

## GENERAL TERMS AND CONDITIONS

(hereafter referred to as "GTC")

### 1. Scope and Validity

- 1.1. These GTC govern the delivery of hardware and software ("Products") and the provision of customer care/professional services ("Services") as well as Software (as defined in section 5.1) by Ascom to its distributors/resellers or end customers (each a "Customer", together with Ascom the "Parties").
- 1.2. These GTC form an integral part of each offer, order or agreement between Ascom and Customer. Conditions not included here but requested by Customer are valid only if expressly approved in writing by Ascom.
- 1.3. Save as agreed by Ascom in writing in accordance with section 1.2, these GTC apply to the Agreement (as defined below) to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

### 2. Individual Agreement and Scope of Performance

- 2.1. Except as otherwise explicitly stated, all offers by Ascom are non-binding. An individual agreement and/or order between Ascom and Customer ("Individual Agreement", together with the GTC "Agreement") is deemed to be concluded only once Ascom has expressly confirmed Customer's order in writing ("Confirmed Order"). Ascom may accept or decline a Customer's order at its absolute discretion.
- 2.2. Orders from Customer that deviate from the specifications in the Ascom offer will only be effective if they have been expressly approved by Ascom in writing in the Confirmed Order.
- 2.3. The specific scope of performance regarding Products, Services and Software is defined in detail in the Agreement.
- 2.4. Notwithstanding any other provision in the Agreement, in the event of any conflict, ambiguity or inconsistency between the terms of an Individual Agreement and these GTC, the terms of the Individual Agreement shall prevail in all cases (except where otherwise agreed in writing between the Parties).

### 3. Delivery and Acceptance

- 3.1. Ascom shall use reasonable efforts to meet the timelines defined in the Agreement, provided that Customer fulfills its contractual obligations. Any such timelines stipulated are an approximate only, and under no circumstances shall the time of delivery or supply (as the case may be) be of the essence. Customer shall in particular comply with the terms of payment and all other preliminary obligations notified by Ascom to Customer from time to time (including, but not limited to, cooperating with Ascom, promptly responding to any request of Ascom necessary for its performance, obtaining and maintaining all necessary permits and licenses etc.). Where a Customer wishes to purchase Products (or associated equipment) ahead of Ascom's standard lead times, the Customer will be required to enter into a separate vesting agreement. Ascom's charges relating to any such vesting agreement will vary depending on the Customer's requirements and can be shared upon request.
- 3.2. Ascom will package and ship hardware Ex Works (Incoterms® 2020) with the collection point being such location notified by Ascom to Customer in writing. In the event of any conflict, ambiguity or inconsistency between the relevant Incoterm® and these GTC, the Incoterm® shall prevail. Risk of loss, damage or deterioration shall pass to Customer upon delivery of the hardware to a carrier. In the absence of specific instructions, Ascom reserves the right to select the carrier and method of shipment. Title to the hardware shall not pass to Customer until Ascom receives payment in full (in cash or cleared funds) for such hardware, and the terms set out in section 4.6 shall apply in this respect.
- 3.3. Ascom Software is deemed to be delivered when Ascom transmits the respective license key to Customer. Ascom will not accept the return of a license key, unless there is a malfunction in the license key.
- 3.4. Ascom may, at its absolute discretion, provide partial deliveries and shall use reasonable endeavours to notify Customer where it decides to provide such partial deliveries.
- 3.5. Customer shall inspect Products without undue delay following receipt or installation. Defects that are apparent on normal visual inspection can be stated in writing within five (5) business days after receipt or installation of the Products, otherwise the Products are approved/accepted. Latent defects shall be notified without undue delay following detection thereof.
- 3.6. If a formal acceptance is agreed upon in an Individual Agreement, joint testing is carried out prior to acceptance. Ascom will invite Customer to take part in good time and the scope of such joint testing shall be as stipulated in the relevant Individual Agreement or as otherwise agreed in writing between the Parties. A record of the testing and its results is kept and signed by all relevant Parties. If Customer refuses, for reasons not directly attributable to Ascom, or

fails to cooperate in conducting the acceptance, Ascom can allow a grace period of ten (10) business days. If acceptance does not take place within this period, the acceptance shall be deemed granted.

