GENERAL TERMS AND CONDITIONS OF SERVICE

THIS GENERAL TERMS AND CONDITIONS OF SERVICE GOVERNS CUSTOMER'S ACQUISITION AND USE OF Insurancelab.ae SERVICES.

If Customer registers for a Free Trial of Insurancelab.ae Services or for Free Services, the applicable provisions of this Agreement will also govern that Free Trial or those Free Services.

By accepting this Agreement, by (1) clicking a box indicating acceptance, (2) executing an Order Form that references this Agreement, or (3) using free Services, Customer agrees to the terms of this Agreement.

If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity to these terms and conditions, in which case the term "Customer" shall refer to such entity. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use the Services.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Insurancelab.ae' direct competitors are prohibited from accessing the Services, except with Insurancelab.ae' prior written consent.

This Agreement was last updated on August 30, 2024. It is effective between Customer and Insurancelab.ae as of the date of Customer's accepting this Agreement.

1. **DEFINITIONS**

    1. **"Agreement"** means this General Terms and Conditions of Service.

    2. **"Beta Services"** means Insurancelab.ae services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

    3. **"Customer"** means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement of that company or entity which have entered into Order Forms.

    4. **"Customer Data"** means electronic data and information submitted by or for Customer to the Services.

    5. **"Free Services"** means Services that Insurancelab.ae makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

    6. **"Order Form"** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Insurancelab.ae, including any addenda and supplements thereto.

7. **"Purchased Services"** means Services that the Customer purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

8. **"Services"** means the services, during the paid term, which Insurancelab.ae agrees to license through a SaaS platform for insurance [www.insuranelab.](www.insuranelab.ae)ae in accordance with the project specifications set forth in one or more proposals, included and attached to each Order Form and that are ordered by the Customer under an Order Form or online purchasing portal, or provided to the Customer free of charge (as applicable) or under a free trial, and made available online by Insurancelab.ae.

9. **"User"** means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Insurancelab.ae without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Insurancelab.ae at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. **Insurancelab.ae RESPONSIBILITIES**

   1. **Provision of Purchased Services.** Insurancelab.ae will:

      1. make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms,

      2. provide applicable Insurancelab.ae standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased,

      3. use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for:

         1. planned downtime (of which Insurancelab.ae shall give advance electronic notice), and

         2. any unavailability caused by circumstances beyond Insurancelab.ae' reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Vita Virtue's employees), Internet service provider failure or delay or denial of service attack, and

      4. provide the Services in accordance with laws and government regulations applicable to Insurancelab.ae' provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement and the applicable Order Form. The Customer will access the

Service in **"Software as a Service"** mode, by connecting to Insurancelab.ae' technical infrastructure.

2. **Insurancelab.ae Personnel.** Insurancelab.ae will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Insurancelab.ae' obligations under this Agreement, except as otherwise specified in this Agreement.

3. **Beta Services.** From time to time, Insurancelab.ae may make Beta Services available to the Customer at no charge. The Customer may choose to try such Beta Services or not at its sole discretion.

4. **Free Trial.** If the Customer registers on Insurancelab.ae' website for a free trial, Insurancelab.ae will make the applicable Services available to the Customer on a trial basis free of charge until the earlier of:

    1. the end of the free trial period for which the Customer registered to use the applicable Services, or

    2. the start date of any Purchased Service subscriptions ordered by Customer for such Services, or

    3. termination by Insurancelab.ae in its sole discretion.

5. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

6. Notwithstanding the "Representations" and "Disclaimers" section below, during the free trial the services are provided **"as-is"** without any warranty and Insurancelab.ae shall have no indemnification obligations nor liability of any type with respect to the services for the free trial period unless such exclusion of liability is not enforceable under applicable law in which case Insurancelab.ae' liability with respect to the services provided during the free trial shall not exceed the subscription fee of the Services for one month.

7. Without limiting the foregoing, Insurancelab.ae and its licensors do not represent or warrant to the Customers that:

    1. the Customer's use of the Services during the free trial period will meet the Customer's requirements,

    2. the Customer's use of the Services during the free trial period will be uninterrupted, timely, secure or free from error, and

    3. usage data provided during the free trial period will be accurate.

