

PLOTBOX – GENERAL TERMS

Last updated: July 31, 2025

1. INTRODUCTION

- 1.1.** This page sets out the general terms and conditions (**General Terms**) which apply to any Software and Services (as defined below) which Plotbox (as defined below) licences or provides to any Client (as defined below).
- 1.2.** The parties' agreement for the licensing, use and provision of the Software and Services is made up of (i) the SOW; (ii) these General Terms; and (iii) any other written document either issued by Plotbox (and expressly referring to and incorporating itself into the agreement) or any amendments or supplements to the agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the **Agreement** and apply to the contract between the parties to the exclusion of any other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3.** When construing the meaning of the Agreement, the documents listed in clause 1.2 shall be interpreted in an order of priority in the event of any inconsistency or conflict, with documents appearing earlier in the list taking priority over documents appearing later in the list.
- 1.4.** These General Terms are published on Plotbox's website. The Client should print or save a copy of these General Terms for its records.
- 1.5.** Any order placed by the Client shall only be deemed to be accepted upon Plotbox's signature of the SOW at which point and on which date the Agreement shall come into existence.
- 1.6.** Plotbox may revise these General Terms as posted on its website from time to time as set out in clause 18. Every time the Client agrees a new SOW with Plotbox it should check these General Terms as posted to ensure that it understands the terms which will apply.
- 1.7.** Any SOW proposed by Plotbox shall be valid for a period of 28 days from the date of issue (unless earlier withdrawn) if not counter-signed and returned by the Client, at which point the offer outlined in the SOW shall lapse.

2. INTERPRETATION

- 2.1.** The definitions and rules of interpretation in this clause 2 apply in the Agreement.
- "Acceptance Tests"** has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
- "Ad Hoc Project Fees"** when applicable has the meaning given to it in clause 1.2.2 and Schedule 1 of the SOW;
- "Agreement"** has the meaning given to it in clause 1.2;
- "Authorised Users"** means those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services and the Documentation, as further described in clause 4.1;
- "Business Day"** means a day other than a Saturday, Sunday or public holiday in the USA;
- "Change of Control"** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly;
- "Completion Date"** means the estimated date by which Plotbox shall make the Services available to the Client for the Acceptance Tests;
- "Confidential Information"** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13;
- "Client"** shall mean the entity designated as the Client in the Order Form or Statement of Work;
- "Client Data"** means the data inputted by the Client, Authorised Users, or Plotbox on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services;
- "Documentation"** means the SOW and any other relevant documentation provided by Plotbox to the Client in connection with the subject matter of the Agreement;
- "Effective Date"** has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

- "Facility"** or **"Facilities"** has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
- "General Terms"** has the meaning given to it in clause 1.1;
- "Increase in CPI"** shall mean the unadjusted percentage increase, if any, in the Consumer Price Index for All Urban Consumers: U.S. City Average, All Items ("CPI-U") for the month of the Effective Date when compared to the CPI-U for the Reference Month for the preceding calendar year, based upon the specific CPI-U data published by the United States Bureau of Labor Statistics ("BLS") on its website located at <https://www.bls.gov/cpi/> (or any BLS successor website);
- "Initial Subscription Term"** has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
- "Payment Terms"** has the meaning given to it in the clause 1.2.1 of the SOW;
- "Privacy Policy"** means the PlotBox Privacy Policy as posted by PlotBox on its website at <https://plotbox.com/>;
- "Services"** means the subscription services provided by Plotbox to the Client under the Agreement via www.plotbox.com or any other website notified to the Client by Plotbox from time to time, as more particularly described in the Documentation;
- "Service Hours"** has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
- "Software"** means the online software applications provided by Plotbox as part of the Services and the then-current version (inclusive of any Updates, Upgrades or modifications thereto) of those computer program modules and accompanying graphical user interfaces made available solely through this Agreement and as described in the applicable Order Form or Statement of Work.;
- "SOW"** means the statement of work provided by Plotbox to the Client, including all appendices thereto;
- "Subscription Fees"** has the meaning given to it in the clause 1.2.2 and Schedule 1 of the SOW;
- "Subscription Term"** has the meaning given in clause 16.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);
- "Support Services Policy"** means Plotbox's policy for providing support in relation to the Services as made available at www.plotboxit.com or such other website address as may be notified to the Client from time to time;
- "Updates"** shall mean updates, patches, bug fixes, feature fixes and minor software enhancements and compatibility (but excluding Upgrades) of the Software that PlotBox releases commercially and as determined by PlotBox in its sole discretion;
- "Upgrades"** shall mean a new version of the Software that offers a significant change or major improvement over the current version of the Software, as determined by PlotBox in its sole discretion;
- "User Subscriptions"** means the user subscriptions by Named User account included as part of the Annual Subscription Fees which entitle Authorised Users to access and use the Services and the Documentation in accordance with the Agreement, as specified in clause 1.2.2 (Fee Schedule) of the SOW;
- "Virus"** means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
- "Work"** means Plotbox's work, duties and obligations to be carried out under the Agreement, as specified in the Tender and the Documentation. In the event of any conflict between the terms of such documents, the Documentation shall prevail.
- 2.2.** Clause and paragraph headings shall not affect the interpretation of the Agreement.
- 2.3.** A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4.** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 2.5.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.6.** A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement.
- 2.7.** References to clauses are to the clauses of these General Terms. References to sections are to sections of the relevant Appendix to the Agreement.

