

TERMS AND CONDITIONS OF THREATSCAPE SECURITY SOLUTIONS LIMITED

All agreements with Threatscape Security Solutions Limited for the provision of Goods or Services shall be governed by these Conditions. These Conditions are binding and are deemed incorporated in all other agreements for the provision of Goods or Services.

Notwithstanding the above, where your engagement relates to the sale/purchase of Goods, (as defined hereinafter), this engagement will further be bound by the [Terms for Sale of Goods](#). Where your engagement with the Company relates to the Provision of Services (as defined hereinafter), this engagement will further be bound by the [Terms for Provision of Services](#).

GENERAL TERMS OF BUSINESS

ALL BUYERS ARE BOUND BY THESE TERMS AND CONDITIONS

DEFINITIONS

1. In these terms and conditions: **"Business Day"** means a day other than a Saturday, Sunday or public holiday in the United Kingdom, when banks in London are open for business; ; **"The Buyer"** means the person, the firm or the company ordering or buying Goods and/or Services from the Company; **"Charges"** means: (i) in relation to the Goods, the charges payable by the Buyer for the Goods in accordance with condition 31 to condition 36; and (ii) in relation to the Services, the charges payable by the Buyer for the supply of the Services in accordance with condition 70; **"The Company"** means Threatscape which is a trading name of Threatscape Security Solutions Limited, a company registered in England and Wales with company number **07961972** whose registered office is at: CityPoint, 1 Ropemaker Street, London, England EC2Y9HT; **"Conditions"** means these terms and conditions as amended from time to time in accordance with condition 27; **"Contract"** means the contract between the Company and the Buyer for all sales and purchase of Goods and/or Services in accordance with these Conditions; **"Data Protection Act"** means the Data Protection Act 2018; **"Data Subject"** has the meaning set out in the Data Protection Act; **"Deliverables"** means the deliverables set out in the Order produced by the Buyer and matching with the Proposal and/or Specification; **"The Goods"** means the goods the subject matter of the relevant Order; **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; **"Order"** means the Buyer's order for Goods and/or Services; **"Personal Data"** has the meaning set out in

the Data Protection Act and relates only to personal data, or any part of such personal data, in respect of which the Buyer is the Data Controller and in relation to which the Company is providing Services under the Contract; **"processing" and "process"** have the meaning set out in the Data Protection Act; **"Proposal"** means any document issued by the Company to the Buyer as a proposal for supply of Goods and/or Services; **"Relevant Date"** means the date upon which all payments for the Services or Goods provided under the Contract have been discharged in full; **"Services"** means the services, including the Deliverables, supplied by the Company to the Buyer as set out in the Specification; and **"Specification"** means the description or specification of the Services provided in writing (including inter alia a written "Statement of Work" or "Schedule of Services") by the Company to the Buyer.

BASIS OF CONTRACT

2. The Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions. The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (the **"Commencement Date"**). Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force. The provision or display of pricing and other information relating to the Goods and/or Services by the Company to the Buyer does not amount to an offer by the Company to sell the Goods and/or provide the Services at that price or on any other terms.
3. If the Goods and/or Services are to be provided in connection with a Proposal, then the Commencement Date shall be the date on which the Proposal is signed by the Buyer and returned to the Company. The Proposal constitutes an offer by the Company to provide the Goods and/or Services in accordance with these Conditions.

4. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any quotation given by the Company shall not constitute an offer, and is only valid for the period specified in the Proposal or if no period is specified in the Proposal, 30 days from its date of issue.
5. Where an Order wholly or partially constitutes of services provided by a third party to this Contract, the Buyer shall, with relation to the third party services, also be bound by the terms and conditions of the third party, and the Company shall have no obligation whatsoever in relation to the third party services.

LIMITATION OF LIABILITY

6. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
7. No representation, claim, drawings, illustrations, specification or price given in any advertising or promotional literature of the Company shall form part of the Contract unless specifically stated in the accepted order or specification for or of the Goods and and/or Services.
8. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.