8. Notwithstanding anything to the contrary in the "Limitation of Liability" section below, Customer shall be fully liable under this Agreement to Insurancelab.ae for any damages arising out of Customer's use of the Services during the free trial period, any breach by Customer of this Agreement.

9. Customer shall review the applicable service descriptions during the trial period to become familiar with the features and functions of the services before making a purchase.

10. **Free Services.** Insurancelab.ae may make Free Services available to Customers. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customers without charge up to certain limits. Usage over these limits requires the Customer's purchase additional resources or services. Customer agrees that Insurancelab.ae, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that Insurancelab.ae will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if Insurancelab.ae terminates Customer's account, except as required by law Insurancelab.ae will provide the Customer with a reasonable opportunity to retrieve its Customer Data.

11. Notwithstanding the "Representations" and "Disclaimers" section below, the Free Services are provided **"as-is"** and **"as available"** without any warranty and Insurancelab.ae shall have no indemnification obligations nor liability of any type with respect to the Free Services unless such exclusion of liability is not enforceable under applicable law in which case Insurancelab.ae' liability with respect to the services provided during the free trial shall not exceed the subscription fee of the Services for one month.

12. Without limiting the foregoing, Insurancelab.ae and its licensors do not represent or warrant to Customer that:

    1. the Customer's use of the Free Services will meet the Customer's requirements,

    2. the Customer's use of the Free Services will be uninterrupted, timely, secure or free from error, and

    3. usage data provided through the Free Services will be accurate. Notwithstanding anything to the contrary in the "Limitation of Liability" section below, the Customer shall be fully liable under this Agreement to Insurancelab.ae for any damages arising out of Customer's use of the Free Services, any breach by Customer of this Agreement.

3. **USE OF SERVICES**

    1. **Subscriptions.** Unless otherwise provided in the applicable Order Form,

        1. Purchased Services is purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal,

        2. any added subscriptions will terminate on the same date as the underlying subscriptions.

2. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Insurancelab.ae regarding future functionality or features.

3. **Usage Limits.** Services are subject to usage limits specified in Order Forms. The usage limits shall be calculated as an average of the quotes generated over a 3-months period. If the Customer exceeds 10% of a contractual usage limit, Insurancelab.ae is authorized to:

    1. Automatically upgrade the Customer's subscription plan to correspond with the increased usage and charge the respective amount from the Customer's designated bank account. If Insurancelab.ae requests, the Parties will conclude the amendment to the Order Forms to reflect the subscription upgrade;

    2. In case of insufficient funds, Insurancelab.ae can suspend Services until due payments, or

    3. Terminate the Agreement if there was no payment within 60 days after the subscription upgrade.

4. **Customer Responsibilities.** The Customer will

    1. be responsible for Users' compliance with this Agreement and Order Forms,

    2. be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services,

    3. use commercially reasonable efforts to prevent unauthorized access to or use of Services and notify Insurancelab.ae promptly of any such unauthorized access or use, and to prevent unauthorized data posted by other Customers. Insurancelab.ae shall do its best to promptly review and terminate any unauthorized use of the information posted on the website after Customer notifies Insurancelab.ae and to require the offending Party to cease such violation.

    4. use Services only in accordance with this Agreement, Order Forms and applicable laws and government regulations.

5. Any use of the Services in breach of the foregoing by the Customer or Users that in Insurancelab.ae' judgment threatens the security, integrity or availability of Insurancelab.ae' Services, may result in Insurancelab.ae' immediate suspension of the Services, however, Insurancelab.ae will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension in any case any such suspension by Insurancelab.ae as a result of the Customer's violation of the Agreement shall not be deemed a breach of the Agreement by Insurancelab.ae.

6. **Usage Restrictions.** Customer will not

1. make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer, unless expressly stated otherwise in an Order Form,

2. sell, resell, license, sublicense, distribute, make available, rent or lease any Service including any Service in a service bureau or outsourcing offering, without Vita Virtue's prior written consent,

3. use a Service to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,

4. interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, including but not limited to transfer or otherwise improperly use any third-party data contained therein,

5. attempt to gain unauthorized access to any Service or its related systems or networks,

6. permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any of Insurancelab.ae intellectual property except as permitted under this Agreement, an Order Form,

7. modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, without Vita Virtue's prior written consent,

8. frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes, without Insurancelab.ae' prior written consent,

9. except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to build a competitive product or service, or to build a product or service using similar ideas, features, functions or graphics of the Service, or to copy any ideas, features, functions or graphics of the Service, or to determine whether the Services are within the scope of any patent.

