



THIS AGREEMENT ("Agreement") is entered into by and between

Automated Commerce Exchange Limited (12830174), with its registered place of business at Arena Offices, 9 Nimrod Way, Ferndown, Dorset, United Kingdom, BH21 7UH, acting for the purpose of this Agreement as distributors for its affiliated companies ("**Affiliates**") listed in **Exhibit B** (hereinafter referred to as "**ACE**"),

And **PLEASE INSERT COMPANY NAME** (.....**PLEASE INSERT COMPANY REGISTRATION NO**.....) Trading as **PLEASE INSERT COMPANY TRADING NAME**

VAT NUMBER: **PLEASE INSERT VAT NUMBER**

LEAD CONTACT NAME: **PLEASE INSERT LEAD CONTACT NAME**

The effective date of this Agreement shall be the date of the last signature set forth on the execution page hereto ("**Effective Date**").

TRADING PARTNER AGREEMENT

1. SERVICES PROVIDED:

1.1 Overview: **Automated Commerce Exchange Limited ("ACE")** will provide data processing services in accordance with terms and conditions contained in this Trading Partner Agreement and in any applicable Schedule (collectively, "the Agreement"). Customer is responsible for obtaining, installing and maintaining the equipment, communication lines and services necessary to access the Services. In the event of any inconsistency between the provisions of this Trading Partner Agreement (including the Order Form) and any applicable Schedule, the Schedule shall prevail to the extent of the inconsistency.

1.2 Customizations: From time to time ACE and the Customer may agree that ACE will customize the Services in accordance with a specification agreed in writing between the parties ("**Customization**"). From the date when a Customization is first made available to the Customer, the Customization shall form part of the Software and Services under this Agreement. The Customer acknowledges that ACE may make any Customization available to its other customers at any time after making available that Customization to the Customer. All Intellectual Property Rights in the Customizations shall, as between the parties, be the exclusive property of ACE. The Customer will be responsible for procuring any third-party

cooperation reasonably required by ACE to enable ACE to fulfil its obligations in providing Customizations.

1.3 Beta Services: From time to time, ACE may invite Customer to try certain beta services, including pilot, limited release, developer preview, non-production, or evaluation services ("Beta Services") at no charge. Customer may accept or decline any such trial. Beta Services will be clearly designated as such by ACE. Beta Services are provided "as is" without a warranty or guarantee and are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. ACE may discontinue Beta Services at any time and may never make them generally available. ACE will have no liability for, and Customer hereby releases ACE from, any liability or damage arising out of or in connection with any Beta Services.

1.4 Software Updates: ACE may change, modify, upgrade, or discontinue any aspect or feature of Software in whole or in part. Such changes, upgrades, modifications, additions, or deletions will be effective immediately upon notice thereof, which may be made by posting such changes to ACE's website or directly via email to Customer. In the event ACE modifies or discontinues any content or feature of Software which results in reduction of functionality or degradation of the Services, ACE shall provide comparable functionality. ACE shall, from time to time, develop new features, which may be offered to Customers for additional fees.

1.5 Limitations: Customer shall not, and shall not authorize or permit any Authorized User to (a) rent, loan, or re-license rights to access and/or use the Services (except as specifically provided herein); (b) copy, modify, disassemble, decompile, or reverse engineer software included as part of the Services and/or the Documentation; (c) share identification or password codes with persons other than Authorized Users, or permit Customer's account to be accessed by individuals who are not Authorized Users; (d) access, use, or permit a third party to access or use the Services for purposes of competitive analysis, including the development, provision, or use of a competing software or service or for any other purpose that may be to ACE's detriment or commercial disadvantage; (e) intentionally or unintentionally install malware, spyware, or similar application intended to monitor, damage, or do harm to ACE's Platform; Customer shall be responsible under this Agreement for all activities that occur under Customer's account and for all actions of Customer or its Authorized Users and both Customer and Authorized Users shall use the Services in accordance with the terms of this Agreement and any additional Terms of Service on ACE's website. In the event of any conflict between the terms of this Agreement and any Terms of Service on ACE's website, this Agreement shall take precedence. Customer shall immediately notify ACE of any unauthorized use of Customer's passwords or account, or any other breach of security that is known or suspected by Customer.

