

BRADY- PROFESSIONAL SERVICES STANDARD TERMS

V1.1 R012022

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER AND THE COMPANY ENTITY IDENTIFIED IN THE RELEVANT ORDER FORM. ANY PROVISION OF PROFESSIONAL SERVICES BY THE COMPANY WILL BE DEEMED TO BE ON THESE TERMS AND CONDITIONS UNLESS THEY ARE SPECIFICALLY EXCLUDED IN WRITING AND SIGNED BY THE COMPANY.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meaning set forth below:

"Agreement" shall mean this Agreement, including any applicable Order Form and Schedules.

"Customer" means the legal entity procuring the Services from the Company, as identified in the applicable Order Form.

"Company" means Brady legal entity providing the Services to the Customer, as identified in the applicable Order Form.

"Confidential Information" shall mean confidential or commercially sensitive information relating to a party's business that has been kept confidential by the party from whom the information originates and which has not come into the public domain in breach of any obligation of confidence.

"Consultancy Rate" shall mean the daily consultancy rate of the Company, as amended from time to time.

"Consumer Price Index" or CPI means, for the purpose of this Agreement, the UK Consume Price Index, or the equivalent for the country where the Company is registered.

"Data" means any proprietary data or information owned by the Company and provided to the Customer as part of the Services or Deliverables.

"Deliverable" means the output of the Services, including but not limited to reports, designs, documentation, or other items prepared by the Company for the Customer subject to the terms and conditions of the Agreement.

"Export Control Laws" shall mean applicable export control or trade sanction laws or regulations, including the export and trade sanction laws and regulations of the United Kingdom, the United States, the European Union, and the country in which the Customer is located.

"Force Majeure Event" shall mean, in relation to either party, any circumstances beyond the reasonable control of that party including (but not limited to) act of God, act of war, law or action taken by a government, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, pandemic, fire or flood, imposition of trade sanctions, unusual physical or electrical stress or any failure or fluctuation in electrical power, air-conditioning or humidity controls or other factors attributable to the technical environment.

"IPR" shall mean patents, trademarks, service marks, registered designs, applications for any of those rights, utility models, trade and business names (including internet domain names and email address names), unregistered trade and service marks, copyrights, know-how, database rights, rights in designs and inventions and rights of the same or a similar nature anywhere in the world.

"Order From" means the signed order describing the scope and fees for the Services.

"Services" means the services provided by the Company to the Customer under the Agreement, the scope of which is further described in the Order Form.

"Software" means any proprietary software owned by the Company and licensed to the Customer for the purpose of the use of Services or Deliverables.

2. SERVICES

The Customer appoints the Company, and the Company agrees, to carry out the Services and supply the Deliverables, subject to the terms and conditions of this Agreement. The Customer will contract with the Company for the Services through each Order Form, which shall include, at a minimum: (i) a description and scope of the services, and any Deliverables and/or training materials to be provided to the Customer; (ii) the duration of the Services; and (iii) the applicable fees and payment terms. Any such document shall be deemed part of and subject to the terms and conditions of this Agreement.

3. PERFORMANCE OF THE SERVICES

The Company will perform the Services in accordance with the terms and conditions of this Agreement and any specific terms agreed under a relevant Order Form. If Company personnel are working on Customer's premises: (a) the Customer shall provide a safe and secure working environment for such personnel; and (b) the Company personnel shall comply with all reasonable workplace safety and security standards and policies that are applicable to the Customer's employees and of which the Customer notifies the Company in writing and in advance of the commencement of any Services hereunder.

4. CUSTOMER OBLIGATIONS

The Customer shall provide the Company with access to its sites and facilities during their normal business hours as reasonably required by the Company to perform the Services. The Customer shall also make available to the Company any data, information and any other materials reasonably required by the Company to perform the Services, including, but not limited to, any data, information or materials specifically identified in the Agreement (collectively, "Customer Materials"). The Customer shall keep any Company confidential information in confidence and secrecy and shall not disclose, or divulge such confidential information, or any part thereof, to any third party without Company's written consent. The Customer shall indemnify the Company and keep the Company fully and effectively indemnified against all costs, claims, demands, expenses, and liabilities of whatsoever nature arising out of or in connection with any claim that the use by the Company of any information or material supplied by the Customer, for the purpose of enabling the Company to provide the Services, infringes the IPR of any third party.

