
Master Services Agreement

Parties

Opus Limited

The Partner named in the Co-seller
Schedule, MSA, or Reseller
Schedule

Background

- A. AppliedAI is the developer and owner of Opus™, a cloud-based AI workflow automation platform (**Opus**) that rewires enterprise processes for regulated industries.
- B. The Partner wishes to provide system integration services and/or managed support services, and/or market, promote and co-sell or resell Subscriptions to Opus to End Users, whereas AppliedAI is willing to appoint the Partner as a non-exclusive authorised reseller, system integrator, or co-seller of Opus, subject to the terms of this Agreement.
- C. This Agreement is structured as Standard Terms and Conditions under which the Parties may from time to time agree on a supplementary reseller schedule, co-seller schedule, or Statement of Work governing specific deliverables and corresponding fees ("**Supplementary Agreements**").

The Parties Agree:

1. Term of this Agreement

- 1.1 This Agreement commences on the Commencement Date and will continue until the later of:
 - 1.1.1 the expiry of the Term; and
 - 1.1.2 the expiry of the last Supplementary Agreement,
- i. unless terminated earlier in accordance with the terms of this Agreement.

Without limiting clause 1.1, the term for each Supplementary Agreement commences on the applicable SOW Commencement Date and continues until the expiry of the relevant SOW Term, unless terminated earlier (in whole or part) in accordance with this Agreement, in which case the relevant SOW Term ends (in whole or part) on the relevant termination date for that Supplementary Agreement.
- 1.2 This Agreement shall commence for an initial two-year term from the Commencement Date (the **Initial Term**) and shall automatically renew for successive one-year terms (the **Additional Term**, together with the Initial Term the **Term**) unless either Party provides the other with written notice of non-renewal at least 30 days prior to the relevant expiry date.
- 1.3 Either party may extend a Supplementary Agreement for the extension period specified in the relevant Supplementary Agreement by written agreement, including in respect of any amended Fees. Either Party may request such extension by

giving written notice to the other Party not less than 30 days before expiry of the SOW Term.

2. Supplementary Agreements are separate agreements

- 2.1 Each Supplementary Agreement executed by the Parties establishes a separate and independently terminable agreement incorporating the terms of this Agreement and the terms of the Supplementary Agreements.
 - 2.2 The Parties will perform their obligations under each Supplementary Agreement on and subject to the terms of each Supplementary Agreement and this Agreement.
 - 2.3 In the event of any inconsistency between this Agreement and a Supplementary Agreement this Agreement takes priority, save where any provision in the Supplementary Agreement is expressly stated to vary or amend this Agreement.
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3. Key Contact

- 3.1 Each Party will each nominate a person to be its primary point of contact for all matters relating to this Agreement (**Key Contact**).
 - 3.2 The Parties' Key Contact will be specified in the Supplementary Agreement. A Party may change the details of its appointed Key Contact by notifying the other Party in writing.
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4. Services

- 4.1 The Partner agrees to provide the Services and deliver the Deliverables in accordance with the terms of this Agreement and the Supplementary Agreements.
- 4.2 The Partner warrants to AppliedAI that it:
 - 4.2.1 will perform the Services with due skill, care and diligence and in a professional manner consistent with applicable industry standards; and
 - 4.2.2 the Deliverables will conform to the Specifications.
- 4.3 The Partner and its Associated Bodies Corporate have performed, and will from time to time, perform (in their absolute discretion) services to a third party that are similar to the Services. This Agreement does not, and will not at any time in the future, limit or restrict the rights of the Partner and its Associated Bodies Corporate or those third parties whatsoever. AppliedAI undertakes that it will not seek to restrict, limit or interfere with the rights of the Partner and its Associated Bodies Corporate in relation to any other arrangement or agreement with such third parties as at the Commencement Date or at any future time.

5. Delivery

- 5.1 Delivery of the Deliverables occurs when the Deliverable is given to AppliedAI and approved by AppliedAI, its agent or a carrier, whichever is earlier (Delivery).
- 5.2 Subject to AppliedAI complying with its obligations under this Agreement, including without limitation clause 14, the Partner will use its best efforts to perform the Services and Deliver the Deliverables to AppliedAI by the Delivery Date, however the Partner will not be liable for any loss or damage suffered by AppliedAI as a result of any late or non-delivery resulting from AppliedAI's noncompliance with the terms of this Agreement.
- 5.3 If specified in the Supplementary Agreement, AppliedAI may perform acceptance tests on the Deliverables in accordance with the acceptance test policy attached to the Supplementary Agreements.