1.6 Non-ACE Applications: The Customer acknowledges that ACE may enable or assist it to access and/or purchase content or technical applications offered by third parties ("**Non-ACE Application**"). Any use by Customer and any exchange of data between Customer and the provider of Non-ACE Applications is solely between Customer and the applicable provider. ACE does not warrant or support Non-ACE Applications or other non-ACE products or services. ACE makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the access, content or use of, or correspondence with, any such third party, or any transactions completed, and any contract entered into by the Customer, with any such third party.

If Customer installs or enables a Non-ACE Application for use with the Services, Customer hereby grants ACE permission to allow the provider of that Non-ACE Application to access Customer's data and content as required for the interoperation of that Non-ACE Application with the Services. ACE is not responsible for any disclosure, modification, or deletion of any of Customer's data or content resulting from access by a Non-ACE Application. The Services may contain features designed to interoperate with Non-ACE Applications. To use such features, Customer may be required to obtain access to Non-ACE Applications from their providers and may be required to grant ACE access to Customer's account(s) on the Non-ACE Applications. If the provider of a Non-ACE Application ceases to make the Non-ACE Application available for interoperation with the corresponding Service features, ACE may cease providing those Service features without entitling Customer to any refund, credit, or other compensation.

1.7 Subscription Rights and Access

Subject to Customer's payment of the fees confirmed in the Order Form (as amended in accordance with paragraph 2) and compliance with the terms of this Agreement, ACE grants Customer the nonexclusive limited-time subscription and right to use the Services in accordance with this Agreement. Further, ACE agrees that Customer may access and use, and permit each Authorized User to access and use, the Services for its intended purpose, in accordance with the specifications confirmed in any Documentation and subject to the terms of this Subject to Customer's payment of the fees confirmed in the Order Form and compliance with the terms of this Agreement, ACE shall provide to Customer the necessary passwords, security protocols and policies, and network links or connections to allow Customer and its Authorized Users to access the Services. ACE shall provide the Customer and Authorized Users with (a) support for the Services and (b) access to enhancements and maintenance modifications as they become available. Customer and its Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary for the use of the Services. All other rights not expressly granted in this Agreement are reserved by ACE. For the avoidance of doubt, the Customer has no right to access the object code or source code of the Software at any time.

2. TERMS AND TERMINATION:

2.1 Unless otherwise specified in any applicable Schedule, this Agreement is effective for an initial period of (5) year from the last date of signature of this Agreement and will thereafter remain in effect until terminated as provided herein. After the initial period, this Agreement may be terminated by either party upon ninety (90) days prior written notice to the other. Either party may, upon notice in writing to the other, terminate this Agreement if the other party is in material breach of this Agreement and does not remedy that breach (if remediable) within 30 days of notice from the terminating party requiring it to do so.

2.2 Either party may terminate this Agreement upon: (a) any material breach of this Agreement by the other party that (if remediable) is not remedied within thirty (30) days (or within ten (10) days in case of failure to pay) following written notice thereof; (b) the other party is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case, or ceases substantially all of its business; or (c) the other party breaches paragraph 13j ("Compliance with Laws").

2.3 Upon expiration or termination of this Agreement Customer shall immediately discontinue all access and use of the Services. In addition to any other remedies available to ACE, ACE may suspend Customer's or any Authorized Users' access to the Services, at ACE's sole option, in the event of any breach by ACE of this Agreement.

2.4 Upon termination or expiry of this Agreement the Customer shall immediately pay to ACE all of ACE's outstanding unpaid invoices and any applicable interest and, in respect of Services supplied but for which no invoice has been submitted, ACE may submit an invoice, which shall be payable immediately upon receipt. A party may retain any document (including any electronic document) containing the Confidential Information of the other party after the termination or expiry of this Agreement if that party is obliged to retain such document by any law or regulation or other rule enforceable against that party or if such information is explicitly noted to survive the termination of this Agreement.

3. PAYMENT TERMS AND TAXES:

3.1 Customer agrees to pay ACE for usage at the rate set forth in the applicable Schedule or Order Form, Which is on a pay by order model with a minimum monthly charge. Pricing structure and minimum charges are detailed in "Pricing Schedule / Order Form"

3.2 Invoices not paid within seven (7) days of invoice date shall be subject to interest at a rate of four per cent (4%) above LIBOR (London Interbank Offered Rate) in force at the invoice date for the period from invoice date to full payment. If an invoice remains unpaid after notice by ACE and a cure period of at least ten (10) days, ACE may (reserving all other legal remedies and rights) terminate this Agreement without further notice to Customer.

