

Malvern Panalytical | Terms and conditions for Connectivity Services

October 2025 edition

This document contains the terms and conditions applicable to the provision of Connectivity Services provided by **Malvern Panalytical B.V.**, with its principal office located at Lelyweg 1, 7602EA in Almelo, The Netherlands and registered with the Dutch Chamber of Commerce under registration no. 06069492 and **Malvern Panalytical Limited**, with its principal office located at Enigma Business Park, Grovewood Road in Malvern, Worcestershire, WR14 1X in the United Kingdom and registered under the laws of England and Wales, with registration no. 01020602 and/or its Affiliates (hereinafter referred to as: **"MP"**) to each customer (hereinafter **"Customer"**) who executes an agreement with MP to use such digital services.

MP and/or Customer may individually be referred to as a **"Party"** or collectively as the **"Parties"**.

1. Definitions

"Affiliates" means in the case of Customer any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Customer, except for any subsidiary or holding company of Customer. In the case of MP any other entity directly or indirectly controlled by Spectris PLC.

"Authorised Users" means the Customer and or those Customer Affiliates who are authorised to use the Connectivity Service.

"Terms and Conditions for the Sale and Supply of Goods and Services" means MP's Terms and Conditions for the Sale and Supply of Goods and Services, which can be consulted on <https://www.malvernpanalytical.com/en/aboutus/terms-of-sale-and-service>

"Connectivity Service" means the digital services provided by MP to Customer, specifically an online service providing one or more of the following services for the Authorised User to access:

- (a) The utilization rate of the Registered Product (e.g. number of samples measured, utilization patterns), or
- (b) The Registered Product configuration (e.g. MP Software version, accessories or settings being utilized), or
- (c) The actual health status of the Registered Product.

The Connectivity Service may include a proactive maintenance service provided by MP service specialists.

"Confidential Information" means the Confidential Information as defined in clause 10.

"Digital Services Contract" means the contract between Customer and MP arising as a result of Customer's submission of an order for Connectivity Services and MP's acceptance of such order, in writing, to provide the Connectivity Services. Such contract shall be deemed to incorporate and be governed by these terms and conditions as from time to time varied by MP, as well as the Service Level Agreement (if agreed).

"Customer" means the person, firm or company which places an order for the purchase of the Connectivity Service, as identified in any such order or Quotation as the case may be.

"Customer Data" means Sample Results generated by the Registered Product and stored by the Customer or its End Users on the systems as deployed for the provision of the Digital Services, excluding Telemetry Data.

"Effective Date" means the date upon which the Customer's Registered Product is connected to the MP Cloud.

"Initial Subscription Term" means a period of 12 months from the Effective Date.

"MP Cloud" means the remote computer network and associated applications from which the Connectivity Service will be provided, which is hosted in the MS Azure environment.

"MP Software" means software owned and provided by MP for installation on the PC that is used by the Authorised User in association with the Registered Product, to allow connection to the MP Cloud.

"PC" means the Customer personal computer that is used with the Registered Product.

"Renewal Period" the period described in 12.1.

"Registered Product" means any MP instrument that makes use of the Connectivity Service.

"Sample Results" means any chemical, biological, or physical properties of a Customer sample, as determined by a Registered Product.

“Self-Install Requirements” means the document provided by MP, which sets out the instructions to enable installation of the MP Software on your PC, connection to the MP Cloud and access to the Connectivity Service.

“Service Level Agreement” means the separate (from this document) service level agreement specifying the service levels of the Digital Services and which, if executed by the Parties, forms an inextricable part of the Digital Services Contract.

“Software Crash Data” means an error report automatically generated by the PC used in association with the Registered Product containing:

- (a) a listing of the lines of code, which were being executed by the MP Software, when the error was encountered,
- (b) a description of the error type,
- (c) the time at which the Registered Product was being operated.

