shall procure that the Licensed Users shall) ensure that the Customer Content does not contain any data or content which: (a) is unlawful; (b) infringes the rights of any third party; and / or (c) is offensive, abusive, indecent, obscene, menacing, defamatory, and / or fraudulent.

12.4 The Customer acknowledges and agrees that Crimson Tide shall be entitled to: (a) collect, access, modify, distribute, audit, reproduce, delete or remove any Customer Content, and non-identifying and / or anonymised information relating to the Customer, the Licensed Users, and / or the use of the Hosted Solution and Device Software to the extent necessary to: (i) protect the Customer; (ii) provide, protect, and improve Crimson Tide's or the Cloud Services Provider's products and services; (iii) provide statistical analysis (subject always to the Data Protection Laws); (iv) protect the integrity of any data held by Crimson Tide; and / or (v) comply with this Contract and / or any applicable laws or regulations; (b) disclose such data and information if required by law, to enforce this Contract, or to protect Crimson Tide's rights or those of Crimson Tide's customers; and (c) use cookies on the Device Software and Devices.

12.5 If Crimson Tide processes any personal data on the Customer's behalf when performing its obligations under this Contract, the Customer shall be the data controller of such personal data and Crimson Tide shall be the data processor. In this Clause 12.5, "**data controller**", "**data processor**", "**personal data**" and "**process**" have the meanings given to them in the Data Protection Laws.

12.6 Crimson Tide shall be entitled to vary the provisions of this Contract to reflect any Data Protection Law Changes by providing the Customer with not less than fourteen (14) days' prior written notice of such variation.

### 13. FEES AND PAYMENT

13.1 The Customer shall pay the Subscription Fees and One-Off Fee in accordance with this Clause 13.

13.2 The Subscription Fee is payable monthly in advance commencing on the Start Date. The One-Off Fee is payable on the Start Date.

13.3 The One-Off Fee is not refundable. If the Subscription Period continues for a minimum of the Initial Subscription Period, Crimson Tide shall use the One-Off Fee to settle the Subscription Fees payable by the Customer for the final three (3) months of the Subscription Period.

13.4 The Subscription Fees and One-Off Fee are payable by the Customer without any set-off or deduction, and are exclusive of any tax, levy or similar governmental charge (including value added or sales tax) which shall be paid by the Customer at the rate and in the manner prescribed by law.