3.3 VAT and Taxes: The Charges are exclusive of VAT, or other applicable governmental taxes, duties, fees, excises, or tariffs ("**Taxes**") now or hereafter imposed on the Services. Customer shall be responsible for, and shall reimburse, ACE for all such Taxes on any amounts payable by Customer hereunder, except for Taxes imposed on ACE's net income. If ACE has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, ACE will add such Taxes to the amount invoiced to Customer.

3.4 Compliance and Auditing: Pricing is determined by Order Volume. ACE may, from time to time, audit Customer's account (as specified on the Order Form) without any notice to Customer to ensure compliance with agreed-upon terms and pricing. ACE will give Customer at least ten (10) days advance notice of any such audit that ACE expects to interfere with Customer's normal operations. Such audit will be at ACE's expense; however, if any such audit should disclose any underpayment by Customer, Customer shall immediately pay ACE such underpaid amount, together with interest thereon at the rate for the usage discovered by ACE, and Customer shall also pay ACE for ACE's expenses associated with such audit.

4. CHANGES:

4.1: ACE may change its published list rates or institute new charges for the Services at any time by notifying Customer of such changes at least sixty (60) days before the new prices become effective.

4.2: ACE agrees not to implement any price changes within the first three hundred and sixty-five (365) days of the contract

4.3: If Customer refuses the price change, it may terminate this Agreement by giving to ACE thirty (30) days written notice during the sixty (60) days price change period .

4.4: Notwithstanding the foregoing, unless otherwise provided in a Schedule, the fees set forth in such Schedule are subject to a three percent (3%) increase which will be applied annually without written notice, on the anniversary of the date on which such fees came into effect and the aforementioned right of termination by Customer shall not apply during any initial term of greater than one (1) year that is specified in such Schedule.

4.5: ACE may (i) supplement or make changes to its rules of operations, access procedures, security procedures and standards for Customer equipment, (ii) change the type and location of the system equipment, facilities and software used by it in providing Services, and (iii) modify any Service. If any change will have a material adverse effect on Customer's operations, ACE will give reasonable notice to Customer and will attempt to negotiate modifications to this Agreement and/or any applicable Schedule which mitigate the effects of the change for a reasonable period. If the parties are unable to agree to a resolution within thirty (30) days, either party may, upon reasonable notice, terminate the Schedule for the Service affected by the change. Neither party will be liable to the other for damages due to such termination.

5. THIRD PARTY USE:

5.1: Customer will not resell the Services to third parties without ACE's written agreement. ACE will grant consent if, in ACE's sole discretion, resale will not be detrimental to ACE's interests and Customer will be able to adequately support prospective third-party users.

6. USE OF SERVICES:

6.1: Customer will use the Services in accordance with applicable law, including international export control laws and data privacy laws. ACE reserves the right to suspend or terminate access or take other actions it reasonably believes to be necessary to comply with the law or prevent damage to ACE systems or customers or disruption of other ACE customers' use of the affected Service.

7. INTELLECTUAL PROPERTY:

7.1 Customer is not authorized to copy for republication and dissemination any materials accessed by means of the use of the Services, if such materials are identified as the intellectual property of ACE or of any third party. Customer will not delete any intellectual property rights notices from printouts of materials which are electronically accessed.

7.2 All Intellectual Property Rights in the Services (including ACE), the Software and the Documentation shall, as between the parties, be the exclusive property of ACE. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights, or any other rights or licenses in respect of the Services, Software or the Documentation. All proprietary rights in the Services, including in the Software as well as any aggregate usage statistics, traffic patterns, and other non-personally identifiable data collected by ACE in connection with use of the Services, will be the sole and exclusive property of ACE. ACE retains the royalty-free right to use any suggestions, ideas, feedback, or other recommendations provided by Customer or Authorized Users relating to the Services. ACE may use Customer's name and/or its logo on ACE's website and in its marketing materials to indicate that Customer is a client of ACE. Customer hereby grants ACE the right to contact Customer and Authorized Users in connection with their use of the Services unless otherwise stated on the Order Form.