This error report will not contain any measurements or Sample Results or information from which the Sample Results could be inferred or reverse engineered, or information belonging to the Customer.

“Subscription Fees” means the subscription fees payable by the Customer to MP for the number of Registered Products selected by the Customer on their purchase order for the Connectivity Services.

“Subscription Term” has the meaning given in clause 12.1 (being the Initial Subscription Term together with any subsequent renewal periods).

“MP Specification” means the document that MP provides to the Customer which sets out what technical requirements are needed to receive the Connectivity Service.

“Telemetry Data” means:

- (a) any data describing the performance of a Registered Product's sub-components and assemblies, together with the time such data was generated.
- (b) The Registered Product's configuration, including (as applicable) the crystals, masks, filters, detectors, and collimators deployed, or other accessory being utilized.
- (c) The results of MP's reference sample tests being conducted on the Registered Product, as part of the service support contract.

Telemetry Data shall not include any Customer measurements or Sample Results or information from which Sample Results could be inferred, or reverse engineered.

“Quotation” means a document provided by MP describing Connectivity Services offered to Customer, subject to these terms.

“Virus” means any thing 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.

“Vulnerability” means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

2. Applicability and order of precedence

- 2.1. No term or condition of Customer additional to or different from these conditions shall become part of any Digital Services Contract, unless explicitly agreed to in writing by MP. MP's failure to object to any provision contained in any communication from Customer shall not be construed as a waiver of these conditions nor as an acceptance of any such provision.
- 2.2. In the event of any contradictions between the different documents which together form the Digital Services Contract, the following order of precedence applies:
 - (a) These conditions;
 - (b) the Quotation;
 - (c) The Terms and Conditions for the Sale and Supply of Goods and Services, when applicable;
 - (d) a separate data processing agreement (if applicable);
 - (e) the Service Level Agreement (if applicable).
- 2.3. If the Digital Services Contract forms a part of a larger (contractual) framework between the Parties (for example in the form of an addendum), the provisions of the Digital Services Contract shall take precedence over any

contradictory provisions contained in that larger (contractual) framework, unless explicitly agreed otherwise. Functionally, in such a case, the Digital Services Contract shall, where relevant and for the purposes of the provisions contained therein, be regarded as a separate, self-contained agreement, regardless of its place in the larger (contractual) framework.

3. Execution and performance of the Connectivity Services

- 3.1. The Connectivity Services are executed with Customer's acceptance of MP's Quotation, and MP's written confirmation thereof, automated or otherwise.
- 3.2. For clarity, the execution of Connectivity Services can be arranged separately through MP's Affiliates located in or designated to the country of Connectivity Services destination.
- 3.3. After execution of the Digital Services Contract and in accordance with the terms thereof, MP will apply all commercially reasonable efforts to, as soon as possible, provide Customer with access to the relevant Connectivity Services for the agreed duration.
- 3.4. Any delivery dates and deadlines are always indicative and are not to be considered as strict deadlines, unless expressly agreed otherwise in writing.
- 3.5. MP will always provide Connectivity Services on a 'commercially reasonable efforts' basis, unless MP has expressly committed to providing a specific result or made a specific guarantee in the Digital Services Contract.
- 3.6. MP is entitled to engage third parties in the performance of the Connectivity Services. Any costs associated with this will only be at Customer's expense if this has been agreed in advance.
- 3.7. The Customer will ensure that all information and access to virtual or physical locations designated by MP as essential or in respect of which Customer should reasonably understand that it is required for the purpose of performing the Connectivity Service(s), is provided to MP in a timely fashion. Customer will ensure that such information and its details are correct, complete and up to date.
- 3.8. MP will not be bound by an acceptance by Customer to MP's Quotation that deviates from such Quotation and, any (additional) terms and conditions provided by Customer are expressly not applicable.
- 3.9. Customer shall be responsible for determining that the Connectivity Services, including the MP Software, (i) are suitable for Customer's use and (ii) that their use complies with any applicable laws and regulations in the country or countries in which Customer intends to use them.