### 4. Prices, Payment Terms and Risk

- 4.1. Unless otherwise agreed upon, all prices are quoted strictly net in the local currency and excluding value added tax (or other equivalent sales tax) at the prevailing rate, sale, withholding or other applicable tax, packaging, insurance, shipping, customs, handling, import and/or export duties, tariffs and clearance charges, brokers' fees and any other amounts payable in connection with the importation and delivery of the Products and/or supply of the Services (as applicable), which shall be payable and shall be paid by Customer in addition and shall be added to the relevant invoice.
- 4.2. Without prejudice to section 4.3, Ascom is entitled to price adjustments to cover additional Products and Services in the event of failure of Customer or third party to provide necessary, correct and timely information or Customer's usage volume or frequency is significantly exceeding agreed levels as documented in writing between the Parties.
- 4.3. Ascom shall be entitled - at any time prior to delivery of the Products and/or supply of the Services (as the case may be) - to increase the prices to reflect any increase to Ascom's actual costs of, where applicable, sourcing, manufacturing and/or supplying the Products and/or any other required materials, and/or supplying the Services.
- 4.4. Ascom's invoices shall be paid according to the agreed payment plan as documented in writing between the Parties. If no payment plan is agreed in writing, invoices shall be paid within 30 days after the date of invoice. Late payments shall bear interest at an annual percentage rate of five percent (5%) above the Bank of England's base rate from time to time or the highest rate allowed by law, whichever is lower.
- 4.5. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.6. Ascom retains ownership of the Products delivered until Customer has paid the full purchase price (in cash or cleared funds). Until ownership of the Products has passed to Customer, Customer shall (where applicable): (i) store the Products separately from all other goods held by Customer so that they remain readily identifiable as Ascom's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; (iii) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iv) notify Ascom immediately if Customer becomes subject to any insolvency event (or any event having a similar effect). Ascom may recover Products in which ownership has not passed to Customer in accordance with this section 4.6 and Customer hereby gives Ascom (and its authorised representatives) permission to enter any premises of Customer for such purposes.
- 4.7. The risk of accidental loss or deterioration of the Products shall pass to Customer in accordance with section 3.2. If Ascom holds or stores Products for Customer, it shall do so at Customer's sole risk and expense.
- 4.8. Unless otherwise agreed between the Parties, Ascom is entitled to increase the prices set out in the Agreement on each anniversary of the Agreement by an amount less than or equivalent to the percentage increase in the Consumer Price Index (the "Index"). The adjustment will be calculated by comparing the Index in the month immediately preceding the anniversary of the Agreement with the same month in the preceding year. The adjusted price will take effect on the relevant anniversary date of the Agreement and will be notified to the Customer in writing. If the Index is discontinued or no longer published, the Parties agree to substitute the Index with another equivalent index or measure that accurately reflects the changes in inflation.

### 5. Software and Intellectual Property Rights

- 5.1. "Software" shall mean: (i) software, third party software, any kind of interfaces or modifications (upgrade, update, patch etc.) of the aforementioned ("Software") and (ii) all documentation, materials or other media associated with such software ("Documentation", together with Software "Ascom Software"), distributed by or on behalf of Ascom to Customer.
- 5.2. **License and Rights Reserved**
- 5.2.1. Subject to Customer fulfilling its contractual obligations and payments being made, Customer is granted a non-exclusive, temporary, royalty-bearing and revocable license to install, display, use and run the Software (in object code only), solely for its own business purposes and on as many devices and/or in

such configuration as expressly permitted by Ascom (e.g. as set forth in the Agreement, sales quote or invoice).

5.2.2. Except as expressly granted in these GTC, Ascom, on its behalf and on behalf of its licensors and suppliers, retains all right, interest and title in and to the Software and all related and applicable rights in patents, copyrights, trade secrets, trademarks, derivate work, and any other intellectual property and other proprietary rights.

5.2.3. Customer is responsible to impose obligations set out in this section 5 to any of its end users, such as Customer's personnel, contractors or other persons using the Software.

**5.3. Use and Limitations**

5.3.1. Customer must use the Software only in accordance with the intended use and instructions provided in the Documentation, and solely in conjunction with Ascom authorized third-party hardware and/or software.

5.3.2. Customer may not sell, lease, assign, sublicense, distribute or otherwise encumber by any means the Ascom Software, except where Ascom has granted Customer such rights (e.g. if Customer is an authorized distributor).