6. Warranties – general and corporate

- 6.1 The Partner warrants to AppliedAI that:
- 6.1.1 it has full legal capacity and power to enter into, and to exercise its rights and perform its obligations under, this Agreement; and
- 6.1.2 it is a duly incorporated corporation and is not subject to an Insolvency Event.
- 6.2 AppliedAI warrants to the Partner that:
- 6.2.1 it has full legal capacity and power to enter into, and to exercise its rights and perform its obligations under, this Agreement; and
- 6.2.2 it is a duly incorporated corporation and is not subject to an Insolvency Event.
- 6.3 **Compliance with Applicable Laws.** Partner represents and warrants that it shall comply, and shall ensure its employees, officers, directors, any third parties performing activities on the Partner's behalf comply, with all applicable laws and regulations, including without limitation, anti-spam laws, trademark, patent and copyright laws and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to AppliedAI or to the public. AppliedAI shall comply with applicable laws (without regard to the Partner's and/or the End User's particular use of the Services) in its performance of its obligations hereunder.
- 6.4 **Compliance with Anti-Corruption Laws.** Each Party represents and warrants that it shall adhere to and comply with any and all applicable international anti-bribery and corruption laws and regulations. Each Party agrees that it has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly; (i) to any individual including government officials; or (ii) to an intermediary for payment to any individual including government officials; or (iii) to any political party for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means.
- 6.5 **Consequences of Violation.** Partner hereby acknowledges and agrees that AppliedAI may terminate or suspend this Agreement immediately by written notice without any liability of AppliedAI to Partner: (1) upon any violation by

Partner of this clause 6; or (2) due to circumstances causing AppliedAI to believe, in good faith, that Partner, or any of its owners, directors, employees, or third parties (including subcontractors), has engaged in illegal conduct or unethical business practices. Termination or suspension by AppliedAI under this clause 6 shall be in addition to, and not in lieu of, AppliedAI's other legal rights and remedies, and AppliedAI may suspend or withhold any payments to Partner hereunder. AppliedAI will not be liable for any claims, losses or damages arising from or related to the termination or suspension of this Agreement under this clause 6.

7. Intellectual property warranties

- 7.1 The Partner warrants to AppliedAI that it is entitled to assign or grant the Intellectual Property Rights under this Agreement.
- 7.2 AppliedAI warrants to the Partner that:
- 7.2.1 it owns or otherwise has the right to use the Intellectual Property Rights in AppliedAI Materials; and
- 7.2.2 the exercise by the Partner of its rights under clause 10.2 in respect of AppliedAI Materials will not infringe the Intellectual Property Rights of any third party.

8. Warranty and indemnity exclusions

- 8.1 To the extent permitted by law, the Partner will have no obligations under clause 4.2.2 in respect of any Deliverable if:
- 8.1.1 the Deliverable has been modified by AppliedAI (or on AppliedAI's behalf by a third party); or
- 8.1.2 in the case of software, AppliedAI uses the software on or in conjunction with equipment or software other than equipment or software specified in the relevant Supplementary Agreement.
- 8.2 Other than the warranties expressly set out in this Agreement, all warranties, representations, guarantees, conditions, obligations or terms (including any terms relating to satisfactory quality or fitness for purpose (including any particular purpose)) which may be implied into this Agreement by statute, custom or at law are excluded to the fullest extent permitted by law.

9. Risk and title

- 9.1 The risk of loss of or damage to the Deliverables supplied by the Partner will pass to AppliedAI at Delivery.
- 9.2 Subject to clause 10.1 and 10.3 ownership of, and title to, a Deliverable passes to AppliedAI on payment in full of all Fees under the Supplementary Agreement to which the Deliverable relates.

