

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS USED IN THIS AGREEMENT

"Affiliate(s)" means in relation to each of the Parties, any company which is a subsidiary or holding company of that Party or a subsidiary of such holding company (as such terms are defined by Section 1159 of the Companies Act 2006) or any company which is from time to time under the common control of that Party;

"Agreement" means these terms and conditions of sale and any Schedules and Appendices attached together with any Orders and/or Scope of Works;

"Charge(s)" means the amounts payable by the Client to Cisilion as detailed in the respective Order and/or Scope of Works;

"Confidential Information" means any and all information of a business, financial or technical nature, disclosed to the other Party by or on behalf of the first Party after the date of this Agreement which, for the avoidance of doubt, includes Intellectual Property Rights and Software, whether such information is marked as confidential or otherwise;

"Personal Data" means personally identifiable information as set out in the Data Protection Act 2018;

"Default" means a breach by either Party of its material contractual obligations as set out in this Agreement;

"Effective Date" means the day of the last signature below;

"End User Licence Agreement" ("EULA") means the legal contract entered into between the Client and the software developer or vendor of the software;

"Equipment" means the Client's network devices and any computer or communications device not supplied by Cisilion;

"Force Majeure Event" means any event or occurrence or effect beyond a Party's reasonable control;

"Good Industry Practice" means the standards which would reasonably and ordinarily be expected from a skilled and experienced provider of the same or similar Services under the same or similar circumstances;

"IPR" means intellectual property rights (whether registered or unregistered) including copyright, database rights, trademarks, design rights, patents, moral rights, domain names, database rights and/or know how;

"Maintenance Services" means the break-fix service, as described in the relevant Schedule under which Cisilion will repair or replace any Equipment which is faulty;

"Managed Services" means Services to support specified Equipment and Client managed service processes (including use of subcontractors if appropriate). Managed Services may include or also be referred to as credit support, support services, management services, monitoring, or any combination of these as further described in the relevant Schedule;

"Order" means a Client purchase request and/or sales request and/or Scope of Works for the purchase of Product(s) and/or Services from Cisilion under the terms of this Agreement;

"Order Term" means the term of the respective Services as detailed in the Order or Scope of Works;

"Product(s)" means any item or items ordered by the Client from Cisilion from time to time, including Software;

"Professional Services" means the consultancy work provided by Cisilion as described in a Scope of Works;

"Service(s)" means any combination of (i) Professional Services, (ii) the installation of Products by Cisilion on behalf of the Client, (iii) the provision of a Managed Service by Cisilion for technical support, (iv) the provision of Cisilion's Maintenance Services, and (v) Subscription Services;

"Scope of Works" ("SOW") means the document that sets out the Professional Services to be performed by Cisilion;

"Site(s)" means the Client's physical premises at which the Equipment is located;

"Software" means any computer or communications program whether embodied in ROM, RAM, firmware or on disk, tape or other media;

"Subscription Service" means a work process that provides Clients with on-demand access to software and/or cloud infrastructure for a periodic Charge;

"Working Day(s)" shall mean the period on Monday – Friday worked between 9.00 a.m. and 5.30 p.m. but excludes travel and public holidays in the country where the Equipment is located.

1.1 The headings in this Agreement are inserted for convenience only and shall not affect the construction of the Agreement itself.

1.2 References to statutory provisions include those statutory provisions as amended or re-enacted.

1.3 The Schedules to this Agreement are incorporated into an form part of this Agreement.

1.4 Any phrase introduced by the words "including, includes, in particular or for example or similar" shall be construed as illustrative and shall not limit the generality of the related general words.

1.5 In the event of a conflict, this Agreement shall take priority followed by an Order, followed by a Scope of Works unless the Scope of Works expressly amends the conflicting provision, in which case such express provision in the Scope of Works shall prevail.

1.6 If any other document, such as a purchase order, invoice or confirmation contains terms, the Parties hereby agree that such terms shall be null and void and the terms of this Agreement shall prevail in their entirety.

2 AGREEMENT TERM

2.1 This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with clause 11.

2.2 In order to provide the Client with uninterrupted service, Cisilion will automatically renew any Managed Services, Subscription Services and/or Maintenance Services for the renewal period detailed on the Order unless the Client notifies Cisilion in writing at least ninety (90) days before the end of the current term of Client's intention not to renew.

3 CISILION OBLIGATIONS

3.1 Cisilion shall carry out the Services with reasonable skill and care and expertise and in accordance with Good Industry Practice.

3.2 Cisilion shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Sites, provided such information has been communicated to it.