5.3.3. Customer may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Ascom Software or any services provided by the Ascom Software or any part thereof.

5.3.4. In order to verify whether Customer is complying with the restrictions contained herein, Customer agrees to submit, upon reasonable request by Ascom, license usage data, without any personal data, using tools provided by Ascom.

**5.4. Third Party Technology and Third Party Material**

5.4.1. Portions of the Ascom Software may utilise or include third party software, including open source software ("**Third Party Technology**").

5.4.2. Third Party Technology is licensed to Customer under separate licence terms (direct with the relevant third party), as identified in the Documentation or other locations as specified by Ascom ("**Third Party Licence**"). Customer's right to use Third Party Technology are not restricted by these GTC and to the extent that a term of these GTC conflicts with any applicable mandatory right granted by a Third Party Licence, it shall not apply. If any Third Party Licence requires Ascom to furnish source code contained in the Third Party Technology, Ascom shall provide it upon written request and if applicable against payment of reasonable handling charges. Customer shall indemnify and keep indemnified Ascom and shall hold Ascom harmless against any and all liabilities, costs, expenses, damages and losses which Ascom may suffer or incur as a result of Customer's breach of any Third Party Licence howsoever arising.

5.4.3. To the extent that Ascom Software contains or provides access to any Third Party Technology, Ascom has no express or implied obligation to provide any updates, upgrades or alike and/or any technical or other support for such Third Party Technology. In such a case, Customer has to contact the appropriate third party directly for technical support and customer service related to the Third Party Technology.

5.4.4. Portions of the Ascom Software may display services, content, data, information, applications or other third party materials and/or may provide links to certain third party web sites ("**Third Party Materials**"). By using Third Party Materials, Customer acknowledges and agrees that Ascom is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright, compliance, legality, decency, quality or any other aspect of such Third Party Materials.

**6. Customer Obligations**

6.1. Without prejudice to Customer's obligations referred to in section 3.1, Customer shall: (i) assess the impact of Ascom's Products on its system environment and in particular to implement and maintain adequate levels of information security, data privacy and malware/virus protection standards; (ii) ensure that its personnel completes and maintains training required by Ascom; (iii) inform Ascom of all applicable local regulations and standards governing, in particular healthcare and medical ICT, medical devices, product and personnel safety, information security, building and construction codes etc. and to comply with these; (iv) ensure that Products are only used in accordance with the intended use for which the Products were designed and manufactured by Ascom as well as with product labeling and instructions for use issued by Ascom; and (v) ensure that the necessary measures are taken in order to guarantee its operations, access to information and alarm management processes if Services performed by Ascom require a shut down of Customer's system.

6.2. Unless Customer subscribes to the Ascom Solution Life Cycle Plan (in respect of which separate terms and conditions apply), Customer is responsible for the handling of changes to Ascom Products, including customer-specific configuration and customization that go beyond Ascom's standard default programming, and the handling of changes to third-party software, products and systems which interface the Ascom Products or which the Products depend on. Customer is obliged to promptly notify Ascom of any such changes and obtain Ascom's written confirmation of compatibility and interoperability.

6.3. Customer is responsible for selecting and implementing necessary security measures in order to protect the login and authentication credentials as well as the confidentiality, integrity and availability of Customer's networks, systems and data (also if the network is outsourced to a third party). Customer is responsible for the prevention of security breaches (malware, spyware, trojans, viruses etc.).

6.4. Customer shall ensure that the Ascom Software is operated, used and maintained in accordance with the Documentation and in particular with the intended use authorized by Ascom. Customer shall ensure that all users authorized by Customer to use the Ascom Software have completed requisite training to safely install, operate and/or use the Ascom Software.

6.5. If and when Customer installs the Ascom Software, Customer's personnel must follow all installation instructions provided in the Documentation and verify that the Ascom Software is configured and operates as intended. Customer is always responsible for final validation and acceptance of the Ascom Software for operational use.

6.6. Customer shall ensure the traceability of installed Ascom Software including the software versions, physical locations, data centres, hardware and authorized users, such that Customer can reliably identify affected installations and users for upgrades, updates or other corrective actions prescribed by Ascom.