10. Intellectual Property Rights

- 10.1 All Intellectual Property Rights in the Services and Deliverables vest in AppliedAI immediately on creation.
- 10.2 AppliedAI grants to the Partner a non-exclusive, non-transferable, royalty free licence for the Term to use, disclose and reproduce AppliedAI Materials to the extent necessary for the Partner to perform its obligations under this Agreement.
- 10.3 AppliedAI retains all right and title in Background IP. AppliedAI grants to the Partner a non-transferable, royalty free licence to use AppliedAI Background IP to the extent

- necessary for the Partner to have full use and enjoyment of AppliedAI Background IP (including use by the End Users) as contemplated by this Agreement.
- 10.4 Notwithstanding any other clause of this Agreement or of any Supplementary Agreements:
- 10.4.1 except for the limited rights granted under clause 10.2, AppliedAI does not grant to the Partner any right, title or interest in or to AppliedAI Materials; and
- 10.4.2 except for the limited rights granted under clause 10.3, AppliedAI does not grant to the Partner any right, title or interest in or to AppliedAI Background IP.
- 10.5 All Third Party Software is licensed by and on the terms provided by the relevant third party software vendor. To the extent permitted by law, the Partner excludes all liability arising out of or in respect of AppliedAI's use of all Third Party Software including any liability in respect of any infringement by such software of any person's Intellectual Property Rights.

11. Intellectual Property Indemnity

- 11.1 Subject to clauses 11.3 and 11.4, the Partner indemnifies AppliedAI from and against any Loss suffered or incurred by it arising out of or in connection with any Claim brought or threatened against AppliedAI by a third party that any Deliverable infringes the Intellectual Property Rights of that third party (a **Third Party IP Claim against the Partner**).
- 11.2 In relation to any Third Party IP Claim against the Partner, AppliedAI will:
- 11.2.1 give the Partner prompt written notice of the Claim;
- 11.2.2 give the Partner the sole conduct of the defence and/or settlement of the Claim;
- 11.2.3 not at any time admit liability or otherwise attempt to settle or compromise the Claim except upon the express written instructions of the Partner; and
- 11.2.4 act in accordance with the reasonable instructions of the Partner and give to the Partner such reasonable co-operation and assistance as it may require in respect of the conduct of the defence and/or settlement of the Claim, including the filing of all pleadings, the provision of all relevant documents and making available appropriate Representatives of AppliedAI.
- 11.3 To the extent permitted by law, the Partner will not be liable to indemnify AppliedAI in respect of any Deliverable to the extent any alleged infringement arises from or in connection with:
- 11.3.1 the Partner's compliance with designs, specifications or instructions provided by AppliedAI;
- 11.3.2 the Partner's use of AppliedAI Materials in compliance with the terms of this Agreement;
- 11.3.3 AppliedAI's failure to promptly install and/or use any alterations or modifications to the Deliverable made available by the Partner;
- 11.3.4 modification of the Deliverable by AppliedAI.
- 11.4 In the event that the Partner is liable to indemnify AppliedAI under clause 11.1 the Partner may at its sole discretion and election, do any one or more of the following:

- 11.4.1 procure the right for AppliedAI to continue using the Deliverable as contemplated by this Agreement; or
- 11.4.2 replace or modify the Deliverable so as to avoid continuing infringement.
- 11.5 To the extent permitted by law, the Partner shall indemnify AppliedAI against claims arising from (i) Partner's breach of the T&Cs or this Agreement, or (ii) unauthorised representations, warranties or commitments made by Partner.
- 11.6 To the extent permitted by law, AppliedAI shall defend and indemnify the Partner against third party claims arising from AppliedAI's Background IP, including but not limited to Opus and all its derivatives, by a third party that any Deliverable infringes the Intellectual Property Rights of that third party (a **Third Party IP Claim against AppliedAI**).
- 11.7 In relation to any Third Party IP Claim against AppliedAI, the Partner will:
- 11.7.1 give AppliedAI prompt written notice of the Claim;
- 11.7.2 give AppliedAI the sole conduct of the defence and/or settlement of the Claim;
- 11.7.3 not at any time admit liability or otherwise attempt to settle or compromise the Claim except upon the express written instructions of AppliedAI; and
- 11.7.4 act in accordance with the reasonable instructions of AppliedAI and give to AppliedAI such reasonable co-operation and assistance as it may require in respect of the conduct of the defence and/or settlement of the Claim, including the filing of all pleadings, the provision of all relevant documents and making available appropriate Representatives of the Partner.