CHANGES IN SPECIFICATIONS

9. The Company reserves the right to make any changes in the specification of the Goods or the Services which are required to conform with any applicable safety or other statutory or EU requirements or, where the Goods or Services are to be supplied to the Company's specification, which do not materially affect their quality or performance.

AUTHORISED PERSONNEL

10. The Company is entitled to rely on any instructions provided by the representatives of the Buyer. The Buyer warrants that only authorised representatives shall issue instructions under the Contract and the Buyer shall be bound by any instructions issued by its authorised representatives. The Buyer shall, immediately on the Commencement Date, provide the Company with a list of all persons authorised to instruct the Company and it shall be the duty of the Buyer to ensure that such list is accurate and up to date at all times. Should the Buyer fail to provide the list, the Company shall be entitled to treat any employee of the Buyer who issues instructions to the Company, as an authorised representative.

NON SOLICITATION

11. The Buyer covenants with the Company that it shall not, for the period of one year immediately after the Relevant Date, solicit or entice away or offer employment to or endeavour to solicit or entice away or offer employment to any person or employ any person who has at any time during the period of one year immediately preceding the Relevant

Date been an employee, officer or manager of the Company whether or not such person would commit a breach of contract by reason of leaving the employment, office or service of the Company.

12. The provisions of condition 11 shall apply to the Buyer notwithstanding that the Buyer has not made any approach to an employee, officer or manager of the Company who approaches the Buyer seeking employment with the Buyer.

DISPUTE RESOLUTION

13. In the event of a dispute arising out of or in relation to the Contract, including any question regarding its existence, validity or termination (the "**Dispute**"), the parties involved (the "**Disputing Parties**") shall meet (either face to face, or via teleconference) within 14 days of the occurrence of the Dispute (the "**Meeting Date**") to discuss the Dispute and to attempt to come to an amicable solution (the "**Meeting**"). If within 14 days of the Meeting Date (or such further period as agreed between the Disputing Parties in writing) the Dispute has not been settled, the Disputing Parties shall seek settlement of the Dispute by referring the Dispute to mediation on such rules as chosen by a mediator to be appointed by the agreement of the Disputing Parties (the "**Appointed Mediator**"), which rules are deemed to be incorporated by reference to this condition (the "**Mediation**"). Save for in relation to costs, the Disputing Parties agree that the decision of the Appointed Mediator shall be advisory in nature and not legally binding on the Disputing Parties.
14. The Disputing Parties agree to act in good faith to choose the Appointed Mediator within 14 days of the Meeting (or such further period as agreed between the Disputing Parties in writing), but failing this the Disputing Parties agree to apply to the President of the Law Society of England and Wales, who shall in turn nominate the Appointed Mediator. If the Dispute is not settled by the Meeting at condition 13 or within 28 days of the Mediation (or such further period as agreed between the Disputing Parties in writing), the Dispute shall be referred to arbitration under such rules as chosen by an Arbitrator to be appointed by the agreement of the Disputing Parties (the "**Appointed Arbitrator**"), which rules are deemed to be incorporated by reference to this condition (the "**Arbitration**"). The Disputing Parties agree that the decision of the Appointed Arbitrator shall be final and legally binding upon the Disputing Parties. The Disputing Parties agree to act in good faith to choose the Appointed Arbitrator within 28 days of the Mediation (or such further period as agreed between the Disputing Parties in writing), but failing this the Disputing Parties agree to apply to the President of the Law Society of England and Wales, who shall in turn nominate the Appointed Arbitrator.
15. Each Disputing Party shall, unless agreed otherwise in writing, be responsible for their own costs arising from the Meeting. Costs for the Mediation shall be apportioned in such proportions as decided by the Appointed Mediation and costs for the Arbitration shall be apportioned in such proportions as decided by the Appointed Arbitrator.

FORCE MAJEURE

16. The Company reserves the right to cancel, vary or suspend the operation of the Contract if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) pandemics, fire, floods, storm, plant breakdown, strikes, lock-outs, riots, hostilities, non-availability of materials or supplies, an act of any military, civil or regulatory authority, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems or any other event outside the control of the Company and the Company shall not be held liable for any breach of contract resulting from such events.