4. **FEES AND PAYMENT**

1. **Fees.** The Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form:

2. fees are based on Services subscriptions purchased and not actual usage,

3. payment obligations are non-cancelable and fees paid are non-refundable, and

4. the limit of purchased services may not be reduced during the applicable subscription period and shall not violate the principle of fair use of the Services.

5. **Fair use.** Insurancelab.ae shall provide an appropriate amount of Services in accordance with the purchased Services plan ordered by the Customer. Exceeding Usage limits as in clause 3.3 of the purchased Services by the Customer

shall be considered as abuse or unjustified encumbrance. In this case Insurancelab.ae has the authority:

1. to automatically upgrade the Customer at its sole discretion and charge the necessary amount from the Customer's designated bank account; there are no extra fees for using more units. Upon surpassing the limitations, the update is effective immediately to maintain uninterrupted Service. Insurancelab.ae will charge, in its sole discretion, added to the initially paid subscription a new full payment for the upgraded subscription or added to the initially paid subscription a margin between the initially paid subscription and the price for the upgraded subscription;

2. If there is an insufficient amount in the bank account, Insurancelab.ae is entitled to suspend its Services until the Customer pays for the updated subscription plan. Insurancelab.ae can notify the Customer about updating his subscription or Services suspension via designated contact or a notification within the service platform;

3. Alternatively, Insurancelab.ae can terminate the Agreement if the Customer does not pay fees for 60 days after the upgrade. The Customer will continue to be responsible for paying for the upgraded subscription even after termination of the Agreement, and Insurancelab.ae is able to pursue all the available legal measures to seek compensation. We do our best to provide the up to date information on the list of paid services and tariffs, but we advise you to check this information on the Site on your own, as we do not provide any additional announcements about changes in payment procedure or tariffs.

6. **Refund Policy.** Insurancelab.ae reserve the right to refund paid fees at its sole discretion.

7. **Invoicing and Payment.** Customer will provide Insurancelab.ae with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Insurancelab.ae. If Customer provides credit card information to Insurancelab.ae, Customer authorizes Insurancelab.ae to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either monthly or in accordance with any different billing frequency stated in the applicable Order Form. Customer is responsible for providing complete and accurate billing and contact information to Insurancelab.ae and notifying Insurancelab.ae of any changes to such information.

8. **Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is **30 days or more overdue,** Insurancelab.ae may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by direct debit whose payment has been declined, Insurancelab.ae will give Customer at least **10 days prior notice** that its

account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

9. **Payment Disputes.** Insurancelab.ae will not exercise its rights under the "Suspension of Service and Acceleration" section above if the Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

10. **Taxes.** Insurancelab.ae' fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction whatsoever (collectively, "Taxes"). The customer is responsible for paying all Taxes associated with its purchases hereunder. If Insurancelab.ae has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Insurancelab.ae will invoice Customer and Customer will pay that amount unless Customer provides Insurancelab.ae with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Insurancelab.ae is solely responsible for taxes assessable against it based on its income, property and employees.

5. **PROPRIETARY RIGHTS AND LICENSES**

1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Insurancelab.ae reserves all of the right, title and interest in and to the Services including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Intellectual Property, regardless of the form or media, if any, on which such are stored herein means the following, including but not limited to materials or information, including and without limitation to, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation, records and other.

2. **License by Customer to Use Feedback.** Customer grants Insurancelab.ae worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customers or Users relating to the operation of Insurancelab.ae' services.

3. **License by Customer to Use Name,** Commercial Name, Brands and Logos. Customer grants to Insurancelab.ae worldwide, a perpetual, irrevocable, royalty-free license to place its name, commercial name, brands and logos in the "Our clients" section of the Insurancelab.ae website.

6. **CONFIDENTIALITY**

1. **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Insurancelab.ae includes the Services (including, but not limited to third-party data contained

therein) and the terms and conditions of all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party and the content of communications between the Parties. However, Confidential Information does not include any information that:

1. is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,

2. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,

3. is received from a third party without breach of any obligation owed to the Disclosing Party, or

4. was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional Insurancelab.ae services.