12. Limitations and exclusions

- 12.1 To the maximum extent permitted by law, each Party's maximum aggregate liability for all Losses and Claims (other than those arising out of the indemnification obligations in clause 11.1) arising under or in connection with this Agreement (including all Supplementary Agreements under this Agreement) whether arising out of breach of contract, in tort (including negligence), under statute, or otherwise will be limited to the aggregate amount of the total Fees paid by AppliedAI under the Supplementary Agreement pursuant to which the Loss or Claim arose, the Loss or Claim was in connection with or the Loss or Claim was in relation to.
- 12.2 To the maximum extent permitted by law, each Party will not be liable to the other Party in respect of any Loss or Claim for or in respect of:
- 12.2.1 loss of actual or anticipated profits or savings or loss of goodwill;
- 12.2.2 loss of time on the part of management or other staff;
- 12.2.3 professional fees or expenses (except for reasonable legal fees resulting from any dispute awarded by any court or tribunal of competent jurisdiction); or
- 12.2.4 any indirect, special, incidental, exemplary, extraordinary, punitive or consequential Loss or damages of any kind whatsoever.
- 12.3 The Partner will not be liable to AppliedAI in respect of any Loss or Claim arising as a result of or in connection with:
- 12.3.1 any act or omission of any provider of telecommunication services (including as a result of

suspension or termination of the Partner's connections to any Network);

12.3.2 any delay, interruption, fault in or failure of such telecommunication service provider's apparatus or Network in whole or in part; or

12.3.3 any other technical reason attributable to a Network Operator's Networks,

regardless of the cause of the delay, interruption, fault or failure, whether occurring with current or future developed technology.

13. Implied Terms

13.1 If any warranty implied into this Agreement by statute, custom or at law applies to any goods provided by the Partner to AppliedAI under this Agreement, to the extent permitted by law, the Partner limits its liability for failure to comply with a relevant customer guarantee to one or more of the following, at the Partner's election:

13.1.1 the replacement of the goods or the supply of equivalent goods;

13.1.2 the repair of the goods;

13.1.3 the payment of the cost of replacing the goods or of acquiring equivalent goods;

13.1.4 the payment of the cost of having the goods repaired.

13.2 If any warranty implied into this Agreement by statute, custom or at law applies to any services provided by the Partner to AppliedAI under this Agreement, to the extent permitted by law, the Partner limits its liability for failure to comply to one of the following, at the Partner's election:

13.2.1 the supplying of the services again; or

13.2.2 the payment of the cost of having the services supplied again.

13.3 To the extent the terms of any agreement or purchase order between AppliedAI and AppliedAI's client ("Prime Contract") apply to the Partner's services, the Partner assumes toward AppliedAI all the same obligations, duties, responsibilities and liability that AppliedAI has assumed under the Prime Contract. If there is an inconsistency between the Prime Contract and this Master Agreement, the more stringent terms and conditions shall govern.

14. AppliedAI's Obligations

14.1 AppliedAI must supply to the Partner AppliedAI Materials and such other information, access and assistance as the Partner may otherwise reasonably require to perform its obligations under this Agreement.

14.2 AppliedAI will promptly and as fully as reasonably practicable respond to all communications from the Partner relating to this Agreement or a Supplementary Agreement.

14.3 AppliedAI will provide to the Partner and its Representatives such access to or use of its premises, facilities, equipment, services and/or personnel, as the Partner requires during normal business hours or as otherwise agreed for the purposes of the Partner performing its obligations under this Agreement.

14.4 AppliedAI will facilitate remote access for the Partner and its Representatives to such AppliedAI systems as is required to enable the Partner to perform its obligations under this Agreement.

14.5 The Partner will comply, and will procure that all of its Representatives comply, with any information technology security policy and such other security requirements of AppliedAI or an End User as are notified to the Partner from time to time.

14.6 AppliedAI will procure that where any participation by any Partner's Representative is necessary in relation to the performance of the Services or any other obligations of the Partner under this Agreement, such Representative possesses the appropriate expertise, skills and training for the tasks assigned to them and are available at such times as the Partner reasonably requires.

14.7 AppliedAI acknowledges that it is responsible for any errors or omissions in AppliedAI Materials and any other materials provided by it.

15. Fees and payment

15.1 Services and Deliverables will be provided for the Fees.

15.2 AppliedAI must pay the amounts invoiced by the Partner in accordance with the Supplementary Agreement(s), subject to the terms and conditions of this Agreement.

15.3 All taxes imposed or levied in Abu Dhabi or overseas (if any) in direct connection with the performance of the Services and the provision of the Deliverables under this Agreement will be borne by the Party liable for those taxes at law.