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- 13.5 Crimson Tide shall be entitled to raise invoices for the Subscription Fees and One-Off Fee on or after the date such become payable. Each invoice shall be paid by the Customer within seven (7) days of the date of such invoice (the “**Due Date**”). Crimson Tide may require the Customer to pay invoices by direct debit or standing order (or by such other method agreed by the parties in writing).
- 13.6 If any sum payable by the Customer is not paid by the Due Date, then (without prejudice to Crimson Tide’s other rights and remedies) Crimson Tide: (a) shall be entitled to suspend the provision of the Hosted Solution, Maintenance, and Support until all outstanding invoices have been paid; and (b) reserves the right to charge interest on that sum on a daily compounded basis (before as well as after any judgment) at an annual rate of four per cent (4%) above the base rate from time to time of the Central Bank of the UAE.
- 13.7 Unless otherwise agreed by the parties in writing, the Subscription Fee shall automatically increase on: (a) expiry of the Initial Subscription Period, in line with the percentage increase in the UAE Consumer Price Index (CPI) over the Initial Subscription Period; and (b) each anniversary of expiry of the Initial Subscription Period, in line with the percentage increase in the CPI in the preceding 12-month period. In the event that the increase in the Subscription Fee exceeds ten per cent (10%) per annum, the Customer shall be entitled to terminate this Contract by giving not less than fourteen (14) days’ prior written notice to Crimson Tide (such notice to expire no later than thirty (30) days of the date of the increase).
- 14. CONFIDENTIAL INFORMATION**
- 14.1 Each party that receives (“**Receiving Party**”) non-public business or financial information (“**Confidential Information**”) from the other (“**Disclosing Party**”), whether before or after the date of this Contract shall: (a) keep the Confidential Information confidential; (b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clause 14.2 or 14.3; and (c) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Contract (“**Permitted Purpose**”).
- 14.2 The Receiving Party may disclose Confidential Information to its own, or any of its officers, directors, employees agents and advisers who reasonably need to know for the Permitted Purpose (each a “**Permitted Third Party**”), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 14 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Contract). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party’s obligations of confidentiality under this Clause 14.
- 14.3 If required by law, any regulatory authority, or any relevant stock or securities exchange, the Receiving Party may disclose Confidential Information to a court, such regulatory authority, or such relevant stock or securities exchange provided that the Receiving party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order for providing for the confidentiality of such information.
- 15. TERM, TERMINATION, AND SUSPENSION**
- 15.1 This Contract shall commence on the Start Date and shall continue until terminated by either party in accordance with this Clause 15 (the “**Subscription Period**”).
- 15.2 Either party shall be entitled to terminate this Contract at any time following the date of expiry of the Initial Subscription Period by giving the other party not less than ninety (90) days’ prior written notice.
- 15.3 Either party shall be entitled to terminate this Contract immediately if the other party: (a) commits any material breach of this Contract (and where such breach is capable of remedy, fails to remedy that breach within thirty (30) days of written notice of that breach); or (b) being a company, shall pass a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court shall make an order to that effect; or, being a natural person, shall die; or, being a partnership or other unincorporated association, shall be dissolved; or shall cease to carry on its business or substantially the whole of its business; or it becomes or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or if a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of its assets.
- 15.4 Crimson Tide may (without prejudice to its other rights or remedies), on written notice, suspend provision of all or part of the Hosted Solution, Support, and Maintenance if:
- it suspects (acting reasonably) that the Customer or the Licensed Users are using the Hosted Solution, Device Software, and Crimson Tide Devices in an unauthorised way;
  - there is a breach of Clause 9.2, or the circumstances in Clause 13.6(a) apply;
  - there is (or Crimson Tide suspects, acting reasonably, that there is) a security breach by the Customer and / or the Licensed Users in respect of the Hosted Solution, Device Software, and Crimson Tide Devices; and
  - the Cloud Services Provider ceases to provide, or suspends its provision of, its hosting service.
- 15.5 If all or a part of the Hosted Solution, Support, or Maintenance is suspended by Crimson Tide under Clause 15.4(a), 15.4(b), or 15.4(c) for a period of five (5) or more consecutive Working Days, Crimson Tide shall be entitled to terminate this Contract immediately on written notice to the Customer.
- 15.6 On termination of this Contract howsoever caused:
- the Customer must promptly: (i) return to Crimson Tide all property belonging to Crimson Tide (including, without limitation, the Crimson Tide Devices which shall be returned in accordance with Clause **Error! Reference source not found.**); and (ii) erase or destroy all copies of the Device Software in the Customer’s or the Licensed Users’ possession, and provide written certification of the same;
  - all rights and licences granted to the Customer and the Licensed Users under this Contract shall terminate (including, without limitation, access and use of the Hosted Solution, Device Software, and Crimson Tide Devices);



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- c) the Customer shall immediately pay all outstanding amounts due to Crimson Tide;
- d) the rights and duties created by the following Clauses: **Error! Reference source not found.**, 10, 13.5 and 13.6 (including accrued payment obligations), 14, this 15.6, 16, 17, 19, 20.2, 20.6, 20.7, and 20.8 shall survive; and
- e) any rights of either party which arose on or before termination shall be unaffected.

15.7 If within five (5) Working Days after termination of this Contract the Customer requests in writing that Crimson Tide provides a copy of the Hosted Database, Crimson Tide shall use its reasonable endeavours to provide a copy of the Hosted Database to the Customer. Crimson Tide shall be entitled to delete the Customer Content and Hosted Database after such five (5) Working Days period has expired.

### 16. PUBLICITY

16.1 The Customer shall not, without Crimson Tide's prior written consent, publicise the existence and / or nature of this Contract. Crimson Tide shall be entitled to publicise the existence and / or nature of this Contract in its press releases, stock market announcements, and / or its sales and marketing literature.

### 17. LIABILITY

17.1 Notwithstanding any provision of this Contract, neither party excludes or limits its liability for: (a) death or personal injury caused by its negligence; and/or (b) fraud or fraudulent misrepresentation.

17.2 Crimson Tide shall not be liable for negligence or breach of statutory duty, contract, misrepresentation, restitution or otherwise for any loss of profits, loss of revenue, loss of business, depletion of goodwill and/or similar losses, loss or corruption of data or information, pure economic loss, costs of procuring replacement services, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Contract.

17.3 The Customer agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering into this Contract and its only remedies can be for breach of contract (unless the statement was made fraudulently).