TERMINATION

17. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within ten days of the Buyer being notified in writing to do so;
 - the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the Buyer's financial position deteriorates to such an extent that in the Company's opinion, the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
18. Without limiting its other rights or remedies, the Company may suspend provision of the Goods and/or Services under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in condition 17 (a) to condition 17 (d), or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under the Contract on the due date for payment.
19. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
20. On termination of this Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
21. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect

of any breach of the Contract that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

DATA PROTECTION AND DATA PROCESSING

22. The Buyer and the Company acknowledge that for the purposes of the Data Protection Act, the Buyer is the Data Controller and the Company is the Data Processor in respect of any Personal Data. The Company shall process the Personal Data only in accordance with the Buyer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Buyer. The Company shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data. Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
23. The Buyer agrees to indemnify and keep indemnified and defend at its own expense the Company against all costs, claims, damages or expenses incurred by the Company or for which the Company may become liable due to any failure by the Buyer or its employees or agents to comply with any of its obligations under this condition. The Buyer acknowledges that the Company is reliant on the Buyer for direction as to the extent to which the Company is entitled to use and process the Personal Data. Consequently, the Company will not be liable for any claim brought by a Data Subject arising from any action or omission by the Company, to the extent that such action or omission resulted directly from the Buyer's instructions. The Company may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract: (i) is on terms which are substantially the same as those set out in the Contract; and (ii) terminates automatically on termination of the Contract for any reason.

CONFIDENTIALITY

24. While on Buyer's premises, the Company will ensure that its personnel follow all reasonable instructions, as such are provided to the Company prior to the performance of the Services. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this condition 24 below. Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition 24; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

ENTIRE AGREEMENT

25.1 The Contract 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 Contract 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this condition shall limit or exclude any liability for fraud.

25.2 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

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

APPLICABLE LAW

26. The Contract shall be construed in accordance with English and Welsh Law. 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 Contract.

VARIATION & WAIVER

27. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

SEVERANCE

28. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.

ASSIGNMENT

29. The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Buyer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

NOTICES

30. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order. Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next Business Day after transmission. This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

TERMS FOR SALE OF GOODS

THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 64 (LIMITATION OF LIABILITY)

THE CHARGES

31. The Charges for the Goods shall be the price set out in the Order or the Proposal, where appropriate, (once agreed with the Company), or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery. Unless expressly indicated, such Charges shall be exclusive of VAT which shall then be due at the prevailing rate.
32. Unless otherwise specified prices payable for the Goods are exclusive of delivery charges, insurance costs, packaging costs or other special handling charges.
33. All orders for Goods received by the Company are subject to a delivery charge for each customer order received. Unless otherwise stated the Company shall enter into a contract for delivery of the order to the address of the Buyer. Such Contract shall be deemed to incorporate these Terms and Conditions and the Buyer shall be bound by the same. This condition does not apply to orders for Goods delivered electronically and to which delivery charges do not apply.
34. All quotes issued by the Company are valid for the period specified in the Proposal or if no period is specified in the Proposal, for 30 days, subject to constant currency from the date of issue and must be reconfirmed if ordering after this period. The prices for the Goods shall be those ruling at the date of dispatch and the Company reserves the right to amend its quoted prices at any time prior to that date.
35. The Company may, by giving notice to the Buyer at any time up to ten Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - a. any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - b. any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - c. any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions.
36. The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

ORDER CANCELLATION

37. No Order (including backorders) which has been accepted by the Company may be cancelled by the Buyer except by

agreement in writing of the Company and the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of labour and materials used), damages, charges and expenses incurred by the Company as a result of the cancellation. Without limiting its rights under this condition in any way, the Company reserves the right to charge the Buyer a cancellation/restocking fee of 25% of the price of the Goods (or 100% of the price of the Goods, if the Goods are software licenses which the Company is unable to return for refund to its supplier) should the Buyer cancel the Order without prior agreement of the Company.