5. TRAINING

Unless otherwise agreed in writing, the Customer is prohibited from: (a) modifying the training Deliverables; (b) reselling or sublicensing any training Deliverables; (c) utilizing the training Deliverables to replicate or attempt to perform the training, unless otherwise authorized in writing by the Company; and (d) developing or attempting to develop any of the products described in such training Deliverables. The Customer may not record, stream, or otherwise capture any performance or aspect of the training, unless otherwise agreed in writing. For on-site delivery, the Customer is responsible for providing appropriate training facilities, including without limitation internet connectivity, access to a demo device, projector, computers and other reasonable classroom amenities.

6. DELIVERABLES

The Company shall own all rights, title, and interest in and to the Deliverables and related IPR (excluding any

Customer's Confidential Information provided to the Company for its provisioning of Services). The Company shall have the right to use any of the Customer's Confidential Information solely for the purpose of providing the Services to the Customer hereunder. Deliverables may contain the Company's confidential and proprietary information and the Customer shall not, to the maximum extent such restriction is permitted by the applicable law, reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license, sublicense or grant a security interest in all or any portion of the Deliverables. Subject to terms and conditions of this Agreement, and during the term, the Company hereby provides the Customer with a limited, non-exclusive, non-transferable and terminable license to use the Deliverables solely for the Customer's internal operations in connection with its authorized use under the applicable Services. Unless otherwise agreed by the Parties in writing, the Services and Deliverables are deemed accepted in the event the Customer fails to provide a written acceptance or rejection (with reasonable details for rejection) within ten (10) days of delivery.

7. TOOLS

Notwithstanding any other provision of this Agreement: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary software, data, tools, libraries, know-how, techniques and expertise (collectively "Tools") used by the Company to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to the Customer, on the same terms as the Deliverables or as otherwise agreed by the Customer; and (ii) the term "Deliverables" shall not include the Tools. Tools are the Company's confidential and proprietary information.

8. LICENCE GRANT

Subject to the terms and conditions of the Agreement, and where applicable, the Company grants the Customer a non-exclusive, non-sublicensable and non-transferable, and licence, limited license to use the Data and Software, solely for the Customer's internal business use of the Services and/or Deliverables, or as otherwise described in the Order Form (the "Permitted Use"). The Customer shall have no ownership rights in the Software or Data provided by the Company. All rights not specifically granted in this Agreement are reserved by the Company. Unless otherwise agreed to in writing with the company, the Customer shall NOT: (a) copy, modify, or create derivative works of the Software or Data, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Data; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Software or Data or methods used to compile the Software or Data, in whole or in part; (d) remove any proprietary notices included within the Data; (e) publish, enhance, or display any compilation or directory based upon information derived from the Data; (f) use the Software or Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (g) allow unauthorized users to access the Software or Data.

9. SERVICES WARRANTY

The Company warrants that the Services will be performed for and delivered to the Customer in a diligent, workmanlike manner. The Company's ability to successfully perform hereunder is dependent upon the Customer's provision of timely information, access to resources, and participation.

If through no fault or delay of the Customer, the Services do not conform to the foregoing warranty, the Customer may require Company to re-perform the non-conforming portions of the Services provided that the Customer notifies the Company in writing within ten (10) days of delivery of the Services. EXCEPT AS STATED ABOVE, THE COMPANY DOES NOT REPRESENT THAT THE CUSTOMER'S USE OF THE SERVICES, DELIVERABLES, AND/OR TOOLS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES, DELIVERABLES, AND/OR TOOLS WILL MEET THE CUSTOMER'S REQUIREMENTS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND REMEDIES FOR THE CUSTOMER AND EXCLUSIVE OBLIGATIONS OF COMPANY RELATED TO THE SERVICES, DELIVERABLES AND/OR TOOLS TO BE PERFORMED FOR AND DELIVERED TO THE CUSTOMER PURSUANT TO THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE SERVICES, DELIVERABLES, AND/OR TOOLS PROVIDED TO THE CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE FOR COMMERCIAL USE ONLY.