6.7. Where the delivery of the Products and/or the Services are delayed as a result of the Customer's acts or omissions, the Customer shall indemnify and keep indemnified Ascom and shall hold Ascom harmless against any and all liabilities, costs, expenses, damages and losses which Ascom may suffer or incur as a result of the Customer's delay.

**7. Warranty**

**7.1. Products and Services**

7.1.1. Ascom warrants that at the time of delivery/installation the Products are free from defects in material and workmanship and meet the currently valid published product specifications made available by Ascom and that the Services are performed with reasonable care and skill (all "**Warranties**"). The Warranties do not apply to Ascom Software provided by Ascom. The sole and exclusive Software Warranties for Ascom Software are set forth in section 7.2.

7.1.2. If not otherwise agreed, Customer must notify Ascom in writing for breach of Warranties within 12 months from Products' acceptance or after completion of the Services (as the case may be).

7.1.3. Customer's only remedy for breach of Warranties shall be, at Ascom's option: (i) for Products, refund the purchase price, correct the defect or provide replacement within a reasonable time period; and (ii) for Services, re-perform the Services or return the portion of the fee paid in relation to such non-conforming Services. Warranties on repaired or replaced parts is limited to the remainder of the original warranty period.

7.1.4. The Warranties are excluded: (i) if the damages or faults are caused by improper or unauthorized use, intervention or treatment, natural wear and tear, defective maintenance or by other reasons for which Ascom is not responsible; (ii) if the Products are used outside of the intended use or in violation of instructions provided by Ascom (e.g. without proper training of employees); (iii) if mandatory field corrective action furnished by Ascom are not applied; (iv) if modifications or repairs are done without the written consent of Ascom or appropriate and immediate measures are not taken to minimize the damage or fault; and (v) on operating materials and consumables, such as batteries and accumulators. Ascom makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes.

7.1.5. Except as explicitly agreed otherwise in writing, all third-party materials are provided "as is" and any warranty of or concerning any third-party materials is strictly between Customer and the third-party or distributor of the third-party materials.

**7.2. Software**

7.2.1. Ascom warrants for a period of 90 days from the delivery date of the Ascom Software ("**Software Warranty Period**") that the Ascom Software operates substantially in accordance with the specifications contained in the Documentation ("**Software Warranty**").

7.2.2. Ascom does not warrant that the Ascom Software or any portion thereof operates without interruption or error-free nor that software maintenance provided

by Ascom will result in error-free software. In particular, Ascom does not warrant that the Ascom Software operates in all combinations desired by Customer with any data, computer systems and software.

7.2.3. If, during the Software Warranty Period, Customer detects and informs Ascom by registered mail, email or such other method of communication approved by Ascom in advance, of a breach of the Software Warranty, Ascom shall use commercially reasonable efforts to correct such breach within due time (of at least 30 days). Correction shall, in Ascom's sole discretion, consist of debugging, instructions on how to avoid the programming error, provision of new software or refunding such portion of the licence fees received for the specific Ascom Software which relates to the period of the said breach.

7.2.4. The Software Warranty does not cover program errors, which are attributable to circumstances for which Ascom is not responsible (e.g. manipulation of the Ascom Software by Customer or a third party, influences of a third-party component or of systems and programs not supplied by Ascom, operating errors by Customer or a third party).

7.2.5. Ascom makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes.

7.2.6. To the extent permissible by law, Third Party Technology/Materials is provided by Ascom "as is", without any warranty, expressed, implied or otherwise and Ascom shall under no circumstances whatsoever have any responsibility or liability to Customer in respect of such Third Party Technology/Materials.

**8. Liability and Insurance**

8.1. Ascom's cumulative direct liability will not exceed 100% of the value of the specific Agreement under which the claim arises.

8.2. Neither Party will be liable, whether based in contract, warranty, tort (incl. negligence), statutory duty, strict liability or otherwise, for: (i) loss of use; (ii) loss of revenue; (iii) loss of savings; (iv) loss of profit; (v) loss of interest; (vi) loss of goodwill or opportunity; (vii) loss of costs of replacement; (viii) loss of information or data; (ix) loss of power; (x) claims arising from third party contracts; or (xi) any type of indirect, special, liquidated, punitive, collateral, incidental or consequential damages; or (xii) for any other loss or cost of similar type.