4. Provision of Connectivity Service and minimum requirements

- 4.1. For Customer to make full use of the Connectivity Service, Customer will: (i) download and install the MP Software onto the PC, unless otherwise agreed between the Customer and MP; (ii) make available a secured link to the MP Cloud from the PC. This may mean allowing certain protocols through firewalls and allow connection to the appropriate MP Cloud end point; and (iii) need to provide a secure internet connection as set out in the MP Specification document to enable the export of the Telemetry Data and Software Crash Data generated by the Registered Products.
- 4.2. Once the connection to the MP Cloud is made, the MP Software will automatically export the Telemetry Data and Software Crash Data generated by the Registered Product. Such connection will provide the Customer with a live view of the data and cloud analytics of their Registered Product, according to the Connectivity Service they have selected. An appropriate browser and internet connection will be required to view this data.

5. Customer obligations

- 5.1. Subject to the Customer complying with (a) and (b) below, MP hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Connectivity Service during the Subscription Term solely for the Customer's internal business operations:
 - (a) paying the required amounts as set out under the Quotation or invoice or receiving a free trial, and
 - (b) adhering to the Terms and Conditions for the Sale and Supply of Goods and Services, when applicable, and this Digital Services Contract.
- 5.2. The Customer shall:
 - (a) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Connectivity Service and, in the event of any such unauthorised access or use, promptly notify MP, and
 - (b) make every effort to reduce the security Vulnerabilities surrounding the Registered Product, PC and network connection, and
 - (c) ensure that Authorised Users use the Connectivity Service in accordance with the Terms and Conditions for the Sale and Supply of Goods and Services, when applicable, and this Digital Services Contract and shall be responsible for any Authorised User's breach of such contract, and
 - (d) the Customer shall comply with the Self-Install Requirements.
- 5.3. The Customer shall not:
 - (a) except as may be allowed by any applicable law which is incapable of exclusion by contract between the Parties and except to the extent expressly permitted under this Digital Services Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish,

- download, display, transmit, or distribute all or any portion of the MP Software or Connectivity Service in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the MP Software or Connectivity Service; or
 - (b) access all or any part of the MP Software and Connectivity Services in order to build a product or service which competes with the Connectivity Services; or
 - (c) use the MP Software and or Connectivity Services to provide services to third parties; or
 - (d) shall not assign, sub-contract or transfer in any way with, any of its rights or obligations under this contract, nor will Customer be permitted to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the MP Software and or Connectivity Services available to any third party except the Authorised Users; or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the MP Software and or Connectivity Services, other than as provided under this clause; or
 - (f) introduce or permit the introduction of any Virus into MP's network and information systems, including the MP Cloud.
- 5.4. The rights provided under this clause 5.1 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

6. MP obligations

- 6.1. MP undertakes, during the Subscription Term, to use all reasonable skill and care to supply the Connectivity Services in accordance with this Digital Services Contract.
- 6.2. MP:
- (a) does not warrant that: (i) the Customer's use of the Connectivity Services will be error-free; or (ii) that the Connectivity Services and/or the information obtained by the Customer through the Connectivity Services will meet the Customer's requirements; or (iii) MP Software or the Connectivity Services will be free from Vulnerabilities or Viruses;
 - (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 Customer acknowledges that the Connectivity Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
 - (c) does not warrant that that the Connectivity Service will be compatible with the Customer's information technology infrastructure and or software.
- 6.3. MP warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this contract.
- 6.4. If there are any issues with the MP Software, that cannot be dealt with normal maintenance, then MP will:
- (a) Issue updates to the MP Software; or
 - (b) Terminate the contract immediately by notice in writing to the Customer and refund any of the monies paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the MP Software to the date of termination).
- 6.5. Subject to the Customer ensuring that they have complied with the MP Specifications and or installed any update provided by MP, then MP warrants an uptime of above 95% for the Connectivity Services over the Subscription Term. If MP is unable to provide the uptime as stated, Customer and MP will liaise to discuss a credit for following Subscription Term.

