

1 Agreement

- 1.1 These General Conditions ("Agreement") apply to all commercial activities of NORRIQ Ltd with registered offices at 8 Northumberland Avenue, London, WC2N 5BY (hereinafter referred to as "NORRIQ") with Company Registration Number 09730972.
- 1.2 NORRIQ has the right to modify these General Conditions by giving 1 month's notice to the Client in writing, notification on the website drink-it.com, on the invoice or via email.
- 1.3 This ("Agreement") is made together with applicable licence conditions and any document that is fully executed by both parties ("Attachment"), such as accepted orders and signed quotations and constitutes the entire agreement between the parties. This Agreement comes into force upon signing of the first Attachment.
- 1.4 Each Attachment will:
 - a. Set forth, at a minimum, a description of the services to be performed or products to be provided by NORRIQ, including: (i) a list identifying all software licenced under a separate or accompanying licence agreement by NORRIQ or third party ("Software") and any equipment or other hardware being provided ("Third Party Products") to be licenced or purchased; and (ii) the schedule for all services being provided whether by NORRIQ or a third party on behalf of NORRIQ;
 - b. Contain estimates of its fees, costs, payment terms and delivery dates. Client understands that services are provided on a time and materials basis and NORRIQ is not bound by any estimate as any such estimate is provided only as a good faith approximation based on information furnished to NORRIQ by Client. If any estimate set forth in an Attachment becomes materially inaccurate, NORRIQ will notify Client in writing as soon as NORRIQ becomes aware of such change.
- 1.5 Client may request an amendment or update to an existing Attachment or request additional services by agreeing a separate Attachment.
- 1.6 In any conflict between this Agreement and any Attachment, this Agreement will control unless the Attachment expressly states that it is intended to amend the Agreement.
- 1.7 Any of Client's Affiliates may, by mutual agreement, enter into an Attachment directly with NORRIQ for purchasing services and / or products under this Agreement; provided that each such Affiliate shall be solely responsible for any obligations under such Attachment and shall be deemed to be the Client with respect to the terms and conditions herein. "Affiliate" means with respect to an entity, any entity that controls, is controlled by, or is under common control with, that entity, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity, whether through the ownership of voting securities, contract or otherwise.

2 Term and Termination

- 2.1 As set forth above, this Agreement is effective when signed by both parties and will continue until terminated as provided herein (the "Term").
- 2.2 The licence to any Software delivered under an Attachment will become effective upon payment in full of the licence fees or scheduled initial payment of the subscription fees as detailed in that Attachment and will continue in accordance with the terms of the applicable licence agreement.
- 2.3 This Agreement may be terminated by either party on written notice if the other party breaches any term or condition of this Agreement and / or an Attachment and such breach is not cured within 30 days following written notice from the party, specifying the breach.
- 2.4 This Agreement may be terminated immediately by either party if the other has filed for bankruptcy or is declared bankrupt, receives a resolution for winding-up (for a reason other than a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction making an order to that effect or the other party ceasing or threatening to cease to carry on business or the occurrence of any similar event in any jurisdiction.
- 2.5 This Agreement will terminate automatically 3 years after the termination of the last running Attachment.
- 2.6 Promptly following termination of the Agreement, except as set forth herein or separately agreed, each party will:

- a. return to the other party its Confidential Information (as defined below) and other property in the first party's possession or control. Further to Section 2.2, provided that Client has paid all applicable licence fees related to any Software on termination, the licence(s) to the Software will survive termination in accordance with the terms of the applicable licence agreements.
- b. Complete any agreed and undisputed Agreements.
- c. Settle any undisputed invoices to their full extent within 30 days.