8. DATA SECURITY AND DATA PROTECTION:

"Data Protection Legislation" means the Privacy and Electronic Communication (EC Directive) Regulations 2003, the General Data Protection Regulation 2016 ("GDPR"), the UK Data Protection Act 2018 and all applicable laws and regulations in the UK that relate to the protection and processing of personal data and privacy including any mandatory guidance and codes of practice issued by the UK's Information Commissioner, all as amended, replaced or superseded from time to time. "Controller", "Data Subject", "Personal Data", "Processing" and "Processor" shall each have the meanings given in the applicable Data Protection Legislation;

Each party shall ensure that it complies with the requirements of all applicable legislation and regulatory requirements in force from time to time relating to the use of Personal Data, including the Data Protection Legislation. ACE and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and ACE is the Processor in respect of any Personal Data that the Customer shares with ACE in the provision of the Services for the duration of this Agreement. The remainder of this Paragraph 5 shall apply if ACE processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement.

8.1 Processing: ACE shall process the Personal Data only for the purposes of providing the Services, gathering feedback about the Services, performing its other obligations under this Agreement and otherwise in accordance with the reasonable and lawful documented instructions of the Customer and applicable laws.

Other than as expressly set out in this Agreement, ACE shall not process the Personal Data in any country outside the United Kingdom and the EEA without the prior written request from, or consent of, the Customer and ACE shall comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred by following one of the following safeguards:

- 8.1.1** entering into the European Commission's standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection, as updated, amended, replaced or superseded from time to time;
- 8.1.2** where the relevant country has been deemed to provide an adequate level of protection for Personal Data by the European Commission; or

If ACE is required by applicable laws to transfer the Personal Data outside of the United Kingdom and the EEA, ACE shall inform the Customer of such requirement before making the transfer (unless ACE is barred from making such notification under the relevant applicable law). ACE shall ensure that all persons authorized by it to process the Personal Data are subject to appropriate duties of confidentiality and shall have at all times during the term of this Agreement appropriate technical and organizational measures in place to protect any Personal Data against unauthorized or unlawful processing and against accidental loss, alteration, destruction or damage (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons). ACE shall at the Customer's election, delete or return all Personal Data to the Customer, and delete all existing copies unless applicable law requires their retention.

ACE shall (at the Customer's cost) make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations set out in this paragraph 5.1, and at the Customer's request (and at the Customer's cost) allow for and contribute to audits, including inspections, conducted by the Customer or its representative.

ACE shall without undue delay from becoming aware, notify the Customer of any unauthorized or unlawful processing of any of the Personal Data to which this Paragraph 5 applies and of any loss or destruction or other damage and shall take reasonable steps to mitigate the detrimental effects of any such incident on the Data Subjects and co-operate with the Customer in dealing with such incident and its consequences.

ACE shall provide reasonable assistance to the Customer in ensuring its compliance with its obligations under the Data Protection Legislation in respect of security of Personal Data, notifications of breaches of Data Protection Legislation to supervisory authorities, communications of breaches of Data Protection Legislation to Data Subjects, the carrying out of data protection impact assessments and any consultations with supervisory authorities.

ACE shall assist the Customer, where reasonably requested by the Customer (and at the Customer's cost) and to the extent possible, with fulfilling the Customer's obligations to respond to requests from a Data Subject for access to, rectification, erasure or portability of, or for restriction of, or objections to, the Processing of, that Data Subject's Personal Data.

8.2 Sub-Processors The Customer acknowledges and agrees that ACE may engage third party sub-Processors in connection with the Processing of such Personal Data and in order to meet its obligations under the Agreement from time to time. In such circumstances the Customer hereby authorizes ACE to engage with such third party sub Processors and in respect of ACE's use of sub Processors ACE shall inform the Customer of any intended changes concerning the addition or replacement of other sub Processors, thereby giving the Customer the opportunity to object to such changes. ACE confirms that it has entered or (as the case may be) will enter with the sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this Paragraph 5. As between ACE and the Customer, ACE shall remain fully liable for all acts or omissions of any sub Processor appointed by it pursuant to this Paragraph 5.2.