2. **Protection of Confidential Information.** As between the Parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to:

   1. not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and

   2. except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

3. Notwithstanding the foregoing, Insurancelab.ae may disclose the terms of any applicable Order Form to a subcontractor to the extent necessary to perform Insurancelab.ae' obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

4. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. **REPRESENTATIONS AND DISCLAIMERS**

1. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

2. **Disclaimers.** Any Service is provided **"as-is"** and **"as available"** without warranties of any kind, either express or implied, other than those warranties that are implied by or incapable of exclusion, restriction, or modification under the laws applicable to this Agreement. Insurancelab.ae does not guarantee the reduction of cost, quote accuracy, or the success of any sales improvements or marketing campaign or strategy launched pursuant to this Agreement. Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

3. All data and information that the Customer provides to the Service and that the Customer provides by itself constitutes Customer's express consent and authorization and includes the right to Insurancelab.ae to share, process and use that data in order to provide the Services. Insurancelab.ae disclaim any responsibility and make no representations or warranties, express or implied, except as expressly provided herein, with respect to any information or data the Customer or any third party submits for the Services, including its processing, use, etc. Any provision of such information and data by Customer constitutes Customer's express consent for any use thereof in connection with the provision of the Service.

4. Customers hereby agree and acknowledge that Insurancelab.ae' cooperation with any other services and customers in the insurance business shall not be deemed a violation of these Terms and Conditions by Insurancelab.ae. Insurancelab.ae may offer its services in the sphere of insurance business or it's another customer's services in the sphere of insurance business to the clients and potential potential clients of the Customer provided that such data has been obtained in a manner that does not violate the Confidentiality of Information section of these Terms and Conditions.

8. **INDEMNIFICATION**

   1. The Customer agrees to defend, indemnify and hold harmless Vita Virtue, its affiliates, officers, shareholders, agents, employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of or relating to a disclosure or use of confidential information of third-party by Insurancelab.ae that have been disclosed to it by the Customer, including but not limited to insurance price, insurer name, their business information, rates, etc.

   2. Any and all confidential agreements between the Customer and third-parties are solely binding for these parties and Insurancelab.ae is not a party in any agreements between them, the Customer represents and warrants that they are entitled to disclose this information to Vita Virtue, and Insurancelab.ae will not violate any confidential or commercial information by lawfully using it to render the Services under this Agreement.

9. **LIMITATION OF LIABILITY**

1. **Limitation of Liability.** Except for claims related to fraud or gross negligence, Vita Virtue's total liability for all claims related to this Agreement shall not exceed the aggregate amount actually paid by Customer to Insurancelab.ae during the period prior to the date of the event giving rise to the claim, but in no event more than the amount of the cost of the Services for the twelve months period due and payable by Customer to Insurancelab.ae.

2. In any case, in the context of this Agreement, Insurancelab.ae' financial liability will be limited to the fees paid by the Customer for the Services provided for the period in which such incident occurs but in no event more than the amount of the cost of the Services for the twelve months period due and payable by Customer to Insurancelab.ae (in case if one or more events are generated the same damage or loss, all these events would then be considered as one single event).

3. Insurancelab.ae can by no means be held liable for:

   1. any problem, fault or error that occurs due to use of the Service in a way that does not comply with the instructions, procedures or other specifications given by Insurancelab.ae or due to breach by the Customer of any of its obligations under the Agreement,

   2. problems occurring further to use of the Service in conjunction with software or equipment that is incompatible with the Customer's operating system for which the Service has been provided,

   3. any loss or corruption of software or data, whatever the cause and origin, if this corruption, damage or loss of data could have been avoided and corrected if the Customer had put in place a regular backup system,

   4. change or design defect in the Customer's website used in conjunction with the Service,

   5. introduction of a computer virus affecting the correct operation of Insurancelab.ae' website,

   6. the intrusion of a third party into the computer system affecting the correct operation of Insurancelab.ae' website,

   7. a change in the host or hosting system,

   8. a network failure making Insurancelab.ae' website inaccessible,

   9. an incident concerning the Customer's technical infrastructure.

4. In any case, in the context of this Agreement, Insurancelab.ae' financial liability will be limited to the fees paid by the Customer for the Services provided for the period in which such incident occurs but in no event more than the amount of the cost of the Services for the twelve months period due and payable by Customer to Insurancelab.ae (in case if one or more events are generated the same damage or loss, all these events would then be considered as one single event).

5. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, SHALL THE PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR

EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE OR DATA OR INTERRUPTION OF BUSINESS OTHER THAN AS SPECIFIED IN THIS AGREEMENT(EXCEPT FOR CASES OF FRAUD, MISLEADING, DISHONEST AND GROSS NEGLIGENCE OF THE CUSTOMER, WHERE THE LIABILITY OF THE CUSTOMER WILL NOT BE LIMITED TO ANY FIXED OR PAID SUM TO INSURANCELAB.AE).

10. **TERM AND TERMINATION**

   1. **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

   2. **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 60 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Insurancelab.ae' applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

   3. **Termination.** A party may terminate this Agreement for cause:

      1. upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or

      2. if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

   4. **Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve the Customer of its obligation to pay any fees payable to Insurancelab.ae for the period prior to the effective date of termination.

   5. **Surviving Provisions.** The sections titled "Free Services", "Fees and Payment", "Proprietary Rights and Licenses", "Confidentiality", "Disclaimers", "Limitation of Liability", "Payment upon Termination", "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as Insurancelab.ae retains possession of Customer Data.

11. **GENERAL PROVISIONS**

1. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Insurancelab.ae and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement.

2. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

3. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

4. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

5. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such termination, Insurancelab.ae won't refund to the Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

6. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon the second business day after sending by email. Billing-related notices to the Customer will be addressed to the relevant billing contact designated by the Customer.

7. **Agreement to Governing Law and Jurisdiction.** This Agreement shall be governed, construed, and interpreted in accordance with the law of United Arab Emirates (UAE).

8. **Dispute resolution.** Any dispute(s) arising out of or in connection with this Agreement, including any question(s) regarding its existence, validity or termination, shall be resolved initially through negotiations within 60 (sixty) calendar days after one of the Parties has notified another on the matter of the dispute(s) and initiated negotiations. In case if such dispute(s) cannot be resolved by negotiations, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the DIFC-LCIA Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in

any court having jurisdiction thereof. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The seat, or legal place, of arbitration shall be the DIFC-LCIA.

9. **Force Majeure.** No Party shall be responsible for the breach of obligations established in this Agreement, if such breach is caused by war (declared), fires, floods, earthquakes, storms and other. The Party affected by the Force Majeure Circumstances shall inform the other Party about them within five days from the moment such circumstances arise. In the case of Force Majeure Circumstances, the term for execution of the Parties' obligations in accordance with the current Agreement is prolonged proportionally to the duration period of Force Majeure Circumstances and/or their consequences. The party referring to the effect of the Force Majeure Circumstances shall provide the document confirming such an effect, issued by the competent state authority or the corresponding chamber of commerce and industry or its department. In Force Majeure Circumstances lasting more than 3 (three) months, each of the Parties has the right to terminate the current Agreement, returning all the property or monetary funds received in advance for execution of the current Agreement till the end of its validity term. At this, none of the Parties has the right to demand from the other Party to reimburse the possible damages.

External User Terms of Use

1. **Acceptance of Terms**

   By using this system, you acknowledge that you have read, understood, and agree to these terms of use, as well as any terms provided by our customers who have granted you access to the system.

2. **Data Entry and Privacy**

   You acknowledge that any information you enter into this system will be processed and used according to our privacy policy, which you can review here. Your data will be handled in compliance with applicable data protection laws.

3. **Limitation of Liability**

   Insurancelab.ae disclaims any liability for errors, omissions, or inaccuracies in the information you provide. You are responsible for ensuring the accuracy and legality of the data you enter.

4. **Prohibited Activities**

   You agree not to misuse the system, including but not limited to uploading harmful content, attempting unauthorized access, or engaging in any activity that violates applicable laws or the rights of others.

5. **No Payment Obligations**

   As an external user, you are not responsible for any payment obligations related to the use of this system. Any financial transactions are solely between our customers and Insurancelab.ae.

6. **Access Discretion**

Your access to the system is provided at the sole discretion of Insurancelab.ae and our customers. We reserve the right to restrict, suspend, or terminate your access at any time, for any reason, without notice.

7. **No Obligation for Continued Service**

Insurancelab.ae has no obligation to provide you with continuous access to the system or any services. Your ability to access the platform may be revoked at any time, and we are not liable for any interruptions or discontinuation of your access.