3. SCOPE

- 3.1.** Plotbox shall carry out the Work with reasonable diligence and dispatch, and with reasonable skill and expertise, to make the Services available for Acceptance Tests by the Completion Date.
- 3.2.** Plotbox shall carry out, in conjunction with the Client, the Acceptance Tests and make the Services available to the Client in accordance with the terms of the Agreement.
- 3.3.** Any and all timescales specified are estimate only, and time shall not be made of the essence by notice.
- 3.4.** If Plotbox's performance of its obligations is delayed at the request of the Client or because of Client's acts or omissions, the relevant timescale shall be amended to take into account such delay. If Plotbox can demonstrate that the delay has resulted in an increase in cost to Plotbox in carrying out the Work or providing the Services, Plotbox may, at its sole discretion, notify the Client that it wishes to increase the Project Fees and/or Subscription Fees by an amount not exceeding any such demonstrable cost. Plotbox shall add such amount to its fees accordingly, which additional amount shall be payable in accordance with the Payment Terms.
- 3.5.** The Client shall carry out the Acceptance Tests, in conjunction with Plotbox, promptly following Plotbox's confirmation that the Services are available for acceptance testing. If the Services do not substantially conform to the Documentation, the Client shall promptly provide Plotbox with written notice to this effect, giving details of the non-conformance. Plotbox shall, as appropriate, remedy the non-conformance and the relevant test(s) shall be completed within a reasonable time. Acceptance of the Services shall be deemed to have occurred on whichever is the earliest of: (a) the signing by the Client of an acceptance certificate; (b) the expiry of 5 (five) days after Plotbox has made the Services available for the Acceptance Tests; or (c) the use by the Client (or any Authorised User) of the Services in the normal course of business.
- 3.6.** Plotbox shall be given an extension of time for performance of the Work if: (a) a force majeure event occurs; or (b) a variation to the Work or Services is made at the Client's request; or (c) a delay is caused in whole or part by an action or omission of the Client or its employees, agents or third-party contractors.

4. USER SUBSCRIPTIONS

Subject to and conditioned on Client's timely payment of Fees and compliance with the terms and conditions of this Agreement, PlotBox hereby grants to Client and its Authorized Users the restricted, revocable, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Software and Documentation via the Subscription solely for Client's internal business purposes for one or more designated Facilities and solely as listed in the applicable Order Form or Statement of Work.

- 4.1.** In relation to the Authorised Users, the Client undertakes that: (a) it will not allow or suffer any User Subscription for a Named User account to be used by more than one individual named Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation; b) each Authorised User shall only be entitled to access and use the Services for the purposes and according to the level of access applicable to the category of Authorised User specified in the SOW and only for one or more designated Facility; (c) each Authorised User shall keep a secure password for their use of the Services and Documentation that meets any specified minimum requirements for security purposes, that such password shall be changed no less frequently than monthly (which, unless otherwise agreed by

Plotbox, will initially be set up by or on behalf of Plotbox) and that each Authorised User shall keep their password confidential; (d) Client shall maintain a written, up to date list of current Authorised Users and provide such list to Plotbox within 5 Business Days of Plotbox's written request at any time or times; (e) Client shall permit PlotBox upon reasonable notice to audit or have an independent third party audit Client's records relating to use the Services in order to verify compliance with the Agreement, including but not limited to Client's compliance with applicable usage metrics. Such audit may be conducted at any time, at PlotBox's expense, and shall be exercised in a manner that does not substantially interfere with the Client's normal conduct of business; and (f) Client is responsible for all acts and omissions of employees, agents, contractors, and Authorized Users (collectively "Client Personnel"), and any act or omission by Client Personnel that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Client Personnel aware of this Agreement's provisions as applicable to such person's use of the Software, Documentation, Maintenance and the Subscription and shall cause Client Personnel to comply with such provisions.