16. Taxes

16.1 Sales tax or value-added tax may apply depending on the Partner's jurisdiction.

17. Confidentiality

17.1 No Confidential Information of a Party (**Disclosing Party**) may be disclosed by the Party receiving the Confidential Information (**Receiving Party**) to any person except:

17.1.1 to Representatives of the Receiving Party or its Associated Bodies Corporate requiring the information for the purposes of this Agreement;

17.1.2 with the written consent of the Disclosing Party which consent may be given or withheld in its absolute discretion;

17.1.3 if the Receiving Party is required to do so by law or regulation, by any regulatory or supervisory authority by a stock exchange having jurisdiction, in which such case the Receiving Party shall promptly notify the Disclosing Party and take such action as the Disclosing Party reasonably requires (at the Disclosing Party's expense) to protect the Confidential Information; or

17.1.4 if the Receiving Party is required to do so in connection with legal proceedings relating to this Agreement.

17.2 Any Party disclosing information under clauses 17.1.1 or 17.1.2 must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 17.1.

17.3 A Receiving Party must not use Confidential Information of the Disclosing Party except to the extent necessary for the purposes of exercising its rights or performing its obligations under this Agreement.

- 17.4 Clauses 17.1, 17.2 and 17.3 do not apply to the Excluded Information.
- 17.5 A Receiving Party must, on the request of the Disclosing Party, promptly deliver to the Disclosing Party all documents or other materials containing or referring to the Confidential Information of the Disclosing Party in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clauses 17.1.1 or 17.1.2.
- 17.6 Either Party may not make press or other announcements or releases relating to this Agreement and the transactions the subject of this Agreement without the written approval of the other Party as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by a Party by law or by a stock exchange.
- 17.7 Except as otherwise agreed or duly required by law, by any regulatory authority, or by any government agency, neither Party will disclose the terms of this Agreement to any person other than its Representative, accountants, auditors, financial advisers or legal advisers on a confidential basis.

18. Privacy

18.1 Definitions

In this clause 18:

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Privacy Laws means all laws which regulate the access to or the use, disclosure, retention or processing of Personal Data including Federal Decree Law No. 45 of 2021 on Personal Data Protection Law (PDPL).

- 18.2 The Parties will comply with all applicable Privacy Laws.
- 18.3 The Partner agrees that it will use such Personal Information for the purposes only of providing any Services that it is contracted under a Supplementary Agreement or other relevant agreement to provide to AppliedAI and that when the information is no longer required it will be destroyed.
- 18.4 AppliedAI warrants that it has obtained or will obtain consents from relevant persons allowing third party service providers such as the Partner to access and use their Personal Information for the purposes and as described in clause 18.3.

19. Termination

19.1 **Termination for Cause.** Either Party may terminate this Agreement or a Supplementary Agreement (or part thereof) immediately by giving written notice to the other Party if the other Party commits a material breach of any term of this Agreement or any term of the relevant Supplementary Agreement:

- 19.1.1 and the breach is incapable of remedy; or
- 19.1.2 if the breach is capable of being remedied, and, within 30 days (or, having regard to the nature of the breach, such longer period as may be required) of the non-defaulting Party's written notice to remedy the breach, that breach is not remedied,
- 19.1.3 if the other Party suffers and Insolvency Event,

19.1.4 if the other Party breaches its confidentiality obligations or data protection obligation or has violated clause 6 herein, or infringes the terminating Party's Intellectual Property Rights, or

19.1.5 if the other Party commits fraud or misrepresentation or has engaged in illegal conduct or unethical business practices, with respect to entering into, and/or performance of this Agreement, or any of its directors, owners, employees become target of investigations or persecution by any governmental authority for alleged via lotions of laws.

19.2 **Termination for Convenience.** AppliedAI may terminate this Agreement immediately by giving sixty (60) days' written notice to the other Party.

19.3 **Restrictions on termination.** In no case shall this Agreement be terminated while any Supplementary Agreements remain in force.

20. Consequences of Termination

- 20.1 If this Agreement is terminated, the non-defaulting party may terminate any or all Supplementary Agreements, with effect from the effective date of termination of this Agreement.
- 20.2 The termination or expiry of all Supplementary Agreements does not terminate this Agreement unless this Agreement expires or is expressly terminated according to its terms.
- 20.3 On termination of this Agreement or any Supplementary Agreement (as the case may be) by AppliedAI for convenience under clause 19.2 (Termination for Convenience) or Partner terminates under clause 19.1 (Termination for Cause), AppliedAI will refund to the Partner the prorated portion of any pre-paid Fees covering the unexpired term following such termination to the extent applicable.
- 20.4 Any termination of this Agreement or any Supplementary Agreement will be without prejudice to any other rights or remedies a Party may be entitled to under this Agreement or at law and will not affect any accrued rights or liabilities of either Party.
- 20.5 For the duration of this Agreement and for the period of 12 months following its expiry or termination (for whatever reason), Partner will not intentionally and directly solicit or endeavour to solicit for employment (or engagement under a contract for services) any employee or client of the other Party without the consent of the AppliedAI.
- 20.6 Clause 20.5 is not intended to prevent the employment or engagement of any person responding to any general advertisement.