3 Fees and Payments

- 3.1 All amounts payable will be invoiced as detailed in the relevant Attachment or if not specified invoiced in advance for Software and Third Party Products and monthly after delivery for all other services.
- 3.2 Any complaint or dispute regarding an invoice must be provided in writing detailing the reason for the dispute within 10 business days from the invoice date. The Client will be deemed to have approved the invoice if it fails to timely deliver such notice. Any undisputed part of the invoice should be paid as per the payment terms.
- 3.3 All invoices are payable within 15 days after the invoice date unless agreed in that Attachment.
- 3.4 Any invoice that is unpaid when due will accrue interest at the lesser of 2.0% monthly or the maximum rate permitted by law. If an invoice is not paid by the Client when due, NORRIQ, in addition to any other available remedies, may suspend the right to use Software and or Third Party products and stop all services under this Agreement and any Attachments until all overdue undisputed invoices have been paid. If NORRIQ exercises its right to suspend under this section it can no longer be held accountable for not respecting the agreed delivery dates or timetable.
- 3.5 In case of serious doubts about the solvency of the Client NORRIQ will have the right to request a supplemental payment security before commencing any agreed services.
- 3.6 Client will pay all reasonable travel, living and other expenses incurred by NORRIQ in performing Services at cost or for mileage at the HMRC approved maximum rate. Travel time will be billed at 50% of NORRIQ's applicable hourly rates as set out in an Attachment.
- 3.7 Client will pay any sales, use or value added taxes (but excluding taxes assessed against NORRIQ's income or payroll) due and owing on NORRIQ's Services hereunder, including any Software or Third Party Products. Such taxes will be separately detailed on the invoice and paid by Client or Client will provide NORRIQ and / or the appropriate authority with an approved exemption certificate.

4 Obligations and Warranties

- 4.1 Client will: (i) respond to requests from NORRIQ on a timely basis; (ii) have at least one Client contact identified for each Attachment, available during regular business hours and authorised to approve change requests and provide other information and assistance to NORRIQ; (iii) provide NORRIQ with timely and accurate information and documentation; (iv) make available Client personnel familiar with the Client's requirements and with the expertise to permit NORRIQ to undertake and complete its obligations; (v) maintain, where appropriate, a proper operating environment for the Software; (vi) provide a safe area for NORRIQ to perform any Services required to be performed on the Client's site; (vii) provide for car parking and all power, environmental requirements, supplies, cabling, communications facilities, and all other equipment and facilities required; (viii) regularly, where appropriate, back up all files and data and store these securely; (ix) provide access to the Client's systems as reasonably requested by NORRIQ; (x) agree that in delivering the services NORRIQ will require that existing operational environments may be unavailable for a period of time which will be jointly agreed; and (xi) maintain or acquire sufficient quantities of fully valid licences or subscription licences for all Software and / or Third Party Product to fully support its requisite number of users.
- 4.2 NORRIQ will: (i) perform all services in a professional manner using reasonable skill and care in accordance with generally accepted industry standards; (ii) use reasonable care to deliver the services in accordance within the agreed timescales; (iii) deliver services so that they are substantially complete to the specifications agreed within their respective documentation; (iv) for Software modifications and customisations warrant the delivery for a period of 14 days after their delivery to a live

General Conditions

(for the most recent version see drink-it.com)

environment so long as the Client uses the deliverable on the equipment and environment for which they were intended; (v) for Third Party Product or Software provide no Warranty. For clarity, any such warranty may be provided by the manufacturer and will be described in the associated licence or subscription agreement; (vi) with respect to the above NORRIQ does not warrant that the Software, modification and / or customisation or Third Party Product will perform continuously without error; (vii) Where purchased provide a telephone assistance and error remediation service in accordance with NORRIQ's published support service operating guide available upon request.

4.3 Each party will comply with all laws applicable to the performance of its obligations hereunder and for the Software comply with all laws relating to the import or export of Software and technical or personal data.

4.4 NORRIQ's warranty will be void if Client or any third party uses and / or modifies the services, Software and / or Third party Product in any manner other than authorised by NORRIQ.

4.5 The Warranties described in this section are in Lieu of and exclude (to the fullest extent permitted by law) any and all other representations, conditions and warranties with respect to the services, Software and Third Party Product whether expressed or implied by any method.