7. Prices and Terms of Payment

- 7.1. The prices for the Connectivity Service will be as set out in the Quotation or invoice or as otherwise agreed between the Parties in writing.
- 7.2. MP will invoice the Customer, in respect of paid for Connectivity Service yearly in advance, unless agreed otherwise. Terms of payment shall be net thirty (30) days from the date of invoice, unless agreed otherwise.
- 7.3. If MP has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of MP, MP may, without liability to the Customer, disable the Customer's access to all or part of the Connectivity Services and MP shall be under no obligation to provide any or all of the Connectivity Services while the invoice(s) concerned remain unpaid.
- 7.4. All amounts due under this Digital Services Contract shall be paid in full by Customer without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law.
- 7.5. MP may, in its sole discretion, determine at any time that Customer's financial condition requires full or partial payment in advance or the provision of security for payment by Customer in a form satisfactory to MP.
- 7.6. If Customer fails to make any payment when due under the Digital Services Contract, then, without prejudice to any other rights and remedies available to MP, MP shall (at its option) be entitled to:
- (a) treat the part of the Digital Services Contract that sees to Connectivity Services as repudiated by Customer, to suspend or cancel further provision of Connectivity Services or any part thereof under that

Digital Services Contract or any other agreement between them and claim damages and/or receive reasonable cancellation fees; or

- (b) recover, in addition to the payment, compensation of the statutory interest (as it applies to trade agreements) with respect to the outstanding amount, until payment in full is made. Such interest shall be calculated daily.

- 7.7. MP is furthermore authorized to adjust its rates and prices for its Connectivity Services under ongoing Digital Services Contracts at any time. MP shall notify Customer of this at least three (3) months in advance. In the event of such a pricing increase Customer shall have the right to terminate the Digital Services Contract, subject to a notice period of one (1) month.

8. Customer Data and data protection

- 8.1. The Customer shall own all right, title and interest in and to all of the Sample Results and are responsible for the security of its proprietary and Confidential Information.
- 8.2. For the avoidance of doubt, Customer Data and Sample Results shall in no event be accessed or collected by MP, nor shall they be transferred to the MP Cloud.
- 8.3. If Customer sends information to MP, for example feedback or a suggestion for improvement, Customer grants MP an unlimited and perpetual right of use of this information for the Connectivity Service or Registered Product (or modifications/improvements thereto). The foregoing does not apply to information that the Customer expressly marks as confidential.
- 8.4. If and insofar as the Connectivity Services involve the processing of personal data, as meant in the European General Data Protection Regulation ("GDPR"), by MP on Customer's instructions, the Parties shall execute a suitable, separate data processing agreement in accordance with the GDPR.
- 8.5. The Customer shall indemnify and hold MP harmless from and against all losses, costs, claims, expenses or damages howsoever arising which MP may incur or for which it may become liable as a result of or in connection with any breach or failure by the Customer or its representatives to comply with this clause including, but not limited to, all claims, proceedings or actions brought by a competent public authority and/or a data subject against MP and for all claims, proceedings or actions brought against MP and/or its sub-contractors of its data protection obligations (including its data security obligations) under applicable Data Protection Laws.