21. Force Majeure

21.1 Neither Party will be liable to the other Party for any act or omission, or for any failure to fulfil or any delay in fulfilling its obligations under this Agreement (excluding any obligation to pay money) if such act, omission, failure or delay arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, plagues, medical outbreaks, national emergency, government orders or governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (**Force Majeure**).

- 21.2 If a Party becomes aware of an event of Force Majeure occurring or being likely to occur or is unable to fulfil its obligations (including fulfilling them on time) due to an event of Force Majeure that Party (the **Affected Party**) will promptly notify the other Party in writing.
- 21.3 The performance of the Affected Party's obligations under this Agreement will be suspended for the period of the delay.
- 21.4 If the delay or failure by an Affected Party to perform its obligations due to an event of Force Majeure continues for a period exceeding 30 days, then either Party may terminate this Agreement immediately by giving written notice to the other Party.
- 21.5 Notwithstanding any other provision of this clause 21 an event of Force Majeure cannot apply to an obligation to pay Fees by or to AppliedAI.

22. Dispute Resolution

- 22.1 A Party must not start court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement unless that Party has complied with this clause 22.
- 22.2 A Party claiming that a dispute has arisen in respect of this Agreement must notify the other Party's Key Contact.
- 22.3 During the 10 Business Day period after notice is given under clause 22.2 (or such longer period as agreed to in writing by the Key Contacts) the Parties must use all reasonable endeavours to resolve the dispute.
- 22.4 In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to proceedings under the ICC Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 90 days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

23. Notices

- 23.1 A notice or other communication required or permitted, under this Agreement, to be served on or delivered to a person must be in writing and may be delivered:
- 23.1.1 personally to the person;
- 23.1.2 by leaving it at the person's current address for delivery;
- 23.1.3 by posting it by registered post, priority registered post or express post addressed to that person at the person's current address for delivery; or
- 23.1.4 by electronic mail (email) to the person's current email address for service.
- 23.2 All notices and communications given under this Agreement must be in writing and must be delivered to the Party's Key Contact at the address in the Supplementary Agreements.
- 23.3 A Party may change its address for service by giving notice to the other Party.
- 23.4 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.
- 23.5 A notice or other communication will be deemed to have been delivered:

- 23.5.1 if served personally or left at the person's address, upon service;
- 23.5.2 if posted within the UAE to an address in the UAE:
- (a) using registered post, 6 Business Days after posting;
- (b) using priority registered post, 4 Business Days after posting; and
- (c) using express post, 2 Business Days after posting;
- 23.5.3 if posted to or from and address outside of a, 10 Business Days after posting;
- 23.5.4 if delivered by email, subject to clause 23.5.5, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient;
- 23.5.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

24. General

- 24.1 The Partner will maintain a professional indemnity insurance policy for at least \$1,000,000 per claim. The Partner will, on request in writing from AppliedAI, provide to AppliedAI a certificate of currency for the policy.
- 24.2 This Agreement and a Supplementary Agreement may only be amended or varied by a document executed by the Parties.
- 24.3 Should AppliedAI wish to request a change to the Services, AppliedAI shall submit a change request (**Change Request**) in writing to the Partner. The Partner shall provide AppliedAI with a calculation of the variation to the Charges required to accommodate the change together with any proposed amendment to the Change Request or timeline of delivery of Deliverables. Such change shall be implemented upon written notice by AppliedAI, in the absence of which the Partner shall continue to perform the Services as previously agreed within this Agreement and/or SOW.
- 24.4 Any unlawful provision in this Agreement will be severed and the remaining provisions will be enforceable, but only if the severance does not materially affect the purpose of, or frustrate, this Agreement.
- 24.5 The failure or delay by a Party at any time to exercise or enforce any of its powers, remedies or rights under this Agreement will not be deemed to be a waiver of such powers, remedies or rights and will not affect the Party's rights to enforce those powers, remedies or rights at any time.
- 24.6 A single or partial exercise of any power, remedy or right does not preclude any other or further exercise of it or the exercise of any other power, remedy or right under this Agreement.
- 24.7 Either Party may not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Party, which will not be unreasonably withheld, except that AppliedAI may assign to an Affiliate or in connection with a merger or sale of substantially all its assets
- 24.8 The Partner may subcontract any of its obligations under this Agreement only with AppliedAI's prior written consent.