5 Acceptance

5.1 Software will be deemed accepted when delivered, or if applicable, installed as foreseen by the Attachment.

5.2 Any Software enhancement / maintenance agreement will come into force as from the signing of the associated Software licence agreement.

5.3 Modifications or customisations will be deemed accepted when they are functioning in a test environment and transferred by consent of the Client to the operational environment.

6 Software and Third Party Product

6.1 To the extent it is not dealt with in the applicable licence or subscription agreement the following will apply:

a. The Client will only get a non-transferable and non-exclusive right to use, on the environments set out in the appropriate Attachment, of the Software and / or Third Party Product including any modifications or customisations.

b. The Client is not authorised to sell, rent or transfer the Software, Third Party Product or any modifications and customisation in full or in part or use it for a purpose not allowed for in the appropriate licence of Attachment.

7 Confidential Information

7.1 Each party acknowledges that it may receive or have access, during the term of this agreement, to the other party's Confidential Information, meaning any business or technical information of NORRIQ or Client that (i) is designated by a party as "confidential" or "proprietary" at the time of disclosure or (ii) due to its nature or the circumstances of its disclosure, the party receiving such information knows or has reason to know that such information should be treated as confidential or proprietary. Each party will maintain the confidentiality of the other party's Confidential Information, will not use such Information other than to perform its obligations hereunder and will not disclose such Confidential Information to any third party, excluding only any employee, consultant and advisor who needs access to the Confidential Information to perform his or its obligations to NORRIQ or the Client and who has executed an agreement under which he or it is fully bound by the receiving party's obligations hereunder.

7.2 On termination of the Agreement, the receiving party will promptly deliver to the disclosing party or destroy all notes, memoranda and all other media and materials containing the disclosing party's Confidential Information and will not retain any copies thereof other than solely for archival, disaster recovery and compliance purposes, which copies will remain wholly subject to this Agreement.

7.3 Confidential Information does not include information that the receiving party can document (i) was generally available to the public at the time received from the disclosing party or becomes generally available to the public thereafter without breach of this Agreement, (ii) was known to it, without restriction, at the time of disclosure, (iii) is disclosed to the

receiving party by a third party who may transfer or disclose such Information without restriction or (iv) was independently developed by it without any use of the disclosing party's Confidential Information.

7.4 Further, the restrictions on disclosure of Confidential Information will not apply to the extent disclosure is required by a court, administrative agency or other governmental body with jurisdiction; provided that the receiving party uses diligent efforts to (i) provide prompt notice of the required disclosure to the disclosing party and (ii) limit disclosure and obtain confidential treatment for such Confidential Information.

8 Intellectual Property

8.1 Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" will mean any and all intellectual property and/or proprietary rights of any kind, tangible or intangible, now known or hereafter existing, including copyrights, trade secret rights, know how, database rights, trademarks and patent rights, including all registrations and applications therefore now or hereafter in force in any jurisdiction throughout the world and any other similar rights.

8.2 Ownership of modifications and customisations. NORRIQ will own all rights, including all Intellectual Property Rights, in and to all modifications and customisations and all deliverables, tangible or intangible, created or produced by NORRIQ in performing the services.

8.3 Licence to use modifications and customisations. Provided that Client has paid all amounts related to the modifications and customisations due to NORRIQ and subject to Sections (g) and (h) below, NORRIQ hereby grants Client a perpetual and irrevocable, non-transferable and non-assignable, non-exclusive, worldwide, royalty-free and fully-paid licence to use, install and execute solely for Client's internal business purposes only; provided that Client may not distribute, sub-licence or disclose any such modifications or customisation on a standalone basis to any other third party.

8.4 Software and Third Party Products. Client's rights in any Software, any Third Party Products and any other data, programs and other materials provided by third parties, regardless of whether or not obtained with the assistance of NORRIQ, will be as provided in the applicable third party licence, subscription or purchase agreement, and Client is solely responsible for compliance with such third party agreements and policies.