4 SUPPLY OF PRODUCTS AND SERVICES

4.1 Orders and/or Scope of Works shall be submitted by the Client in writing by post or e-mail and shall specify; a) the Cisilion quotation upon which the Order/Scope of Work is based; b) requested dates of delivery; and c) delivery address; and any special delivery instructions such as location within the delivery address (in the event of any additional reasonable costs incurred by Cisilion due to a failure to provide special delivery instructions the Client shall reimburse Cisilion for those costs); and d) any further information reasonably required by Cisilion.

4.2 An Order / Scope of Works shall only form a binding contract under this Agreement when accepted in writing by Cisilion.

- 4.3 Cisilion has relationships with third party product and services vendors ("Third Party Suppliers"). Where Cisilion resells the Third Party Supplier's products and/or services these are provided subject to the Third Party Supplier's applicable terms, including where applicable a EULA, which shall constitute an agreement between Client and the Third Party Supplier only, and not with Cisilion. Third Party Suppliers are independent contractors and shall not be deemed in any way to be connected with Cisilion.
- 4.4 Cisilion shall use reasonable endeavours to meet the Client's requested delivery dates and inform the Client of any potential delay. Where Cisilion advises that an Order may be delivered in stages, it shall notify the Client and the Client shall not unreasonably withhold its acceptance of the same. In the event of refusal of any contracted delivery including any partial delivery, Cisilion may incur additional charges and these charges shall be invoiced to the Client. In the event of failure by the Client to accept any contracted delivery, Cisilion shall invoice any balance outstanding that remains undelivered and any such invoice shall be due immediately.
- 4.5 In the event that a delivery does not arrive on the expected delivery date, the Client must inform Cisilion within two (2) Working Days of the expected delivery date and where no such notification is received by Cisilion, delivery will have been deemed to have taken place.
- 4.6 In the event that a delivery contains damaged or missing items, the Client must inform Cisilion of the same within two (2) Working Days of the date of delivery giving full details of the non-conformance and where the Client fails to inform Cisilion within this period, Cisilion shall have no liability for such non-conformance.
- 4.7 The risk in the Products shall pass to the Client on delivery of the same to the Client, their agent or nominated carrier and title shall pass on receipt of full payment.
- 4.8 Changes to an Order and/or Scope of Works may be requested by either Party via a change order which shall set out the proposed changes and the likely effect on the Services and/or the Charges. This Agreement and any Order and/or Scope of Works shall continue as is unless or until a change order is agreed in writing by both Parties.
- 4.9 Cisilion may subcontract services to such persons as it, in its discretion, considers necessary to enable it to fulfil its obligations under this Agreement. Cisilion shall remain liable for the acts and omissions of any subcontractor as it is for its own acts and omissions under this Agreement.

5 CLIENT RESPONSIBILITIES

- 5.1 The Client shall, in a timely manner, provide any information and assistance as is reasonably required by Cisilion, its agents, subcontractors, consultants and employees to enable it to perform its obligations including, at no charge, access to the Client's Sites, information, secure data remote access and other facilities as reasonably required.
- 5.2 The Client agrees to meet all pre-requisites and dependencies detailed in the relevant Order and/or Scope of Works.
- 5.3 The Client accepts and agrees that the Products shall be used for Client's internal purposes only, and not for further commercialization not authorised by this Agreement or by Cisilion.
- 5.4 Where Cisilion agrees to delay the start date for any Services, following the Client's written request, or the start date is not met as a result of the Client's delay or failure to fulfil its obligations under the Agreement; the Charges for that Service shall be payable from the original start date for that Service (and not the delayed date), unless otherwise agreed in writing by the Parties. Nothing in this clause shall oblige Cisilion to agree to any delayed handover of the Service(s) and without prejudice to any other remedies available, Cisilion shall be entitled to recover any losses suffered for any delay and/or cancellation of the Services by the Client.

6 CHARGES AND PAYMENT TERMS

- 6.1 All invoices are payable by the Client within thirty (30) days of receipt.
- 6.2 All Charges are stated exclusive of all sales taxes, which shall be payable by the Client at the rate and in the manner prescribed by law.
- 6.3 Cisilion shall be entitled to charge interest on any late payments at the maximum rate permitted by law, in addition to its other rights and remedies and it may suspend performance of its duties under this Agreement or under the relevant Order or Scope of Works until such time as payment has been made in full.
- 6.4 The Client must notify Cisilion within twenty-one (21) days of the date of any invoice regarding any dispute of the invoice and such dispute shall be dealt with by the Parties in accordance with clause 12.
- 6.5 Cisilion may adjust the Charges where price changes are forced on Cisilion by regulatory authorities or suppliers. In such instances, Cisilion will only increase the Charge by the amount imposed on it.
- 6.6 Cisilion may increase the Charge(s) with effect from the end of the Order Term.