- 24.9 Each Party must do, sign, execute and deliver and must procure that each of its Representatives does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it by notice from the other Party effectively to carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.
- 24.10 Nothing contained in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other Party.
- 24.11 Each Party will bear its own costs and expenses in relation to the negotiation, preparation, execution and implementation of this Agreement, including the fees and disbursements of their respective legal, accountancy and other advisers.
- 24.12 This Agreement may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute the same instrument, the date of execution being the date on which the last Party executes.
- 24.13 This Agreement is governed by the laws and regulations of the Abu Dhabi Global Market and the Parties submit to the exclusive jurisdiction of the courts of the Abu Dhabi Global Markets.
- 24.14 This Agreement records the entire agreement and understanding between the Parties in relation to the matters contemplated by this Agreement and supersedes any prior agreement, correspondence, or undertaking made between the Parties.

25. Interpretation and definitions

- 25.1 For the purposes of interpretation and construction of this Agreement:
- 25.1.1 the singular includes the plural and vice versa;
- 25.1.2 words denoting individuals or persons include corporations and vice versa;
- 25.1.3 headings are for convenience only and do not affect interpretation;
- 25.1.4 references to an agreement or document are to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- 25.1.5 references to any Party to this Agreement include that Party's executors, administrators, substitutes, successors and permitted assigns;
- 25.1.6 a reference to currency or any monetary amount, unless otherwise specified, is a reference to UAE dirham (AED);
- 25.1.7 a reference to a clause, schedule or attachment is to a clause, schedule or attachment of or to this Agreement;
- 25.1.8 a reference to a law:
- (a) includes a reference to any legislation or regulation;
 - (b) is a reference to that law as amended, consolidated, supplemented or replaced; and
1. includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law; and

- 25.1.9 a reference to the word 'including' means 'including without limitation' and 'include', 'includes' and 'in particular' must be construed similarly.

25.2 Definitions

In this Agreement, unless the context otherwise requires:

Additional Term bears the meaning set out in clause 1.2.

Affiliate means any entity that is directly or indirectly controls, is controlled by, or is under common control with the subject entity, or a company which is part of the same group structure (e.g. parent-subsidiary, sister entity with common parent company, etc). For the purposes of this definition, "Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Agreement means these Standard Terms and Conditions and each of the Schedules.

Background IP means any Intellectual Property Rights of AppliedAI, including but not limited to Opus and all its derivatives, which were in existence before the Commencement Date or which are developed by AppliedAI on or after the Commencement Date.

Business Day means any day other than Saturday, Sunday or any public holiday in the Business Day Place.

Change of Control of an entity means that a person who previously did not have Control of the entity (either alone or together with associates) subsequently acquires such Control (either alone or together with associates).

Claim includes any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature however arising:

- (a) whether present or future, fixed or unascertained, actual or contingent; and
- (b) whether at law, in equity, under statute, or otherwise.

Commencement Date means the date on which the first Supplementary Agreement was executed by the last Party to do so.

Confidential Information means all Information disclosed to the Receiving Party by the Disclosing Party, including:

- (a) Information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Disclosing Party or any of its Associated Bodies Corporate or a third party to whom the Disclosing Party or any of its Associated Bodies Corporate owes an obligation of confidentiality;
- (b) information that the reasonable person in the Discloser's position would consider to be confidential;
- (c) Information derived or produced partly or wholly from such Information including without limitation any calculation, conclusion, summary or computer modelling; and
- (d) Information which is capable of protection at law or in equity as confidential information, whether the Information was disclosed;
- (e) orally, in writing or in electronic or machine readable form;
- (f) before, on or after the date of this Agreement; or
- (g) by the Disclosing Party or any of its Representatives, by any of the Disclosing Party's Associated Bodies Corporate or any of their Representatives, or by any third person.