- 4.2.** The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) in a manner that is otherwise illegal or causes damage or injury to any person or property; and Plotbox reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.
- 4.3.** The Client shall not at any time, attempt, directly or indirectly, or permit any third party to attempt to: (i) modify, or create derivative works of the Software, Subscription or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, Subscription or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software, Subscription or Documentation, in whole or in part; (iv) remove any proprietary notices from the Software, Subscription or Documentation; (v) use the Software, Subscription or Documentation 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; (vi) use the Software, Subscription or Documentation to develop a similar or competing product, software or service; (vii) provide access to the Software, Subscription or Documentation to any person or third party in order to build or assist in building a competitive service or software to the Software, Subscription or Documentation or to benchmark with a non-PlotBox service or software; (viii) use the Software, Subscription or Documentation on behalf of third parties or in conjunction with businesses or operations that are not a designated Facility in the SOW; (ix) use the Software or Subscription for illegal purposes or otherwise not in compliance with applicable laws; or (x) violate the terms and conditions of this Agreement.
- 4.4.** The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Plotbox.

5. ADD-ON ORDERS

- 5.1.** If the Client exceeds usage limits or wishes to expand the scope of authorized use of the Software, Subscription, or Documentation or add new Services (each an "Add-On Order") Client shall notify Plotbox in writing. Plotbox shall evaluate such request for and respond to the Client with approval or rejection of Add-On (such approval not to be unreasonably withheld).
- 5.2.** If Plotbox approves the Client's request Client shall, within 30 days of the date of Plotbox's invoice, pay to Plotbox the relevant

fees for Add-On Order (based on Plotbox's then prevailing rates at the point at which such request is made unless other rates are agreed to by the Parties). Annual Fees for Add-On Orders shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable) and shall be coterminous with the remainder of such Subscription Term or Renewal Period.

6. SERVICES

6.1. Plotbox shall, during the Subscription Term, provide the Services and make available the Documentation to the Client on and subject to the terms of the Agreement.

6.2. Plotbox shall use commercially reasonable endeavours to make the Services available during the Service Hours, except for unscheduled maintenance provided that Plotbox has used reasonable endeavours to give the Client notice in advance.

6.3. The system requirements for the Software and Services are as specified in the Documentation at the time of release and may change for subsequent Updates and Upgrades, in which case some system components, such as older versions of web browsers, may no longer be supported. Errors and performance issues may arise if Client fails to stay current with current system requirements, and PlotBox reserves the right to discontinue support for older system components, such as outdated versions of web browsers, upon reasonable notice.

6.4. Plotbox shall use commercially reasonable endeavours to provide support in accordance with Appendix 2 to the SOW. PlotBox shall not be responsible for any failure or delay in support to the extent arising from issues caused by systems, services, or providers outside of PlotBox's reasonable control.

6.5. In the event that any member of staff providing any services under the Agreement is unable to provide such services for a prolonged period for any reason then Plotbox shall, within a reasonable period, replace such staff member with an individual in a similar role or with similar experience to the staff member whom they are replacing.

6.6. Plotbox shall deliver the Services to the Client (subject to the Client complying with its obligations hereunder) in accordance with the timeline specified in the Documentation.

6.7. The Client shall provide, for Plotbox, its agents, sub-contractors, consultants and employees, in a timely manner, access to all information and materials as Plotbox requires to perform its obligations under the Agreement and shall ensure that such information and materials are accurate and up-to-date.

6.8. If Plotbox's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, sub-contractors, consultants or employees, Plotbox shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly as a result of such delay.

6.9. Unless expressly stated in or included in the Statement of Work or Order Form, any training, implementation, configuration, data migration, or other professional services requested by the Client shall be billed separately at PlotBox's then-current rates. All reasonable travel, lodging, meal, and incidental expenses incurred by PlotBox in connection with on-site services shall be reimbursed by the Client.

7. CLIENT DATA

7.1. The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

7.2. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for PlotBox to use commercially reasonable efforts to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by PlotBox in accordance with its archiving procedure. PlotBox shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party or any damages (whether direct, indirect or consequential) suffered as a result. Client agrees to maintain its own backup copy of Client Data in the form it was held by Client prior to providing it to Plotbox for processing under this Agreement.