9. Maintenance and availability

- 9.1. MP will use reasonable endeavors to realize the uninterrupted availability of its systems, network, MP Cloud, MP Software and Connectivity Service, but offers no guarantees in this regard unless otherwise agreed by means of a Service Level Agreement. MP also makes no promises or guarantees as to security, availability and integrity of data transfers while making use of the MP Software, unless it explicitly states otherwise.
- 9.2. MP regularly carries out maintenance, adjustments or improvements of the systems, MP Software, MP Cloud networks or parts thereof which could lead to unavailability of the Connectivity Service. Should maintenance, adjustments or improvements require a reduced or total unavailability of the Connectivity Service, then MP will attempt to carry out such maintenance as much as possible outside Office Hours and will endeavor to notify Customer in advance of the scheduled maintenance. However, MP is in no case liable to compensate any damage arising in connection with such maintenance. If MP considers that there is a danger to the functioning of its systems, network, MP Cloud or MP Software, MP will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger. Since the Connectivity Service is provided over the public internet, Customer is itself responsible for acquiring appropriate internet access and suitable anti-virus protection and the like. MP accepts no liability in this regard.
- 9.3. MP may release updates to the MP Software, MP Cloud and Connectivity Service that address bugs, security vulnerabilities or add new features. MP shall make such updates available to Customer as soon as practicable.

10. Confidentiality

- 10.1. Each Party receiving confidential information from the other Party shall treat this as strictly confidential and use this solely in connection with its rights and obligations under the Digital Services Contract.
- 10.2. Confidential Information includes all information of which it can be assumed from the context that the disclosing Party would deem this to be confidential or of which the receiving Party should reasonably have recognized its confidential nature from the content of the information. Confidential Information also includes all information and data concerning or pertaining to the Digital Services Contract, the Connectivity Services, pricing, service levels, Customer Data, if any, sample results provided by MP, if any, Telemetry Data and more generally data concerning business operations, marketing, research, development, inventions, know-how, samples, product and service specifications, software, business relations, irrespective of the form in which this has been recorded or is provided.
- 10.3. The Customer acknowledges that the MP Software and information relating to the MP Software, including the results of any performance testing (which does not include Customer Data) of MP Software, constitutes MP's Confidential Information.
- 10.4. Each Party undertakes to keep confidential, not to use for its own purposes outside the agreed scope and not

without the prior written consent of the other Party, to disclose to any third party, the Confidential Information unless such information is or becomes public knowledge (other than by the breach of this clause) or is required to be disclosed by order of a competent authority or necessary for the fulfilling of the contract.

- 10.5. The obligation to treat certain information as confidential no longer applies if the receiving Party can prove that this information: (i) is or becomes publicly available through no act or omission of the receiving Party; (ii) is already in possession of the receiving Party prior to the date on which it was issued by the disclosing Party; (iii) is available from a third party without this Party being in default towards the disclosing Party arising from a confidentiality clause by distributing the information to the receiving Party; or (iv) was developed by the receiving Party independently and without the use of the Confidential Information of the disclosing Party.
- 10.6. These provisions continue to apply after the Digital Services Contract ends for any reason whatsoever and for as long as the disclosing Party has the right to invoke the confidential nature of the information.