7 WARRANTY

- 7.1 For each third party Product Cisilion supplies to the Client, Cisilion shall pass onto the Client, to the extent that it is able to do so, the benefit of any standard warranty or guarantee that is provided to the end user of the Products by the manufacturer/third party supplier(s).
- 7.2 Cisilion warrants that any Services provided under this Agreement will be performed with reasonable skill and care; in accordance with all applicable regulations; and using suitably qualified personnel. This warranty is valid for a period of ninety (90) days from the date of completion of the relevant Services ("**Warranty Period**").
- 7.3 Where it is appropriate and feasible, Cisilion shall, within the warranty period remedy any defect refund to the Client the amount paid for the affected Services.
- 7.4 Both Parties agree that the warranties set out in this clause are in lieu of and exclude all other terms, conditions or warranties implied by statute, law or otherwise as to the merchantability, satisfactory quality or fitness for any particular purpose to the fullest extent permitted by law and shall be the Client's sole remedy in respect of all warranties under this Agreement.

8 DATA PROTECTION

- 8.1 Both Parties undertake to the other Party that it will process Personal Data in compliance with the Data Protection Act 2018 and any codes of conduct or guidelines issued by the relevant regulatory authorities.

9 LIMITATION OF LIABILITY

- 9.1 Neither Party excludes or limits its liability for death or personal injury or for fraud caused by its negligence.
- 9.2 Subject to clause 9.1, and except for any indemnities set out in this Agreement, both Parties liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission and/or breach of any terms and conditions set

out in this Agreement shall not exceed an amount equal to 125% of the total amount paid or payable for the relevant Products and Services in the preceding twelve (12) months that is the subject of a claim.

- 9.3 Neither Party shall be liable for any loss of revenues, loss of profits, business interruption, loss of or damage to data, or indirect and consequential loss. Furthermore, Cisilion shall not be liable for any Client costs associated with the provision of additional resources that may be required as a result of this Agreement.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights (IPR) owned or licensed by a Party before the Effective Date and created, developed or licensed by that Party after the Effective Date independently of this Agreement, shall continue to vest in that Party and/or its licensors. All IPR developed under this Agreement shall belong to Cisilion unless otherwise specified in the Scope of Works.

11 TERMINATION

- 11.1 Without prejudice to any other rights or remedies which the Parties may have, either Party may immediately terminate this Agreement without liability to the other by giving written notice to the other Party if: a) the other Party commits a breach of a material obligation of this Agreement, which is irremediable or, if such breach is remediable the breaching party does not cure such breach within thirty (30) days of written notice thereof; b) the other Party: (i) files a voluntary petition in bankruptcy, (ii) makes a general assignment for the benefit of its creditors, (iii) suffers or permits the appointment of a trustee or receiver for its business assets, (iv) becomes subject to any proceeding under any bankruptcy or insolvency law which is not dismissed within sixty (60) days, (v) initiates actions to wind-down or liquidate its business voluntarily or otherwise, (vi) ceases doing business in the ordinary course, or (vii) suffers, permits or initiates the occurrence of anything analogous to any of the foregoing events under the laws of any applicable jurisdiction.
- 11.2 In the event of termination of this Agreement any live Orders or Scope of Works will continue to be fulfilled as per the terms of this Agreement.
- 11.3 Termination of this Agreement shall be without prejudice to any accrued rights, obligations or liabilities of either Party, existing at the date of termination and the Parties shall fulfil the terms of any Order whose term extends beyond the termination of this Agreement.

12 DISPUTE RESOLUTION

Any dispute which arises out of this Agreement between the Parties shall first be discussed among them and if possible, resolved by the appointed representatives of each Party. If such representatives fail to resolve the dispute within fifteen (15) days then either Party can escalate the dispute internally to Director level. In the event that the Directors are unable to resolve the dispute within an additional fifteen (15) days then either Party may refer the dispute to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. This clause shall be without prejudice to any rights of either Party to commence legal proceedings against the other.

13 FORCE MAJEURE

- 13.1 Neither Party shall be deemed in Default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with this Agreement due to a Force Majeure Event, except for failure to pay the Charges.
- 13.2 A Party affected by a Force Majeure Event shall immediately notify the other Party of its occurrence and if possible, shall use reasonable endeavors to mitigate the effect of the Force Majeure Event.
- 13.3 In the event that either Party shall be prevented from material performance of its obligations hereunder as a result of a Force Majeure Event for a continuous period of more than thirty (30) Working Days the other Party shall have the right to terminate this Agreement by notifying the other Party in writing, and if the Agreement is terminated by the Client pursuant to this clause, Cisilion shall refund to the Client in full, any rebates, credit notes or other refunds received from its suppliers for the remaining period of cover.