8.3. Nothing shall limit the liability of either Party for: (i) personal injury or death resulting directly from that Party's negligence; (ii) fraud or fraudulent misrepresentation; (iii) any liability that cannot be limited or excluded under applicable law; (iv) any liabilities arising under the indemnities given under these GTC.

8.4. Ascom carefully insures its business. If Customer requests, Ascom can provide a certificate of insurance showing what coverage Ascom has. Ascom does not provide third parties direct access to Ascom's insurance or give additional rights to Ascom's insurance, such as naming them as additional insured parties.

**9. Confidentiality, Data Protection and Compliance with laws including Export/Import**

9.1. Except as permitted in this section 9 or otherwise permitted in writing by the disclosing party, neither Party may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other Party that ought reasonably to be treated as confidential information. Notwithstanding the foregoing, this shall not include any information, which: (i) was in the recipient's lawful possession prior to the disclosure of the disclosing party; (ii) is or becomes publicly available through no fault of the recipient; (iii) is rightfully obtained by the recipient from a third party, who has the right to disclose it on a non-confidential basis; or (iv) is independently developed by the recipient without any reference to confidential information of the disclosing party, as evidenced by the recipient.

9.2. Each Party may disclose the other Party's confidential information: (i) to its employees, officers, representatives, contractors or subcontracts or professional advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Agreement (subject to each Party ensuring that its employees, officers, representatives or professional advisers to whom it discloses the other Party's confidential information comply with this section 9); and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3. With respect to the exchange of personal data, the Parties shall: (i) only use such data in strict accordance with applicable data protection regulations and for the purposes of the Agreement; (ii) apply all necessary state-of-the-art security measures; and (iii) enter into a separate data processing agreement (if needed).

9.4. Sensitive information shall be transferred between the parties using, whenever possible, encrypted ways of communication; the most appropriate way of communication shall be agreed between the parties.

9.5. Customer agrees: (i) that it shall at all times comply with all applicable laws, statutes and regulations in force from time to time; (ii) Products will not at any time directly or indirectly be exported, imported, sold, transferred or otherwise used in a way which might result in non-compliance with any export/import rules and regulations; and (iii) to obtain all necessary authorizations, licenses or permits in accordance with such laws and regulations. Customer shall indemnify and keep indemnified Ascom and shall hold Ascom harmless against any and all liabilities, costs, expenses, damages and losses which Ascom may suffer or incur as a result of Customer's breach of this section 9.5.

9.6. In relation to Regulation (EU) 2023/2854 ("Data Act"), the following terms apply:

9.6.1. The Customer may access product data generated through the use of the Products and/or Services ("Product Data") solely to the extent required by law. Any broader use of Product Data is subject to Ascom's prior written consent and might be subject to additional charges.

9.6.2. Product Data will be made available in a reasonable timeframe, in a structured, commonly used and machine-readable format, and in real time where technically feasible. Ascom is entitled to determine the technical means, standards, and processes for data provision.

9.6.3. Ascom shall have the right to use non-personal data received or generated in the course of the fulfillment of the Agreement for quality / product improvement / analytics purposes.

9.6.4. Where the Customer requests transfer of Product Data to a third party, Ascom shall not be responsible for the third party's use, processing or security of such data. The Customer shall fully indemnify and hold Ascom harmless against any claims, damages or costs arising from or in connection with such third-party use.

9.6.5. Where Services include cloud or other data processing, Ascom will support Customer migration in accordance with the Data Act. Ascom is not liable for delays, losses, incompatibilities or additional costs incurred during or after migration to another provider, except in cases of willful misconduct or gross negligence.

9.6.6. If a competent public authority lawfully requires access to Product Data, Ascom shall provide such access in compliance with the Data Act. To the extent legally permissible, Ascom will notify the Customer in advance. Ascom shall not be liable for any disclosure made under such legal obligation.

9.6.7. Ascom's obligations under the Data Act are provided on a best-efforts basis, subject to technical feasibility and legal requirements. Except in cases of willful misconduct or gross negligence, Ascom shall not be liable for: (a) indirect, incidental or consequential damages, including loss of profit, business, contracts or goodwill; (b) claims or damages arising from the Customer's or any third party's use, disclosure or processing of Product Data; or (c) incompatibilities, errors, omissions or delays in connection with the transfer, migration or portability of Product Data. Ascom's aggregate liability for any claims relating to the Data Act shall be limited to the total fees paid by the Customer under the Agreement in the twelve (12) months preceding the event giving rise to the claim.