11. Intellectual Property Rights

- 11.1. Nothing in these conditions or any Digital Services Contract shall have the effect of granting or transferring to, or vesting in, Customer any Intellectual Property Rights in or to any Connectivity Services.
- 11.2. The Customer acknowledges that all the intellectual property rights in the MP Software and Connectivity Service shall belong to MP or relevant third-party owners (as the case maybe) and the Customer shall have no rights in or to the MP Software or Connectivity Service other than the right to use it in accordance with the terms of the Digital Services Contract.
- 11.3. MP shall own any intellectual property derived by MP from the analysis of the Telemetry Data and the Software Crash Data.
- 11.4. Customer acknowledges and agrees that all Intellectual Property Rights in any work or tangible deliverable item arising from or created, produced or developed by MP under or in the course of provision of any Connectivity Services (including analysis of Telemetry Data or Software Crash Data), wherever in the world enforceable, including without limitations all right title and interest in and to the Connectivity Services, the MP Software and all documents, data, drawings specifications, articles, sketches, drawings, reports, inventions, improvements, modifications, discoveries, tools, scripts and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of MP and Customer shall acquire no right, title or interest in or to the same except as expressly agreed otherwise in writing.
- 11.5. Customer acknowledges and agrees that all Intellectual Property Rights in any work or tangible deliverable item arising from or created, produced or developed by MP, in relation to the Registered Product, under or in the course of provision of any Connectivity Services (including analysis of Telemetry Data or Software Crash Data), wherever in the world enforceable, including without limitations all right title and interest in and to the Registered Product and all documents, data, drawings specifications, articles, sketches, drawings, reports, inventions, improvements, modifications, discoveries, tools, scripts and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of MP and Customer shall acquire no right, title or interest in or to the same except as expressly agreed otherwise in writing.
- 11.6. MP undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Connectivity Service (or any part thereof) in accordance with the terms of this contract breaches any third-party intellectual rights. Provided that:
- (a) MP is given full control of any proceedings or negotiations in connection with any such claim;
 - (b) Customer shall not make any admission of liability and shall give MP all reasonable assistance for the purposes of any such proceedings or negotiations;
 - (c) except pursuant to a final award, Customer shall not pay or accept any such claim, or compromise any such proceedings without the consent of MP;
 - (d) Customer shall do nothing which would or might vitiate any insurance policy or cover which Customer may have in relation to such infringement and shall use its best endeavours to recover any sums due thereunder and this indemnity shall not apply to the extent that Customer recovers any sums under any such policy or cover;
 - (e) MP shall be entitled to the benefit of, and Customer shall accordingly account to MP for, all damages and costs (if any) awarded in favour of Customer which are payable by, or agreed with the consent of Customer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
 - (f) without prejudice to any duty of Customer, MP shall be entitled to require Customer to take such steps as MP may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which MP is liable to indemnify Customer under this clause, which steps may include (at MP's option) terminating use of the Connectivity Service, accepting from MP non-infringing, modified or replacement Connectivity Services.
- 11.7. MP shall have no obligation or liability under this clause insofar as the infringement arises from: (i) any additions or modifications made to Connectivity Service in question, otherwise than by MP or with its prior written consent; or (ii) the use of Connectivity Service beyond that scope established by MP or approved in writing by MP.

- 11.8. Without prejudice to clause 13.1, this clause states the entire liability of MP and the exclusive remedy of Customer with respect to any alleged infringement of intellectual property rights belonging to a third party arising out of or in connection with the performance of any contract. This clause shall be subject to the limits of liability in clause 13.2.

12. Term and termination

- 12.1. This contract shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Digital Services Contract shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:
- (a) either Party notifies the other Party of termination, by written notice, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - (b) otherwise terminated in accordance with the provisions of this Digital Services Contract;
- 12.2. Without affecting any other right or remedy available to it, either Party may terminate this contract with immediate effect by giving written notice to the other Party if:
- (a) the other Party fails to pay any amount due under this contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - (b) the other Party commits a material breach of any other term of this contract and (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so;
 - (c) the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or enters into liquidation whether compulsory or voluntarily.
- 12.3. On termination of this Digital Services Contract for any reason:
- (a) all licences granted under this contract shall immediately terminate; and
 - (b) the Customer shall immediately cease all use of the Connectivity Services; and
 - (c) 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 contract which existed at or before the date of termination shall not be affected or prejudiced.

13. Liability

- 13.1. Nothing in this contract shall exclude or limit either Party's liability for fraud or death or personal injury caused by its negligence or any other liability to the extent that the same may not be excluded or limited as a matter of law.
- 13.2. To the maximum extent allowed by applicable law, MP's maximum aggregate liability under or arising out of this contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% of the total amount payable by Customer in respect of Connectivity Services under that Digital Services Contract. In respect of Connectivity Services continuing beyond one year, MP's maximum aggregate liability shall in no event exceed in any year 100% of the total amount payable by Customer in respect of Connectivity Services in that year.
- 13.3. MP shall be under no liability to Customer for any direct and indirect loss of profit, loss of production, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill, loss of data, regulatory fines or for any indirect or consequential loss or damage of any kind, in each case, howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the Parties and whether arising in tort (including negligence), contract or otherwise.
- 13.4. Any claim arising out of or in connection with this Digital Services Contract must be commenced against MP within one year from the date upon which Customer became aware of or should have become aware of MP's infringement of Customer's rights, unless otherwise specified under applicable law.