14 CONFIDENTIALITY

- 14.1 Both Parties undertake to protect any Confidential Information of the other Party at all times during the term of this Agreement and for two (2) years thereafter.
- 14.2 Each Party may disclose the other Party's Confidential Information to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the Party's obligations under this Agreement; and as may be required by law, court order or any governmental or regulatory authority. Each Party shall ensure compliance with this clause by its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information.
- 14.3 The obligations of confidentiality under this clause, shall not apply to any information or material which the recipient Party can prove a) was already known to it prior to its receipt from the disclosing Party; b) was subsequently disclosed to it lawfully by a third party who lawfully obtained the same and who was not bound by any obligation of confidence in respect thereof to the disclosing Party; c) was in the public domain at the time of receipt by the recipient or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause or breach of any obligation of confidence owed by the recipient or by any of its Affiliates; or d) was required to be disclosed by law or by the rules or directions of any court or any authority; or e) was developed independently without reliance on Confidential Information of the other.
- 14.4 The recipient Party agrees that monetary damages would not be a sufficient remedy for breach of the terms of this clause regarding confidentiality and that the disclosing Party shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief or specific performance as a remedy for any such breach.

15 SUSPENSION OF SERVICE

- 15.1 Cisilion reserves the right to suspend all or any of the Services for the following reasons: i) to carry out maintenance necessary to conform with any applicable safety, statutory or legal order, instruction, request or requirements; ii) where, in its reasonable opinion, it suspects that the Client has breached its obligations under clause 5; iii) where Cisilion has reason to terminate this Agreement in accordance with its terms.
- 15.2 Without prejudice to any other right or remedy that it may have, if the Client fails to pay an invoice (which has not been properly disputed) within fifteen (15) days of the due date, Cisilion may, without liability to the Client, suspend all or part of the Services until the undisputed payment has been made in full. If Cisilion suspends the Services in full or in part, the Client continues to remain liable for all Charges during any suspension period. Cisilion may, at its sole option, choose to restore the Services during any period of delinquency; such restoration shall not be construed as a waiver of Cisilion's right to (i) receive full payment due or (ii) again suspend the Services at any time for non-payment of any unpaid amounts. The failure of Cisilion to restrict, suspend or terminate the Services

for non-payment of any Charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services for non-payment of current or future Charges.

16 NON-SOLICITATION

16.1 During the term of this Agreement and for six (6) months thereafter neither Party shall solicit any employee of the other Party with whom it has had dealings and/or contact with in relation to this Agreement (a "Relevant Employee"). For the avoidance of doubt, the provisions of this clause shall not apply to the recruitment of a Relevant Employee who responds to a bona fide public advertisement for a job vacancy.

17 ANTI-BRIBERY

17.1 Both Parties shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
17.2 Either Party shall, upon the reasonable written request of the other Party provide such supporting evidence of compliance with this clause as may be reasonably required.

18 INSURANCE

18.1 Each Party shall during the term of this Agreement maintain in force an insurance policy or policies which cover(s) the following: a) Employers' Liability £2,000,000 (two million pounds) in any one occurrence; and b) Public/Products Liability £2,000,000 (two million pounds) in any one occurrence and in the aggregate.
18.2 Cisilion shall during the term of this Agreement maintain in force an insurance policy or policies which cover(s) Professional Indemnity £5,000,000 (five million pounds) in any one occurrence and in the aggregate.
18.3 Each Party shall supply evidence of such policy or policies to the other Party within 10 (ten) Working Days of a written request by the other Party.

19 GENERAL

19.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts.
19.2 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.
19.3 The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled under this Agreement, shall not constitute a waiver of this Agreement and shall not cause a diminution of the obligations established. A waiver of any Default shall not constitute a waiver of any subsequent Default. No waiver of any of the provisions of this Agreement or shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.
19.4 This Agreement is personal to each Party. Neither Party shall assign or novate or sub-contract any of its rights or obligations under this Agreement without obtaining the other's prior written consent, such consent not to be unreasonably withheld or delayed, except that Cisilion may assign this Agreement to a successor in title or interest without consent.
19.5 Notwithstanding any sub-contracting, the Client and Cisilion shall remain primarily responsible for the acts and omissions of its agents or sub-contractors as though such acts or omissions were its own.
19.6 Any notice given hereunder shall be by post. In the case of a notice to Cisilion, it shall also be copied to the Senior Legal Counsel at the address shown at the top of this Agreement.
19.7 Cisilion and the Client shall remain independent contractors and nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, will make any Party the agent or employee of the other nor will it create a partnership, joint venture or employment relationship between the Parties.
19.8 This Agreement supersedes all prior agreements, arrangements and understandings (and excludes any pre-Agreement communications of whatsoever nature) between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
19.9 In accordance with section 1(2)(a) of the Contracts (Rights of Third Parties) Act 1999, the Parties intend that no term of this Agreement may be enforced by a third party.
19.10 To be binding, any variation of this Agreement must be in writing and signed by or on behalf of each Party.