17.4 Crimson Tide's Contractual Liability to the Customer shall not exceed the greater of: (a) three hundred and ninety thousand AED (AED 390,000); and (b) the total Subscription Fees payable during the Initial Subscription Period.

17.5 Except as expressly provided in this Contract, Crimson Tide hereby excludes all implied conditions and warranties related to the merchantability, quality, or fitness for purpose of the Hosted Solution, Device Software, OSS (as defined in Clause 3.2), and Crimson Tide Devices, whether such condition or warranty is implied by law or otherwise.

17.6 The Customer acknowledges and agrees that: (a) Crimson Tide's third-party software suppliers and licensors ("**software suppliers**") do not assume any responsibilities and / or obligations to the Customer and / or Licensed Users under, or in relation to, this Contract; and (b) each software supplier's liability to the Customer and / or Licensed Users is limited to the maximum extent permitted by law.

### 18. CHANGES

18.1 Subject to Clause 12.6, no changes to this Contract shall be valid unless made in writing and signed by the authorised representatives of both parties.

### 19. DISPUTES AND GOVERNING LAW

19.1 Any dispute arising under this Contract should first be escalated to the senior management of each party. If the dispute remains unresolved for more than twenty-one (21) days, the parties will attempt in good faith to resolve the dispute by mediation in accordance with Clause 19.2.

19.2 Any dispute arising under this Contract shall be governed by, and construed in accordance with, the laws of the DIFC as applied in the Emirate of Dubai, UAE. Any dispute arising out of or in connection with this Contract shall be resolved in accordance with this clause. In the event of a dispute arising between the parties:

- (a) where the dispute relates to a claim for a sum within the limits specified by the DIFC Small Claims Tribunal from time to time, then the dispute shall be referred by either party to the said Tribunal; and
- (b) for all other disputes, the parties shall seek settlement of that dispute by mediation in accordance with the Mediation Rules of the DIFC-LCIA Arbitration Centre ("**Mediation Rules**"), which Rules are deemed to be incorporated by reference to this clause. If the dispute is not settled by mediation within thirty (30) days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre ("**Arbitration Rules**"), which Rules are deemed to be incorporated by reference to this clause. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this clause the number of arbitrators shall be one (1) and the arbitration shall be conducted in Dubai, UAE.

### 20. GENERAL PROVISIONS

20.1 **Assignment.** Neither party shall assign or otherwise transfer this Contract or any of its rights and duties under this Contract without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

20.2 **Third Party Rights.** The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Contract.

20.3 **Relationship.** Nothing in this Contract shall render the Customer a partner or an agent of Crimson Tide and the Customer shall not purport to undertake any obligation on Crimson Tide's behalf nor expose Crimson Tide to any liability nor pledge or purport to pledge

## TERMS & CONDITIONS

Crimson Tide's credit.

- 20.4 **Force Majeure.** Neither party shall be in breach of this Contract to the extent that it is prevented from performing its duties and obligations under this Contract directly or indirectly as a result of a Force Majeure Event. “**Force Majeure Event**” means any event beyond the reasonable control of the relevant party, and includes, without limitation any: (a) act of God (including adverse weather conditions), explosion, flood, tempest, fire, or accident; (b) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (c) war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance, or requisition; (d) strikes, lock-outs or other industrial actions, or trade disputes; (e) difficulties in obtaining raw materials, labour, fuel, parts, or machinery; and (f) power failure or breakdown in machinery.
- 20.5 **Entire Agreement.** This Contract supersedes any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter.
- 20.6 **Severance.** If any part of this Contract is held unlawful or unenforceable that part shall be struck out and the remainder of this Contract shall remain in effect.
- 20.7 **No Waiver.** No delay, neglect or forbearance by either party in enforcing its rights under this Contract shall be a waiver of or prejudice those rights.
- 20.8 **Notices.** All notices (which include invoices and correspondence) under this Contract shall be in writing and shall be sent to the address of the recipient set out in the Order or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, by fax, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first-class post 48 hours after delivery to the courier or posting (as the case may be), if by fax when confirmation of transmission is received, or if by email immediately.
- 20.9 **No Bribery.** The Customer warrants that it: (a) has not committed and will not commit an offence under the Bribery Act 2010 in relation to this Contract or any other contract with Crimson Tide; and (b) has adequate procedures (as defined in section 7(2) of that Act) in place to prevent its associated persons from committing an offence under the Bribery Act 2010.