**10. Special Terms and Conditions for Medical Device Products**

10.1. Ascom will identify in good faith and according to local regulations those Products which are deemed to be medical device products ("MDP").

10.2. Customer is responsible for monitoring that all Products are correctly used, transported and stored in conformity with local laws and regulations, before starting use or resale of such Products.

10.3. Whenever Customer becomes aware of quality problems or information that reasonably suggests that Products are not compliant with the applicable regulations or have been or might be involved in an incident involving death or serious deterioration of health, Customer shall forward such information to Ascom immediately and in no event later than 24 hours after receipt of such information. Customer shall provide Ascom with any information and access to the device concerned which is needed for the purpose of determining the problem and will place the MDPs concerned under hold until Ascom grants clearance.

10.4. If Ascom notifies Customer that a field safety corrective action or Product recall is required, Customer shall expediently confirm receipt of and cooperate with Ascom at its own costs to implement the corrective actions. Under no circumstance shall Customer implement any corrective action, recall or withdrawal without the prior written consent of Ascom.

10.5. If Customer has reason to believe that any MDP may present a serious risk or may be falsified, it shall not, save as otherwise required by applicable laws, inform any competent authority before having informed Ascom and having agreed with Ascom on the specifics of information to be communicated to the competent authority.

10.6. Customer undertakes to notify Ascom of and assist Ascom with any government or third party action regarding MDPs as soon as Customer becomes aware of such action.

10.7. If Customer resells MDPs, Customer shall: (i) verify if the MDPs are CE marked and/or UKCA marked (if applicable) and accompanied by an appropriate declaration of conformity, the Ascom instructions for use and an Unique Device Identification (UDI); (ii) maintain any required local registrations required in connection with the MDPs; (iii) co-operate with Ascom to achieve traceability of all MDP (i.e. identifying any economic operators from whom they have received MDP and any economic operators or any health institution that was supplied with a MDP); (iv) store the UDI data of MDP; and (v) only use the marketing materials approved by Ascom. Customer shall keep written records of verification of the items set out in this section and shall make these available to Ascom for inspection upon request (including information about sample method, if used).

10.8. Customer shall establish and maintain documentation necessary to support the risk management of the medical IT-network for the interfaces between the MDPs and all network components (both software and hardware) taking into account the specifications for hardware, network characteristics and IT security measures specified in the MDPs' documentation.

**11. Miscellaneous**

11.1. Ascom shall not be in breach of the Agreement nor liable for delay in performing or failure to perform any of its obligations under the Agreement if such failure or delay result from any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including, but not limited to, acts of God, natural disaster, accidents, strikes, cyber or terrorist attacks, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. Ascom's time of performance will be reasonably extended.

11.2. Ascom may suspend and/or terminate the Agreement at any time if: (i) Customer materially breaches the Agreement and (if such breach is remediable) fails to remedy that breach within five (5) days after receipt of notice in writing to do so; (ii) Customer becomes subject to any insolvency procedure (or such other event or procedure which has a similar effect); or (iii) Customer fails to pay any amount due under the Agreement on the due date for payment.

11.3. The Agreement may not be varied, other than in writing and signed by the Parties.

11.4. The Agreement shall not be assigned or transferred to any third party (excluding affiliates) without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). Ascom shall be entitled to appoint subcontractors for its performance.

11.5. The fact that individual provisions in the Agreement are invalid does not affect the validity of the remaining provisions. The Parties undertake to replace invalid provisions by new provisions, which approximate as closely as possible the economic purpose of the Agreement. The Agreement is not made for the benefit of, nor shall any of its provisions be enforceable by, any person other than the Parties to the Agreement and their respective successors and permitted assignees.

11.6. No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

11.7. Any notices to be made under or in connection with the Agreement shall be in writing and be addressed to the other Party as set forth in the Agreement. This section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.8. The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. Nothing in this section shall limit or exclude any liability for fraud.

**12. Applicable Law and Jurisdiction**

12.1. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.2. Each Party irrevocably agrees that, subject to section 12.3 below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

12.3. Nothing in section 12.2 shall limit the right of Ascom to take proceedings or enforcement action against Customer in any other court of competent jurisdiction, nor shall the taking of proceedings or enforcement action in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.