DISPATCH

38. Unless otherwise specified, the price quoted is packed ex-our warehouse. An extra amount will be levied to cover delivery and insurance costs. An additional delivery charge may be made to cover any extra costs involved for delivery to an address, which is different to the Buyer's normal delivery address.
39. Should expedited delivery be agreed, an extra amount may be charged to cover any extra overtime or any other additional costs involved.
40. Should delivery be suspended at the request of or delayed through any default of the Buyer for a period of 30 days or more, the Company shall then be entitled to payment for materials specially ordered and other additional cost including storage.
41. The Company shall deliver the Goods to the location set out in the Order (the "**Delivery Location**").
42. Delivery is completed on the completion of the unloading of the Goods at the Delivery Location.
43. Any date or time quoted for dispatch is to be treated as an estimate only. Dispatch may be postponed or delayed due to conditions beyond the Company's reasonable control, and in no event shall the Company be liable for any damages or penalties for delay in dispatch or delivery.
44. The Company may deliver the Goods in instalments; each instalment will be treated as a separate delivery. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

THE GOODS

45. In the event of the Buyer purchasing the Goods by description, the provisions of Section 13 of the Sale of Goods Act, 1979 (as amended) (which implies the term that the Goods shall correspond with their description) shall not apply to the Contract between the Company and the Buyer.
46. The Company makes and gives no warranty, condition or representation in regard to the Goods, to the fullest extent permitted by law, save as expressly stated in the Contract and it shall not be a condition of the Contract

that the Goods supplied are fit for the purpose for which the Buyer wants them, whether or not this purpose has been made known to the Company and/or are of merchantable quality. The Buyer accepts that prior to agreeing to purchase the Goods hereunder it has satisfied itself as to their fitness for its purpose and as to their merchantable quality in regard to the use for which it requires them and has not relied upon the Company's skill, judgment or representations, if any, before so satisfying itself.

CREDIT POLICY AND PAYMENT INFORMATION

47. Invoices are raised and dated on the date of dispatch of the Goods. Provided a credit account has been approved and unless otherwise specifically agreed, all invoices are payable within 30 days from the date of invoice.
48. If credit terms have not been agreed by the Company, payment must be made in full at the time of placing the order for the Goods.
49. All invoices are posted or emailed to the Buyer's normal trading address or email address as supplied on the account application form, or such modified address as is advised by the Buyer to the Company in writing.
50. The Buyer must inform the Company in writing, within 5 working days from the invoice date of any discrepancies or errors on an invoice. Failure to notify the Buyer shall be deemed to be an acceptance of the invoice in its entirety.
51. The Company reserves the right to remove credit facilities and stop supplying Goods at any time.
52. If the Buyer fails to make a payment due to the Company within 30 days date of invoice, then, without limiting the Company's remedies, the Buyer shall pay interest on the overdue sum from the due date until payment in full, whether before or after judgment. Interest under this condition 52 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
53. The Company shall levy additional charges for any additional Goods requested or for any Services offered with regards to the Goods.

RETENTION OF TITLE

54. Notwithstanding condition 55 below, the title in the Goods shall remain in the Company, until the Buyer has paid all monies owed by it to the Company under the Contract or any other contract or otherwise. If any of the Goods are processed into, incorporated in, used as materials for or mixed with other goods or materials prior to such payment, the title (but not the risk) in the whole of such goods or materials shall pass to the Company at the moment of such processing, incorporation, use or mixture and shall remain with the Company until payment of all such monies as specified in this condition. Until such payment is made the Buyer shall possess all goods and material the title in which is vested in the Company by virtue of this condition on a fiduciary basis only and if the Company so requires, the Buyer shall store such goods and materials at no extra cost

to the Company so that they are clearly identified as belonging to the Company. The Company, without prejudice to any of its other rights and remedies, may recover and resell any or all of such goods or materials and may enter upon the Buyer's premises for that purpose. The Buyer has the right to sell for the account of the Company any goods or materials the title in which vested in the Company by virtue of this condition. In such event the Company shall be entitled to, and the Buyer shall be under a fiduciary duty to account to the Company for, the proceeds of such sale to the extent that the Buyer owes any monies to the Company. In addition, the Company shall be entitled to make a claim directly against the Buyer's customer for any purchase monies unpaid by the customer and the Company shall be entitled to retain from any monies recovered from the customer all monies due to the Company from the Buyer plus all costs and expenses involved in making the claim. If there is any excess the Company will return this to the Buyer. The authority hereby granted to the Buyer to pass title in the goods or materials shall not extend to any sale of the goods or materials in the course of a sale of the entire or substantially the entire of the Buyer's business or undertaking pursuant to a sale of the Buyer's stock-in-trade preparatory to a cessation of the Buyer of business or of trade in goods similar to the Goods.