10. FEES AND PAYMENT

Fees and expenses for the Services shall be set forth in the Order Form and shall be paid by the Customer to the Company on or before the due date. Unless otherwise stated in the Order Form, all invoices shall be paid within thirty (30) days from the date of invoice. Without limiting other remedies available to the Company, in the event the Customer fails to make a required payment under this Agreement when its due, the Company reserves the right to: (i) temporarily suspend all or part of the Services and/or the Deliverables and (ii) require the Customer to pay the interest, in respect of such payment due, at the rate of the Bank of England base rate plus 5% per annum, or to the maximum extent permitted by the applicable law, where such interest shall be payable on demand. During the temporary suspension period, the fees will continue to apply, and the Customer shall pay all fees due and payable prior to the services being reinstated. The fees do not include any local, provincial, federal, or foreign taxes, VAT, levies or duties of any nature ("Taxes"). The Customer is responsible for paying all applicable Taxes. If the Company has the legal obligation to pay or collect Taxes for which the Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by the Customer unless the Customer provides the Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise agreed in writing, the fees and the Consultancy Rates will be increased annually by an amount which is equal to the percentage increase, if any, in the Consumer Price Index plus 3% for the preceding calendar year.

11. TERM AND TERMINATION

The Services shall commence on the effective date provided in the Order Form and shall continue in effect until terminated as provided therein. Once signed or accepted, the Agreement shall be non-cancellable, except as otherwise agreed in writing. The parties may terminate the Agreement with mutual consent in writing.

Either party may terminate this Agreement on immediate written notice to the other party if: (a) the other party is in material breach of any of its obligations under this Agreement; (b) the other party is in breach of its obligations under this Agreement and (where such breach is capable of remedy) fails to remedy such breach or provide an

appropriate plan to remedy such breach within thirty (30) days of receipt of notice from the party not so in breach requiring it to do so; or (c) the other party undergoes insolvency or bankruptcy events or its normal business operations ceases.

Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, the Customer shall promptly (in any event within five (5) days after such expiration or termination): (a) return all materials, equipment, software and other property provided by the Company; (b) deliver to the Company all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information; (c) permanently erase all of the Confidential Information from its computer systems and certify in writing to the Company.

The terms and conditions of this section and sections 12 to 20 shall survive the expiration or termination of this Agreement.

12. CONFIDENTIALITY

In performance of their obligations under this Agreement, the parties may disclose Confidential Information to each other. Subject to below, each party shall hold all such Confidential Information of the other party in the strictest confidence, not disclose it to any third party without the other party's prior written consent and ensure that knowledge of such Confidential Information of the other party is confined only to its employees who require such knowledge in the ordinary course of their employment for the purposes of this Agreement. The foregoing shall not apply to information which prior to receipt thereof from one party was in the possession of the other without any restriction on its disclosure or use, or which is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived it directly or indirectly from the other party, or which is or becomes generally available to the public through no act or default of the recipient party, or which is required by law or by any competent authority to be disclosed (but only to the extent that such disclosure is so required).

13. PRIVACY

For the purpose of this clause, "Data Protection Legislation" shall mean the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 ("GDPR"); and "Data Subject", "Controller", "Processor", "Processing" and "Personal Data" have the meaning set out in the Data Protection Legislation in relation to data that are Processed under this Agreement.

To the extent that the Company is a Processor acting on behalf of the Customer, for the purposes of this Agreement: (a) the type of Personal Data and categories of Data Subjects are: User's names and contact details such as work email address and work phone number, and IP location; and; (b) the nature/purpose of the Processing is to enable the Company to grant the Subscription and carry out the Services (which form the subject matter of the Processing) and the duration of the Processing shall be the Term of this Agreement.

Both parties shall comply with its obligations under the applicable Data Protection Legislation. This Section is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Legislation.

The Company shall : (i) process the Personal Data only to the extent necessary for the purposes specified herein, in accordance with the Customer's written instructions and this clause 13; (ii) implement appropriate technical and

organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing; (iii) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Company), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under applicable Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (iv) notify the Customer without undue delay on becoming aware of a personal data breach involving the customer Personal Data; (v) at the written direction of the Customer, delete or return customer Personal Data and copies thereof to the Customer on termination of the agreement unless the Company is required by applicable law to continue to process that customer Personal Data. For the purposes of this Section, customer Personal Data shall be considered deleted where it is put beyond further use by the Company; (vi) maintain records to demonstrate its compliance with this Section (vii) comply with the applicable Data Protection Legislation in the event Company requires to transfer the Personal Data outside of the United Kingdom or European Economic Area; and (viii) ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;. The Customer confirms that it has the necessary authority or consent (where required) from all relevant Data Subjects for enabling Company to use and process such Personal Data in accordance with this Agreement.