8.5 NORRIQ Components. Client acknowledges that NORRIQ, prior to or during the course of this Agreement, has or may develop tools, ideas, concepts, processes, methodologies, software, and know-how ("NORRIQ Components"), some of which NORRIQ may use in its performance of Services. NORRIQ will retain exclusive ownership of all such NORRIQ Components and will be entitled to use any and all NORRIQ Components in connection with the performance of Services for other parties. Provided that Client has paid NORRIQ for the NORRIQ Components provided under this Agreement, NORRIQ hereby grants Client a perpetual and irrevocable, non-transferable and non-assignable, non-exclusive, worldwide, royalty-free and fully-paid licence to use any NORRIQ Component incorporated in the Client's Services under any Attachment to the fullest extent necessary for Client's operation and maintenance of any Software, modifications, customisations or other deliverables included in the Services. Client will not use or distribute any NORRIQ Component on a standalone basis in any manner.

8.6 Client Materials. For the avoidance of doubt, Client retains all right, title and interest in and to any data owned by Client or produced by NORRIQ, information, text, graphics, templates and any other content (collectively, the "Client Materials"), in any and all media, provided by Client to NORRIQ for use in connection with the Services and/or incorporation into any modifications, customisation or deliverables. NORRIQ's ownership rights as set forth above are subject to Client's underlying rights in and to the Client Materials.

9 Personnel

9.1 NORRIQ personnel performing Services for Client under this Agreement may perform similar services for others during or after the Term. NORRIQ will make reasonable efforts to honour specific requests of Client regarding the assignment of NORRIQ personnel; however, NORRIQ reserves the sole right to make and change all such assignments. In accordance with the next paragraph, on receipt of a written request by

Client detailing lawful reasons for removal of any NORRIQ personnel, NORRIQ will promptly withdraw or replace such personnel.

- 9.2 NORRIQ will use diligent efforts to provide personnel in accordance with the estimates and schedules provided to Client in any Attachment. Should any personnel be unable to perform scheduled Services because of illness, resignation or other causes beyond NORRIQ's control, NORRIQ will promptly replace such unavailable personnel and familiarise and/or train such replacement personnel as necessary at no cost to Client.

10 Non-Solicitation

- 10.1 During the Term and for 24 months thereafter, neither party, directly or indirectly, will solicit for employment or for engagement as an independent contractor, or encourage leaving its employment or engagement, any employee or independent contractor of the other party known to the soliciting party solely through this Agreement or any Attachment hereunder. For the avoidance of doubt, general public advertisements for employment or engagement and any individual's response thereto, will not be deemed a violation of this Section. Unless the parties agree it is in their best interest any breach of this section would damage the other party in an amount difficult to ascertain with certainty; therefore, on any breach hereunder, the breaching party will pay to the other party an amount equal to twice the gross annual compensation (with the non-breaching party) of the applicable employee or independent contractor.

11 Remedies; Limitation of Liability

- 11.1 One party's breach of its obligations under Sections 7, 8 and 10 above or Client's breach of any restriction on its use, copying or transfer of Software under this Agreement would irreparably injure the other party, which could not adequately be compensated by monetary damages. Accordingly, each party may seek and obtain injunctive relief from the breach or threatened breach of such provisions in addition to and not in limitation of any other legal remedies, including those set forth in Section 2 above.
- 11.2 NORRIQ's sole liability and Client's sole and exclusive remedies under NORRIQ's limited warranty are as follows: if notified by Client in writing of a problem during the Warranty Period, NORRIQ will use all commercially reasonable efforts at no charge to repair or replace each item of NORRIQ Software and/or Modification to make the item operate as warranted; provided that, if NORRIQ is unable to make the affected item operate as warranted within a reasonable time, NORRIQ, at its option, may instead refund to Client, the lesser of, the services fees paid by Client to NORRIQ for the non-conforming item to the extent paid by Client or £125,000. Client's sole remedy with respect to Software and / or Third Party Products will be to the licensor, manufacturer or vendor of such Software or Third Party Products and as provided in the agreement between Client and such party.
- 11.3 Neither party will be liable for any force majeure event, including war, riots, natural disasters, terrorism, embargos or power or telecommunications failure. The affected party will promptly inform the other party of any force majeure event, and either party may require a renegotiation of the schedules set forth in any open Attachments. If a force majeure event continues for more than 90 days, either party may terminate the Agreement or any open Attachment.
- 11.4 No action, regardless of form, relating to or arising out of the services under this Agreement may be brought by either party more than two years after the date of completion of the Services.
- 11.5 Neither party will be liable to the other party for any loss of profits, loss of revenue, loss of anticipated savings, loss of goodwill, loss of or corruption of or damage to any data or for any indirect, consequential, special or punitive damages incurred or suffered by the other party in any circumstances. Save as provided in the previous sentence and subject to the following sentence, each party's total liability to the other under each Attachment to this agreement, whether arising in contract, tort or otherwise, will be limited as detailed in section 11.2. Nothing in this agreement shall exclude or limit either party's liability for death or personal injury resulting from negligence, or in relation to any claim based on fraud, or in relation to any claim for breach or misuse of intellectual property rights or confidential information, or a breach of the obligations imposed by sale of goods act 1979 or supply of goods and services act