55. On the happening of any of the following events the authority of the Buyer to sell the Goods shall terminate immediately and all the Goods, the title to the Goods, shall be immediately delivered to the Company:-
 - (a) any notice to the Buyer or the Company that a receiver, manager, administrator, administrative receiver or similar officer of or over the business or any part of the business of the Buyer is to be or has been appointed;
 - (b) any notice to the Buyer or the Company that a petition to wind-up the Buyer is to be or has been presented or any notice of a resolution to wind up the Buyer (other than for the purposes of a bona fide reconstruction or amalgamation on terms previously approved in writing by the Company);
 - (c) any decision by the Buyer that the Buyer intends to make an arrangement with its creditors; and
 - (d) the insolvency of the Buyer within the meaning of the Insolvency Act, 1985(as amended).

TITLE AND RISK

56. Notwithstanding condition 54 and condition 55 above, all risk in respect of the Goods shall be assumed by the Buyer upon delivery of the same to the Buyer in accordance with condition 42.
57. The Buyer's property and all property supplied to the Company by or on behalf of the Buyer shall, while it is in possession of the Company or in transit to or from the Buyer, be deemed to be at the Buyer's risk and the Buyer shall insure it accordingly.

TAX COMPLIANCE

58. The Company may on occasion run promotions either on its own behalf, for other parties or in conjunction with commercial partners. Any tax liabilities which arise as a result of these promotions lies directly with the recipient not with the Company, and where applicable the onus is on the recipient to declare these benefits to the HM Revenue & Customs.
59. All undertakings relating to the Company and its staff shall be entered into on the basis that they are in compliance with tax regulations pertaining to England and Wales. Any undertaking, including but not limited to, promotions and incentive activities, which do not comply with the relevant tax regulations shall be rejected by the Company and shall be deemed to have been null and void from inception. Any incentive offered to staff of the Company without the prior written approval of the Company shall be deemed voidable by the Company.

LOSS OR DAMAGE IN TRANSIT OR NON-DELIVERY

60. The Buyer shall examine the Goods immediately when they are delivered to the Buyer and shall have 5 working days to make any claims in respect of these Goods. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery of the Goods, or in the case of non-delivery if communication of the same is not received within 5 working days after the due date for delivery.

LATE DELIVERY

61. Whilst the Company will endeavour to deliver the Goods in accordance with the Buyer's requirements, the Company will not be liable for any consequences of late delivery howsoever caused.

DEFECTIVE PRODUCTS

62. The Company's liability (both in contract and in tort) in respect of defects in the Goods shall be limited to the replacement of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or such other compensatory measures as the Company at its discretion considers appropriate in the circumstances. Such measures shall relate only to the actual faulty items or their value, and the Company shall not in any circumstances be under any liability to the Buyer in respect of : - (a) any indirect or consequential loss or damage, sustained by the Buyer howsoever caused; or (b) any economic losses (including, without limitation, loss or revenues, profits, contracts, business or anticipated savings); or (c) any expenditure incurred by the Buyer in respect of Goods alleged to be defective; or (d) any Goods which have been processed in any way by the Buyer or damaged after the risk in the Goods has passed to the Buyer; or (e) any liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval; or (f) any liability under any warranty, condition or guarantee (whether express or implied) if the total price for the Goods has not been paid by

the due date for payment; or (g) any loss of goodwill or reputation; provided, always that this Contract does not exclude or restrict the Company's liability for death or personal injury from its negligence.