7.3. If PlotBox processes any personal data on the Client's behalf when performing its obligations under this Agreement, the parties record their intention that the Client shall be the data controller and PlotBox shall be a data processor and in any such case: (a) the Client acknowledges and agrees that, subject to PlotBox notifying the Client of such transfer or storage in advance, the personal data may be transferred or stored outside the EEA or the country where the Client and the Authorized Users are located in order to carry out the Services and PlotBox's other obligations under this Agreement; (b) the Client shall ensure that the Client is entitled to transfer the relevant personal data to PlotBox so that PlotBox may lawfully use, process and transfer the personal data in accordance with this Agreement on the Client's behalf; (c) the Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and (d) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage

7.4. The Client hereby grants PlotBox permission to reproduce, use, store, publish, distribute, sublicense, publicly perform and and publicly display as part of its genealogy portal services (including without limitation those at www.discovereverafter.com and any successor or PlotBox-licensed sites and domains operating under the same or different brand names), designated portions of the Client Data for the purposes of its genealogy portal services, such as public searching of records, family history research, and ecommerce services. Permission to use Client Data for this purpose may be withdrawn by the Client at any time upon reasonable notice by providing PlotBox with written notice to that effect.

7.5. PlotBox may collect, use, analyze, and create derivative works from Client Data in aggregated or anonymized form, including for purposes of benchmarking, analytics, product improvement, research, and commercial reporting. Such data shall not identify the Client or any individual and shall not include any personally identifiable information. PlotBox shall own all rights, title, and interest in any such aggregated or anonymized data, including any resulting analyses, reports, or insights.

7.6. Client hereby irrevocably grants all such rights and permissions in or relating to Client Data as are necessary or useful to PlotBox to exercise its rights and perform its obligations under this Agreement.

8. THIRD PARTY PROVIDERS

The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Plotbox makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client (including those entailing any transfer of Personal Data), with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Plotbox. Plotbox recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Plotbox does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

9. SUPPLIER'S OBLIGATIONS

9.1. Plotbox undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

9.2. The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Plotbox's instructions, or modification or alteration of the Services by any party other than Plotbox or Plotbox's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Plotbox will, at its expense, use all reasonable commercial endeavours to correct any such non-

conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, Plotbox: (a) does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities. For further clarity, the warranty set out above does not apply to any failure of the Services or Documentation to conform that results from: (i) use of the Software in combination with software, hardware, or systems not supplied or authorized in writing by PlotBox; (ii) modifications to the Software not made by PlotBox or its authorized contractors; (iii) use of the Software in breach of this Agreement or outside the permitted scope; or (iv) the Client's failure to install any Updates provided by PlotBox that would have avoided such issue.

9.3. The Agreement shall not prevent Plotbox from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

10. CUSTOMER'S OBLIGATIONS

10.1. The Client shall provide Plotbox with (i) all necessary co-operation in relation to the Agreement; and (ii) all necessary access to such information as may be required by Plotbox; in order to provide the Services, including but not limited to Client Data, security access information and configuration services; (a) comply with all applicable laws and regulations with respect to its activities under the Agreement; (b) carry out all other Client responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Plotbox may adjust any agreed timetable or delivery schedule as reasonably necessary; (c) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorised User's breach of the Agreement; (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for Plotbox, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services; (e) ensure that its network and systems comply with the relevant specifications provided by Plotbox from time to time; and (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Plotbox's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

11. CHARGES AND PAYMENT

11.1. The Client shall pay the Project Fees and Subscription Fees to Plotbox in accordance with the Payment Terms. For the avoidance of doubt, the Client authorises PlotBox and its payment processors to use the Client's payment information to satisfy all payment obligations for Fees due under this Agreement or any other agreement between the parties. In the case of credit card payments, PlotBox may apply a surcharge fee not exceeding the cost incurred to process such payments, provided such surcharge is permitted under applicable law. If applied, the surcharge shall be itemised separately on the invoice and included in the total amount charged. PlotBox reserves the right, to the extent permitted by applicable law, to apply a reasonable surcharge to payments made by check to reflect additional handling or processing costs, and any such surcharge shall likewise be itemised on the applicable invoice.