If ACE appoints sub Processors who process Personal Data outside the EEA, ACE shall notify the Customer of such sub Processors and the jurisdiction in which Personal Data shall be processed and the paragraph above shall apply in respect of any objection by the Customer.

8.3 Consent Where the Customer provides Personal Data to ACE, the Customer shall ensure that any disclosure of Personal Data made by it to ACE is made with the Data Subject's consent or is otherwise lawful and any instructions given to ACE by the Customer are lawful.

The Customer acknowledges that ACE is reliant on the Customer for direction as to the extent to which ACE is entitled to use and process the Personal Data. Consequently, ACE will not be liable for any claim brought by a Data Subject arising from any action or omission by ACE, to the extent that such action or omission resulted directly from the Customer's instructions.

8.4 ACE will use reasonable care to protect Customer's data against physical damage or unauthorized access. Customer is responsible for selecting and properly using security

procedures available to Customer on ACE's systems to restrict access to Customer's information and implementing such other measures as Customer deems necessary to safeguard and back-up its files, data and programs

8.5 To the extent that ACE processes personal data on behalf of Customer in performing the Services, ACE shall process such personal data only for the purpose of the Services and take appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful processing in order to prevent accidental loss, destruction, damage, alteration or disclosure. ACE may employ its affiliates and third parties in the performance of the Services provided that ACE shall remain responsible to the Customer. This may involve a transfer of Customer data outside of the European Economic Area if at least one of the following conditions is satisfied: (i) the personal data is transferred to a country which is recognised by the European Commission as providing an adequate level of protection in relation to the data that is transferred; or (ii) a processing agreement which incorporates the standard model contractual clauses for data transfers approved by the European Commission is executed between the applicable parties.

9. WARRANTY:

9.1: ACE warrants that the Services, if used properly, will perform substantially in accordance with the then current user documentation for the Services. ACE's sole obligations for failure to meet this warranty will be to correct any failure to meet warranted performance, which materially impairs the operation of the Services. This warranty only applies to failures which are reported to ACE in writing within sixty (60) days after the date of the failure. There are no statutory or implied warranties of any kind relating to the Services. ACE does not warrant that the Services will meet Customer's business needs or that the operation of the Services will be uninterrupted or error-free. Customer is responsible for taking appropriate precautions against damages to its operations, which could be caused by Services defects, errors, interruptions or malfunctions.

10. LIMITATIONS OF LIABILITY:

10.1: In regard to any and all causes arising out of or relating to this Agreement or the Services, including but not limited to claims of negligence, breach of contract or warranty, failure of a remedy to accomplish its essential purpose or otherwise, Customer agrees that, except for indemnification obligations provided under this Agreement or with respect to the amount of fees payable by Customer under this Agreement, the liability of either party will not exceed, in the aggregate, the total amounts paid by Customer to ACE for Services in the six (6) months preceding the event, or series of events, which is the cause of liability, and neither party will be liable to the other for special, incidental, indirect, economic, or consequential damages (even if such party has been advised of the possibility of such damages), including, but not limited to, lost profits or savings, loss of use of services, cost of capital, cost of substitute services or facilities, downtime costs, or damages and expenses arising out of third party claims.

10.2: Nothing in this Agreement will exclude or limit either party's liability for fraud, death or personal injury caused by its negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977) or any other act or omission, liability for which may not be limited under applicable law.

10.3: The remedies specified in this Agreement are exclusive.

10.4: ACE are not liable for any costs of any kind associated to failures caused by third parties. i.e. loss of profit due to unfulfilled orders

11. INDEMNITY:

11.1: Customer will indemnify and hold ACE harmless from any liability, costs or damages including any amounts paid in settlement arising from (i) the unlawful or improper use of the Services, (ii) alleged copyright or other intellectual property rights infringement, (iii) claims by third parties on account of information content provided to ACE by Customer, and (iv) claims or suits by any third parties to whom Customer permits access to the Services.

12. GENERAL PROVISIONS:

(a) Third Party Rights: Except as otherwise provided herein, the provisions of this Agreement are for the sole benefit of the parties, and not for the benefit of any other persons or legal entities. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

(b) Assignment: Neither party may assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that either party may assign this Agreement, without consent, to a successor in interest to substantially all of the business of that party to which the subject matter of this Agreement relates.