14. SUBCONTRACTING

The Company reserves the right to use third party service providers (who are under a covenant of confidentiality with the Company), including, but not limited to, offshore subcontractors to assist with the Professional Services, which may include, without limitation, any data migration, training, configuration, installation, implementation or development processes.

15. CHANGE MANAGEMENT PROCESS

The Customer may, by giving written notice to the Company, request a change to the Services. Within a reasonable time of receipt of such notice, the Company shall, prepare for the Customer a written estimate of any increase or decrease in the fees for the Services and of any effect that the requested change would have on other aspects of the Services. Within 14 working days of receipt of the written estimate referred herein, the Customer shall inform the Company in writing whether or not the Customer wishes to proceed with the change. If the Customer wishes to proceed with the change, the Company shall not make the requested change until the parties have mutually agreed and signed a written variation to this Agreement specifying any change to the Services and any change to the fees. For the avoidance of doubt, for all development services requested by the Customer, the Customer shall be required to provide a business requirements document which must be approved in writing by both the Company and the Customer, prior to moving into development.

16. LIMITATION OF LIABILITY

THE CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE USE OF THE SERVICES AND DELIVERABLES. THE COMPANY SHALL NOT, UNDER ANY CIRCUMSTANCES

WHATEVER, BE LIABLE FOR: (I) LOSS OF PROFITS; OR (II) LOSS OF BUSINESS; OR (III) DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; OR (IV) LOSS OF ANTICIPATED SAVINGS; OR (V) LOSS OF CONTRACTS; OR (VI) LOSS OF USE; OR (VII) LOSS OR CORRUPTION OF DATA OR INFORMATION; OR (VIII) ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES. THE COMPANY'S LIABILITY FOR DAMAGES HEREUNDER FOR ANY CAUSES WHATSOEVER SHALL IN NO EVENT EXCEED THE FEES RECEIVED BY THE COMPANY FROM THE CUSTOMER IN PRECEDING TWELVE (12) MONTHS TERM FROM THE DATE OF ANY CLAIM WITH RESPECT TO THE PARTICULAR TRANSACTION WHICH GIVES RISE TO THE LIABILITY.

17. ANTI-CORRUPTION

Each party shall: (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; (b) have and maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with this section; and (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this Agreement. Breach of this section shall be deemed a material breach of this Agreement.

18. EXPORT CONTROL

The Customer shall not export, directly or indirectly, any data acquired from the Company under this Agreement (or any data or products incorporating any such data). The Customer shall comply with any Export Control Laws of any country for which the government or any agency of the government at the time of export requires an export licence or other governmental approval.

19. GOVERNING LAW AND JURISDICTION

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the country where the Company is registered and the parties irrevocably submit to the exclusive jurisdiction of the courts of such country.

20. MISCELLANEOUS

Neither party shall be liable to the other party, for any loss or damage which may be suffered as a direct or indirect result of a party being delayed, prevented or hindered in the performance of any of its obligations under this Agreement by reason of a Force Majeure Event. The affected party shall give notice to the other party as soon as is reasonably practical.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Order Form (or to such other address that may be designated by the receiving party from time to time in writing).

This Agreement, together with any other documents incorporated herein by reference, and related Order Form, exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed

by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

The Customer shall not assign or transfer its rights or obligations in connection with this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights or obligations in connection with this Agreement to its Affiliates or legal successors.

Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement, under the Contracts (Rights of Third Parties) Act 1999 or equivalent applicable legislation.

This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument. Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

PARTIES KNOWINGLY WAIVE ANY LAW OR TREATY INCLUDING, WITHOUT LIMITATION, THE UNITED NATIONS CONVENTION ON INTERNATIONAL SALE OF GOODS, THE VIENNA TREATY, THE UNITED STATES UNIFORM COMMERCIAL CODE OR ANY OTHER LAW OR TREATY WHICH WOULD REQUIRE ANY WARRANTIES RELATING TO SERVICES PROVIDED HEREIN OR WHICH WOULD LIMIT THE EFFECT OF ANY OF THE DISCLAIMERS OR LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED HEREIN.

END OF DOCUMENT.