11.2. Unless otherwise set out in the applicable Order Form or Statement of Work, all Fees and associated costs shall be payable within thirty (30) days of the date of invoice. The Client is required to pay all Subscription Fees and other recurring Fees via ACH at the start of a Client's agreed billing cycle, based on agreed subscription. PlotBox will adjust the following month's invoice to reflect any actual usage variance identified at month-end. Notwithstanding the foregoing, PlotBox may, at its discretion, modify the timing or method of usage-based adjustments based on invoice complexity or Client-specific arrangements. If PlotBox has not received payment within such period, and without prejudice to any other rights or remedies available to PlotBox: (a) interest shall accrue on a daily basis on any overdue amounts at an annual rate equal to 18% per annum (1.5% per month) or, if lower, the maximum rate permitted by applicable law, commencing on the due date and continuing until full payment is received, whether before or after judgment; (b) the Client shall reimburse PlotBox for all reasonable costs incurred in recovering any overdue amounts, including legal fees, court costs, and collection agency charges; and (c) if such non-payment continues for more than five (5) days beyond the due date, PlotBox may upon written notice, without liability, suspend the Client's and any Authorised Users' access to all or part of the Software, Maintenance, or Subscription Services until such amounts are paid in full.

11.3. All amounts and fees stated or referred to in the Agreement: (a) shall be payable in US Dollars; (b) are non-cancellable and non-refundable; (c) are exclusive of sales tax, value added tax, and similar taxes as specified in clause 11.5, which shall be added to Plotbox's invoice(s) at the appropriate rate.

11.4. Plotbox shall be entitled to increase its Fee rates on expiry of the Initial Subscription Term and on an annual basis on each anniversary of such date by up to the greater of (i) five percent (5%) or (ii) the Increase in CPI-U as reported by the U.S. Bureau of Labor Statistics, plus two percent (2%).

11.5. Pursuant to clause 11.3, the Client shall be responsible for and shall pay all sales or other taxes and government fees associated with the Subscription and Services provided by PlotBox, levied by any government agency, whether charged to PlotBox on behalf of the Client, or charged directly to the Client.

12. PROPRIETARY RIGHTS

The Client acknowledges and agrees that Plotbox and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Client any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation. If Client or any of its employees, consultants, agents, or contractors sends or transmits any communications or materials to PlotBox by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software, including without limitation new features or functionality, or provides comments, suggestions, or feedback (collectively, "Feedback"), PlotBox is free to use such Feedback without restriction. Client hereby assigns to PlotBox on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in the Feedback. PlotBox may use, disclose, reproduce, license, or otherwise exploit the Feedback without any obligation to compensate or credit Client. Client further grants PlotBox the right to use Client's name and logo in PlotBox's marketing materials, website, customer lists, and public relations efforts. PlotBox may also issue press releases or make public announcements referencing the Client and the parties' relationship without prior consent, provided no confidential information or specific commercial terms are disclosed.

13. CONFIDENTIALITY

13.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a

third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body. The obligations of confidentiality in this clause 13 shall survive termination or expiration of the Agreement.

13.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

13.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

13.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

13.5. The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Plotbox's Confidential Information.

13.6. Plotbox acknowledges that the Client Data is the Confidential Information of the Client, save to the extent it is agreed or known by the Client to be disclosed or processed by Plotbox pursuant to Clause 7.

13.7.

14. INDEMNITY

14.1. The Client shall defend, indemnify and hold harmless Plotbox against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that: (a) the Client is given prompt notice of any such claim; (b) Plotbox provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and (c) the Client is given sole authority to defend or settle the claim.

14.2. Subject to clause 15, Plotbox shall defend the Client, its officers, directors and employees against any claim that the Services or Documentation infringe any U.S. patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that: (a) Plotbox is given prompt notice of any such claim; (b) the Client provides reasonable co-operation to Plotbox in the defence and settlement of such claim, at Plotbox's expense; and (c) Plotbox is given sole authority to defend or settle the claim.

14.3. In the defence or settlement of any claim, Plotbox may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

14.4. In no event shall Plotbox, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on: (a) a modification of the Services or Documentation by anyone other than Plotbox; or (b) the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by Plotbox; or (c) the Client's use of the Services or Documentation after notice of the alleged or actual infringement from Plotbox or any appropriate authority.