LIMITATION OF LIABILITY

63. Notwithstanding condition 63 above:
- a. The Company shall not be liable to the Buyer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) any indirect or consequential loss;
 - b. The Company's total liability to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall in no circumstances exceed the money actually received by the Company from the Buyer in respect of the Goods which are the subject of the claim, cause of action or loss (etc); and
 - c. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure event (as described in condition 16) or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

INTELLECTUAL PROPERTY RIGHTS

64. The Buyer shall be responsible for any infringement with regard to patent, utility, model, trademark, design, copyright or other intellectual property right in any country without exception when such infringement is due to the Company having followed the design or instruction furnished by the Buyer. The Buyer shall be liable for and indemnify the Company against all loss, damages and expenses suffered or incurred by the Company as a result of any such infringement. In case any dispute and/or claim arises in connection with the above infringement, the Company reserves every and all rights to cancel and make null and void the Contract at its discretion and hold the Buyer responsible for any loss caused thereby to the Company.
65. Nothing herein contained shall be construed as transferring any patent, utility model, trademark, design or copyright in the Goods or in any product that the Goods can produce and all such rights are to be expressly reserved to the true and lawful owners thereof.

TERMS FOR PROVISION OF SERVICES

THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 73 (LIMITATION OF LIABILITY).

67. TERM

The Contract is for an initial term of one year and will automatically renew and extend from year to year unless either party gives the other written notice of termination at least 90 days prior to the end of the relevant term.

68. SUPPLY OF SERVICES

68.1 The Company shall supply the Services to the Buyer in accordance with the Specification in all material respects. The Company shall use reasonable endeavours to meet any performance dates agreed between the parties, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. The Company reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Buyer in any such event.

68.2 If the Services to be provided relate to consulting Services, such Services shall be conducted in line with an agreed statement of works which shall provide a description of the Services to be offered by the Company.

68.3 Unless otherwise agreed with the Company, provision of support Services shall be done remotely-by telephone, email and where necessary, by remote access to customer systems. The Buyer shall fully cooperate with the Company and provide the necessary information and answer queries promptly to facilitate this arrangement. Should the Buyer require onsite support Services, the Company shall be entitled to charge for this service unless otherwise agreed with the Buyer.

68.4 The Buyer shall be required, when making a booking for provision of professional Services (including for consulting services and training), to make a booking for time equivalent to at least one day, where the Services are to be provided by attendance at the Buyer's premises, and at least time equivalent to half a day for Services to be provided remotely. Notwithstanding the latter, the Company reserves the right to reject the schedule and/or reschedule to an alternative time at the sole discretion of the Company.

69. BUYER'S OBLIGATIONS

69.1 The Buyer shall (i) ensure that the terms of the Order and any information provided in the Specification are complete and accurate; (ii) co-operate with the Company in all matters relating to the Services; (iii) abide by the advice rendered by the Company in the provision of the Services (iv) provide the Company, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation, personnel, computer systems and other facilities as reasonably required by the Company; (v) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; (vi) prepare the Buyer's premises for the supply of the Services; (vii) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; (viii) comply with all applicable laws, including health and safety laws; (ix) keep all materials, equipment, documents and other property of the Company ("**Company Materials**") at the Buyer's

premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and (x) comply with any additional obligations as may be set out in the Specification.

69.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("**Buyer Default**") then: (i) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays the Company's performance of any of its obligations; (ii) the Company shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this condition 69.2; and (iii) the Buyer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Buyer Default.

69.3 The Buyer shall have the right to cancel a scheduled engagement, provided that written notice of the cancellation is provided to the Company at least 5 working days before the engagement is due to commence. Should the cancellation be effected without sufficient notice, the Company reserves the right to invoice the Buyer for at least one full day of the Services booked plus any expenses that may have been incurred in preparation for the provision of the Services.

70. CHARGES AND PAYMENT

70.1 The Charges for the Services shall be calculated on a time and materials basis calculated as follows:

- (i) the Charges shall be calculated in accordance with the Company's daily fee rates, as set out in the Proposal;
- (ii) the Company's daily fee rates for each individual are calculated on the basis of a 7.5 hour day from 9.00 am to 5.30 pm worked on Business Days with one hour lunch break;

70.2 The Company shall be entitled to charge an overtime rate for Services required and provided outside the stipulated working hours in condition 70.1 and such charges shall be included in the Proposal for provision of the Services or as amended by the Company and notified to the Buyer from time to time.