(c)Governing Law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

(d)Force Majeure: Neither party will be liable to the other for any failure to perform under this Agreement if the failure arises out of the unavailability of third party communication facilities or energy sources, acts of God, acts of the other party, acts of governmental authority fires, strikes, riots or war, or any other cause beyond the reasonable control of that party.

(e)Severance: If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

(f)Directory Information: Solely in connection with provision and support of the Services, Customer authorises ACE to include Customer's name, contact information and other relevant directory information relating to the Customer's use of the Services in ACE's subscriber database, processed and maintained in the U.K, which may be disclosed to ACE affiliates, distributors and resellers.

(g) Entire Agreement: This Agreement contains the entire and only understanding and agreement of the parties concerning or relating to the Services. The terms and conditions contained in any purchase order (excluding for the avoidance of doubt the Order Form), which may be submitted by the Customer for such Services, will

not be applicable or effective even if receipt of such document is acknowledged. No waiver, alteration or modification of this Agreement will be binding unless in writing and signed by the duly authorised representatives of the parties.

(Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

13. CUSTOMER OBLIGATIONS & ACKNOWLEDGEMENT:

13.1 Provide ACE with all reasonably necessary co-operation in relation to this Agreement;

13.2 ensure that its Authorized Users use the Services, Software and Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;

13.3 ensure that it and any Authorized Users abide by all applicable laws and regulations in connection with their use of the Services;

13.4 ensure that it and any Authorized Users abide, do not abuse, attempt to circumvent, or violate any rules, regulations, or terms of service of the Channels, Marketplaces, Storefronts, Couriers, Non-ACE Applications, and any other systems or software connected to the Platform;

13.5 agrees to enter into agreements with its Authorized Users that contain terms that impose no less restrictions in all material respects than those imposed on Customer herein, including, but not limited to, the provisions regarding the use of the Services and protection of ACE's Intellectual Property Rights, and that include additional terms as reasonably requested by ACE.

13.6 On or before the earlier of the Effective Date or the Service Start Date, Customer acknowledges and agrees that an authorized representative of Customer has evaluated the features and functionality of the Services in a means satisfactory to Customer and accepts that the Services have been demonstrably shown to have all of the features and functionality that have been represented to Customer. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by ACE regarding future functionality or features.

13.7 Customer represents and warrants that it has all necessary permissions, consents and authority to provide the Customer Content and that any Customer Content hosted, processed, stored or used by ACE as part of the Services will not (a) infringe or violate the Intellectual Property Rights or other legal rights of any third party; (b) be deceptive, defamatory, obscene, or unlawful; or (c) contain any viruses, worms, Malware, spyware, or other malicious computer programming codes intended to damage Platform or data.

13.8 Customer acknowledges that any use of the Services by Customer or Authorized Users contrary to or in violation of the representations and warranties of Customer in this paragraph constitutes unauthorized and improper use of the Services. Any such authorized or improper use shall entitle ACE to discontinue the Customer's access to the Services, without prejudice to its other rights or remedies. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

The Parties acknowledge that ACE does not and cannot review all Customer Content and will not be responsible for such content, but that ACE shall have the right to delete, move, or edit any Customer Content that ACE determines violates or might violate this Agreement, or any applicable law or regulation, or is otherwise unacceptable.

PRICING SCHEDULE / ORDER FORM

All Prices are presented in Pounds Sterling (GBP) and are exclusive of VAT.

Customer hereby confirms the election of the following Package by signing this Agreement:

Subscription Package	1	2	3	4	5	6
Order Volume (Month)	1 – 2,000	2,001 - 5000	5,001 – 10,000	10,001 – 20,000	20,001 – 30,000	30,000+
Processing Fee Per Order	60p	50p	40p	32p	24p	15p

- Each month the fee is dependent on the number of orders processed.
- At the end of the month the orders are totalled and an invoice produced for the relevant fee. For example, if in a month 3,000 orders are processed:
 - 2,000 orders at 1-2,000 rate of 60p = £1,200
 - 1,000 orders at 2,001-5,000 rate of 50p = £500
 - Total Fee = £1,700 (average order fee = 57p)
- There is a minimum monthly fee of £350.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement effective as of the Effective Date on the dates set forth below.

Automated Commerce Exchange Limited.

[Customer]

Signed by

Signed by

Printed name

Printed name

Title

Title

Date

Date