

This Agreement (the “Agreement”) is made between Layer 9, with its registered office at St. John’s Innovation Centre, Cowley Road, Cambridge, CB4 0WS (“Layer 9” or “the Supplier”) and the recipient of the Quotation (“the Purchaser” or “the Company”), effective as of the date of acceptance of the Quotation (the “Effective Date”). Layer 9 provides computer software and development services. The Purchaser has requested a quotation from Layer 9 for the products or services described therein. Layer 9 will perform the Services (as defined below) set forth in the Quotation attached as Schedule 1 (the “Quotation”). The parties agree as follows:

1. Services

Layer 9 will perform the services, deliverables and activities (collectively, the “Services”) set forth in the Quotation, including any attached statement of work (“SOW”). Services will be performed with reasonable care and skill in accordance with industry standards. The Purchaser will provide all necessary access, information, and cooperation to enable Layer 9 to perform the Services. Deliverables shall be subject to acceptance testing within 10 business days of delivery; if no notice of rejection with specific reasons is given, they shall be deemed accepted.

2. Fees and Payment

Fees for the Services are as set forth in the Quotation, payable in milestones or as invoiced. Invoices are due within 30 days of receipt. All fees exclude VAT, which shall be added at the prevailing rate. The Purchaser reimburses Layer 9’s pre-approved reasonable travel and out-of-pocket expenses. Late payments accrue interest at 4% above the Bank of England base rate. Each party bears its own personnel costs.

3. Exclusivity

Unless specified in the Quotation, this Agreement is non-exclusive. Either party may engage third parties for similar services or products.

4. Intellectual Property Rights

Layer 9 retains all rights in its pre-existing intellectual property (“Background IP”). The Purchaser owns all intellectual property rights in deliverables created specifically for it under this Agreement (“Foreground IP”), provided full payment is made. Layer 9 grants the Purchaser a perpetual, worldwide, non-exclusive, royalty-free licence to use Background IP embedded in Foreground IP solely for its internal business purposes. Neither party acquires any rights in the other’s intellectual property except as expressly stated.

5. Trademarks

Use of a party’s trademarks requires prior written approval and compliance with guidelines. Use is limited to the purposes of this Agreement. No rights, title, or interest in trademarks are granted.

6. Marketing Rights

The Purchaser grants Layer 9 a non-exclusive, royalty-free, worldwide, revocable license during the Term to: (a) display the Purchaser’s name and logo on Layer 9’s website, marketing materials, and client lists as a customer reference; and (b) describe the Services and solutions provided under this Agreement in case studies, presentations, or proposals, provided such descriptions do not disclose Confidential Information and are presented in a confidential or non-public context (e.g., to prospective clients under NDA). The Purchaser may revoke this license upon 30 days’ written notice. Layer 9 shall submit proposed uses for review prior to publication and comply with Purchaser branding guidelines.

7. Term

The initial term commences on the Effective Date and continues for the period specified in the Quotation (“Initial Term”).

8. Termination

Either party may terminate for material breach if not cured within 30 days of written notice. Either party may terminate for convenience on 30 days’ prior written notice. Upon termination, the Purchaser pays for Services completed and accepted; Layer 9 delivers work-in-progress

proportionate to fees paid. Sections 4, 5, 9, 10, 11, 12, 13, 17, and 18 survive termination.

9. Confidentiality

9.1 Definition. "Confidential Information" means proprietary information disclosed by one party ("Discloser") to the other ("Recipient"), including business/technical data, code, and documentation.

9.2 Obligations. Recipient shall: (a) use Confidential Information only for this Agreement; (b) protect it with reasonable care; (c) disclose only to need-to-know personnel/subcontractors bound by equivalent terms. Disclosure required by law is permitted if Discloser is promptly notified to seek protection. Obligations survive 5 years post-termination.

9.3 Exceptions. Obligations do not apply to information that is public (without breach), already possessed, or independently developed.

10. Limitation of Liability

Neither party excludes liability for death/personal injury, fraud, or wilful misconduct. Except for breaches of Sections 4, 5, 9, or payment obligations, neither party is liable for indirect, consequential, or punitive damages (including lost profits/data). Total liability is capped at fees paid in the 12 months preceding the claim.

11. Data Protection

Each party complies with UK GDPR and Data Protection Act 2018. If Layer 9 processes personal data as processor, it does so per Purchaser instructions and standard processor terms in Schedule 2.

12. Warranties and Conduct

Each party warrants Services are provided/provided with reasonable skill/care and comply with laws. Parties obtain necessary permits, pay taxes, and act ethically without harming the other's reputation.

13. Independent Contractor

Parties are independent contractors. No agency, partnership, or employment is created. Each handles its taxes and personnel.

14. Non-Solicitation

During the term and 1 year after, neither party solicits the other's personnel involved in Services. Breach requires payment of 1 year's remuneration plus recruitment costs, without prejudice to other remedies.

15. Force Majeure

Neither party is liable for delays due to events beyond reasonable control (e.g., acts of God, strikes), excluding payment obligations.

16. Dispute Resolution

Disputes unresolved within 30 days shall be referred to arbitration in London under LCIA Rules by a single arbitrator. This Agreement is governed by the laws of England and Wales; courts of England have non-exclusive jurisdiction.

17. Notices

Notices must be in writing to the addresses above, via email or registered post, effective on receipt.

18. General Provisions

18.1 Amendments. In writing, signed by both parties.

18.2 Severability/Waiver. Invalid provisions do not affect others; no waiver of future breaches.

18.3 Entire Agreement. This constitutes the full agreement, superseding priors.

18.4 Assignment. Not without consent, except to affiliates.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

Schedule 1: Quotation Insert Quotation

Schedule 2: Data Processing Terms Standard processor terms if applicable