70.3 The Company shall be entitled to charge the Buyer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.

70.4 The Company reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the

Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

70.5 The Company shall invoice the Buyer monthly in arrears or as may be otherwise specified in the Proposal or Specification.

70.6 The Buyer shall pay each invoice submitted by the Company (i) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Buyer; and (ii) in full and in cleared funds to a bank account nominated in writing by the Company, and (iii) time for payment shall be of the essence of the Contract. All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services. If the Buyer fails to make a payment due to the Company under the Contract by the due date, then, without limiting any of the Company's remedies, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition 70.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. All amounts due under the Contract 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).

71. **CALL-OFF SHELF LIFE FOR BULK PURCHASES**

71.1 The Buyer shall have the right to enter into an arrangement with the Company that allows the Buyer to buy, in advance, a 'block of time' in instances where there is a frequent need of the Services. A Buyer under this arrangement need not issue an Order for every request for provision of Services.

71.2 The 'block of time' purchased shall be consumed within one year from the date of purchase, after which the Buyer shall forfeit any unused time unless otherwise agreed with the Company in writing, at least 3 months before the expiry of the 'block of time.'

72. **INTELLECTUAL PROPERTY RIGHTS**

72.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Buyer) shall be owned by the Company. The Company grants to the Buyer, or shall procure the direct grant to the Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Buyer) for the purpose of receiving and using the Services and the Deliverables in its business. The Buyer shall not sub-license, assign or otherwise transfer the rights granted in this condition 72.1. The Buyer grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Buyer to the Company for the term of the Contract for the purpose of providing the Services to the Buyer.

73. **LIMITATION OF LIABILITY: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.**

73.1 The Company shall not be liable to the Buyer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings;

(v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) any indirect or consequential loss.

73.2 The Company's total liability to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall in no circumstances exceed the money actually received by the Company from the Buyer in respect of the Services which are the subject of the claim, cause of action or loss (etc).

73.3 This condition 73 shall survive termination of the Contract.

74. **INDEMNIFICATION**

74.1 The Buyer shall defend, indemnify and hold harmless the Company, its officers, employees and directors from and against any loss, liability or costs awarded or otherwise paid to any third party arising out of any action, suit, proceeding or other claim, or any threat thereof related to the provision of the Services.

75. **RIGHTS IN DELIVERABLES**

75.1 Subject to the Company's rights in the Company's Information, as described below and the Company's Derivative Work as defined below, all Deliverables created specifically for and provided by the Company under this Contract shall, upon final payment by the Buyer, become the property of the Buyer for the Buyer's internal business purposes. Any inventions, designs, intellectual property or other derivative works of the Company's Information, shall vest in and be the exclusive property of the Company (the "**Company's Derivative Work**"). Any inventions, designs, intellectual property or other derivative works of the Buyer Information (as defined below) shall vest in and be the exclusive property of Buyer (the "**Buyer's Derivative Work**"). Any pre-existing proprietary or confidential information of the Company or its licensors used to perform the Services, or included in any Deliverable, including but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other Intellectual Property, written or otherwise, including the Company's Derivative Works shall remain the exclusive property of the Company and its licensors (collectively, the "**Company Information**"). To the extent that the Company incorporates any Company Information into the Deliverables, the Company hereby grants to the Buyer a non-exclusive, non-transferable license to use such Company Information at no additional charge solely for Buyer's internal business purposes, in accordance with the limitations set forth in this Contract. Any Buyer pre-existing information, including but not limited to any Buyer's proprietary and confidential information provided to the Company shall remain the exclusive property of Buyer or its licensors ("**Buyer Information**"). The Company provides similar services to other customers. Accordingly, nothing in this Contract shall be construed to prevent the Company from carrying on such business. The Company may at its sole discretion develop, use, market, distribute and license software or documentation that is substantially similar to the Deliverables including without limitation software with similar structure, sequence and organisation as the Deliverables.