Control of an entity means the direct or indirect power to:

- (a) direct the management or policies of the entity; or
- (b) if the entity is a corporation, to control the membership of the board of directors, whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights, and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices or the ownership of any interests in shares or stock of a corporation or otherwise.

Companies Act means the Companies Regulations 2020.

AppliedAI Materials means the documents, software and materials (including AppliedAI's brand name(s), logo(s), images and trade mark(s)) described in a Supplementary Agreement and which is provided to the Partner for the purposes of the Partner performing its obligations under this Agreement.

Delivery has the meaning given in clause 5.1. **Deliver** has a corresponding meaning.

Deliverables means the deliverables provided to AppliedAI by the Partner set out in and in accordance with a Supplementary Agreements, which may include software. Third Party Software is not a Deliverable.

Disclosing Party has the meaning given in clause 17.

End User means a customer that acquires a Subscription to Opus (whether directly from AppliedAI or from Reseller) for its own internal business operations, whether an enterprise or an individual customer.

T&Cs means AppliedAI's agreement governing each End User's use of Opus, as amended from time to time.

Excluded Information means Information which:

- (a) is in or becomes part of the public domain otherwise than through breach of this Agreement;
- (b) the Receiving Party can prove by contemporaneous written documentation was already known to it at the time of disclosure; or
- (c) the Receiving Party acquires from a source other than the Disclosing Party, where such source is entitled to disclose it.

Fees means those amounts payable by AppliedAI to the Partner (or vice versa) under this Agreement for Services and Deliverables provided under a Supplementary Agreement, details of which are set out in the applicable Supplementary Agreement.

Force Majeure has the meaning given in clause 21.1.

Information means all information regardless of its form, relating to or developed in connection with:

- (b) the business, technology or other affairs of the Disclosing Party or any Associated Bodies Corporate of the Disclosing Party;
- (c) any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property or any other information which is marked "confidential" or is otherwise indicated to be subject to an obligation of confidence, owned or used by or licensed to the Disclosing Party or a Associated Bodies Corporate of the Disclosing Party.

Initial Term bears the meaning set out in clause 1.2.

Insolvency Event means, in relation to a person, any of the following:

- (a) the person, being an individual, commits an act of bankruptcy;
- (b) the person becomes insolvent;
- (c) the person assigns any of its property for the benefit of creditors or any class of them;
- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up;
- (e) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (f) any step is taken to do anything listed in the above paragraphs; and
- (g) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

Intellectual Property Rights means any rights in or to any patent, copyright (including rights in computer software), database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, logo, service mark, trade or business name, domain name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all registrations, applications, renewals, extensions, continuations, divisions and re-issuances associated with, and all rights to apply for, any such rights.

Key Contact has the meaning given in clause 3.1.

Loss includes any loss, cost, expense (including legal costs and expenses on a full indemnity basis) or liability, whether incurred directly or indirectly.

Network Operator means a licensed telecommunications operator which AppliedAI or an End User contracts with (including by contracting directly itself with the operator or by contracting indirectly through a third party such as a connectivity aggregator) for the provision of telecommunications services via a Network.

Network means a telecommunications network (including public switched and mobile telecommunications networks).

Parties means the parties to this Agreement and '**Party**' means either one of them.

Receiving Party has the meaning given in clause 17.

Associated Bodies Corporate has the meaning given in Section 278 of the Companies Regulations 2020.

Representative of a Party includes any employee, agent, officer, director or contractor of the Party.

Schedule means a Schedule to this Agreement.

Security Interest means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest; and

(b) any agreement to create or grant any arrangement described in paragraph (a).

Services means the services provided by the Partner to AppliedAI set out in and in accordance with a Supplementary Agreement.

SOW Commencement Date means the date specified in a Supplementary Agreement for commencement of that Supplementary Agreement.

SOW Term means the term for a Supplementary Agreement as specified in that Supplementary Agreement, and includes any extension of that term pursuant to clause 1.5.

Supplementary Agreement or **SOW** means a Supplementary Agreement executed by the Parties.

Subscriptions means time-limited, metered access rights to the Opus platform (measured in Opus Manhours, equivalent to one man-hour of digital labour), together with associated Support Services

Specifications means the specifications describing Services and Deliverables as set out in a Supplementary Agreement.

Term means the Initial Term and any Additional Term.

Third Party IP Claim has the meaning given in clause 11.1.

Third Party Software means any software program developed, licensed and/or owned by a third party including software which is identified as Third Party Software in a Supplementary Agreements.