14.5. The foregoing, and clause 15.4(b) states the Client's sole and exclusive rights and remedies, and Plotbox's (including Plotbox's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. LIMITATION OF LIABILITY

15.1. This clause 15 sets out the entire financial liability of Plotbox (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client: (a) arising under or in connection with the Agreement; (b) in respect of any use made by the Client of the Services and Documentation or any part of them; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

15.2. Except as expressly and specifically provided in the Agreement: (a) the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. Plotbox shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Plotbox by the Client in connection with the Services, or any actions taken by Plotbox at the Client's direction; (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and (c) the Services and the Documentation are provided to the Client on an "as is" basis.

15.3. Nothing in the Agreement excludes the liability of Plotbox: (a) for death or personal injury caused by Plotbox's negligence; or (b) for fraud or fraudulent misrepresentation.

15.4. Subject to clauses 15.2 and 15.3: (a) Plotbox shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and (b) Plotbox's total aggregate liability in contract (including in respect of the indemnity at clause 14.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total amount paid by the Client to Plotbox under the Agreement during the 12 months immediately preceding the date on which the claim arose.

16. TERM AND TERMINATION

16.1.

Unless otherwise set forth in the applicable Order Form or Statement of Work, or terminated earlier pursuant to this Agreement's express provisions, this Agreement shall remain in effect for sixty (60) months from the Effective Date (the "Initial Term") and shall automatically renew for successive twelve (12) month periods (each, a "Renewal Term") on Plotbox's then-prevailing terms and conditions, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and any Renewal Term(s), if any, shall be referred to collectively as the "Term." If any Order Form or Statement of Work under this Agreement remains active beyond the expiration of the Term, this Agreement shall remain in effect until the expiration or termination of all such Order Form(s) or Statement(s) of Work, as applicable. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

16.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment; (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; (d) an application is made to court, or an order is made, for the

appointment of an administrator, receiver, or bankruptcy trustee over the party; or (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business relevant to performance under this Agreement.

16.3. On termination of the Agreement for any reason: (a) all licences granted under the Agreement shall immediately terminate; (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; (c) Plotbox may destroy or otherwise dispose of any of the Client Data in its possession unless Plotbox receives, no later than 30 days after the effective date of the termination of the Agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. Plotbox shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17.FORCE MAJEURE

Plotbox shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Plotbox or any other party), failure of a utility service or transport or telecommunications network, act of God, war, epidemic, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration. If such a force majeure event prevents, hinders or delays Plotbox's performance of its obligations for a continuous period of more than three (3) months, the Client may terminate the Agreement by giving one (1) month's notice to Plotbox.

18.VARIATION

Except as set forth in this clause, these General Terms may not be modified except (i) by authorized representatives of each Party and (ii) in a written contract signed by both Parties. Notwithstanding anything to the contrary contained herein, PlotBox may modify or amend these General Terms at any time by posting modified General Terms with a new date at https://www.plotbox.io/hubfs/Plotbox_General_Terms_-_USA.pdf. Changes will not apply retroactively and will become effective thirty (30) days after they are posted. However, changes addressing new functions for a product or service or made for legal reasons will be effective immediately.

19.WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.COUNTERPARTS

The SOW may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement. The exchange of a fully executed SOW (in counterparts or otherwise) by electronic transmission shall be sufficient to bind the parties to the terms and conditions of the Agreement.

21.RIGHTS AND REMEDIES

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22.SEVERANCE

22.1. If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

22.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23.ENTIRE AGREEMENT

23.1. The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

23.2. Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

24.ASSIGNMENT

24.1. The Client shall not, without the prior written consent of Plotbox, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. Pricing and commercial terms are specific to the Client and shall not transfer in the event of any merger, acquisition, or corporate restructuring involving the Client.

24.2. Plotbox may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

25.NON-SOLICITATION

To the extent permitted by applicable law, during the Term of this Agreement and for a period of twelve (12) months thereafter, the Client shall not, without the prior written consent of PlotBox, directly or indirectly solicit for employment or engagement any employee, contractor, or agent of PlotBox who was involved in the provision of the Services or performance under this Agreement. This restriction shall not apply to general solicitations not specifically targeted at such individuals (e.g., job postings in public media or on general recruiting websites).

26.NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

27.THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

28.NOTICES

28.1. Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-

class post or recorded delivery post to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes. Notice is effective upon receipt.

28.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

29. GOVERNING LAW; MANDATORY ARBITRATION

This 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 law of the State of New York exclusive of conflict or choice of law rules but inclusive of applicable federal law, including the Federal Arbitration Act. Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules, using Expedited Arbitration Procedures, available at www.jamsadr.com. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits. The Tribunal will consist of one (1) arbitrator. The place of arbitration will be New York, NY. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.