1982, or for any claim under a party's indemnification obligations under this agreement.

- 11.6 Each party will provide prompt written notice and defend, indemnify and hold harmless the other party and its officers, directors, employees, shareholders, contractors, agents, representatives and successors from and against any and all Third Party Claims incurred or suffered by the indemnified party to the extent arising out of (i) the indemnifying party's breach of this Agreement or any agreement entered into with a third party vendor in connection with this Agreement or any Attachment hereto and/or (ii) the indemnifying party's negligence or misconduct.

12 General

- 12.1 This Agreement, including the Attachments that are incorporated herein by this reference, (i) embodies the final, complete and exclusive understanding between the parties with respect to its subject matter, (ii) replaces and supersedes all previous oral or written agreements, understandings or arrangements between the parties, (iii) may be signed in counterparts, each of which will be an original and both of which will constitute one and the same document and (iv) may only be amended in writing signed by each party hereto. The failure of either party to enforce a provision of this Agreement will not be deemed a waiver of such provision or of the right of such party thereafter to enforce such provision. The parties expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- 12.2 Further to Section 2.2 above, no Software ordered by the Client may be returned to NORRIQ for refund or credit after an Attachment documenting such Software has been executed by Client, excluding only the return of non-performing NORRIQ Software as expressly permitted under Section 11 above.
- 12.3 Notices hereunder will be effective when received and will be sufficient if given in writing, hand-delivered, sent by email with confirmation of receipt, sent by first class mail, return receipt requested and postage prepaid, or sent by overnight courier service and addressed to the signatories above at the addresses set forth on the cover page above.
- 12.4 The parties hereto are independent of each other, and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement. Neither party will have the power to obligate or bind the other party.
- 12.5 This Agreement will be governed by and construed in accordance with the laws of England and any claim or matter arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts.
- 12.6 If any term of this Agreement is or becomes unenforceable or invalid, such invalidity or unenforceability shall not affect the other terms of this Agreement which shall remain in full force and effect.
- 12.7 If any term of this Agreement is or becomes invalid or unenforceable but would be valid or enforceable if some part of it were deleted or modified by the parties, the term in question shall apply with such modification as may be necessary to make it valid and enforceable. The parties shall act reasonably and in good faith to agree any such modification.
- 12.8 NORRIQ may use Client's name in describing or promoting NORRIQ's Services on NORRIQ's Website and in its marketing materials or other documents listing NORRIQ's qualifications, experience and companies for which NORRIQ has provided professional services. Client also acknowledges its willingness to discuss its participation in case studies with NORRIQ on NORRIQ's request. Client will receive and approve the final version of any and all such materials prior to public release.
- 12.9 Any accrued payment or tax obligation of either party or any cause of action or claim of either party, whether in law or in equity, accrued or to accrue because of any breach or default will survive the termination or expiration of this agreement.