14. Force Majeure

- 14.1. Notwithstanding anything to the contrary in these conditions, MP shall not be liable to Customer for any loss or damage which may be suffered by Customer as a direct or indirect result of the provision of Connectivity Services being prevented, delayed or rendered uneconomic by reason of circumstances or events beyond MP's reasonable control. If due to such circumstances or events MP has insufficient resources to meet all its commitments MP may apportion available stocks between its customers at its sole discretion.
- 14.2. Force majeure includes in particular but is not limited to domestic disturbances, mobilization, war, transportation blocks, strikes, epidemics, pandemics, network attacks such as SYN (synchronous) floods or (distributed) denial of service attacks, business interruptions, supply stagnation, fires, floods, import and export obstructions, large-scale internet infrastructure failures.

- 14.3. In case of force majeure, the affected Party will use its best efforts to find a suitable remedy or alternative source to overcome said force majeure.
- 14.4. Each Party has the right to suspend compliance with its obligations under the Digital Services Contract during the period of force majeure. If this period exceeds sixty (60) days, each Party will have the right to terminate the Digital Services Contract without being obliged to pay compensation to the other Party.
- 15. Miscellaneous**
- 15.1. For the avoidance of doubt, each agreement for the provision of services is executed with an individual MP legal entity. Nothing in these terms and conditions is intended to indicate joint and several liability for agreements entered into by individual MP legal entities.
- 15.2. Export, re-export or transfer of the Connectivity Service is subject to strict compliance with export control laws and regulations. MP shall be relieved from its obligations to deliver any items or perform any services, to the extent that applications for permits or licenses related thereto are refused by a relevant governmental authority.
- 15.3. These conditions and any Digital Services Contract shall be governed by the laws of England and Wales. The Parties shall agree to settle any claims or disputes arising out of or in connection with these conditions or any Digital Services Contract by amicable negotiations. If no settlement can be reached through negotiations within sixty (60) days after either Party has served written notice to the other requesting such negotiations, then the dispute shall be submitted to the exclusive jurisdiction of the competent courts of England and Wales.
- 15.4. Neither Party may assign, sub-contract or transfer in any way with, any of its rights or obligations under this contract;
- 15.5. Failure or delay in exercising, or any partial exercise of any right or remedy provided under this contract or by law shall not constitute a waiver of any right or remedy;
- 15.6. If any provision of these conditions are found to be invalid, this shall not affect the rest of the Digital Services Contract, which shall remain in full force and effect. In such an event, Parties will agree to new provisions that reflect the spirit of the invalid provisions to the most accurate extent possible under the law.
- 15.7. These conditions constitute the entire agreement and supersedes any prior agreement, understanding, representations or arrangements between the Parties with respect to its subject matter.
- 15.8. MP reserves the right to unilaterally amend or supplement these conditions, also with regard to already existing agreements. Amendments to the Digital Services Contract shall apply after a thirty (30) days notification of the change(s) in writing. If the said change(s) significantly affects Customer's position in a negative way, Customer may terminate the Digital Services Contract, provided that the notification to that effect is received by MP before the date on which the change(s) take(s) effect. Changes of minor importance, changes pursuant to the law and changes for the benefit of Customer, can be made any time.
- 15.9. All notices given under these conditions shall be sent to the address of the other Party set forth in the Digital Services Contract. Notice shall be regarded as properly given if sent in writing and shall be deemed to have been served on the day of receipt if sent by express courier or by registered mail. Any notice required to be given under this contract shall not be validly served if sent only by e-mail.