

General Terms of Business

tech | sapiens

1. DEFINITIONS

In these Terms of Business (the "Terms"), the following words and meanings shall have the meaning ascribed to them:

"**techsapiens**" means techsapiens limited (CRN: 09087759), a company registered in England and Wales, whose registered office is at 86-90 Paul St, London EC2A 4NE;

"**Agreement**" means the agreement made between techsapiens and the Customer comprising these Terms, the Quotation and/or Order Form, the Scope of Work, and any applicable Service Schedule;

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday in England) on which banks in London are open for business;

"**Commitment Term**" means the Initial Commitment Term together with any Renewal Term;

"**Customer**" means the person whose details are set out on the Quotation or Order Form; and where the Customer is a partnership references to "Customer" include all partners, each of whom is jointly and severally liable for performance of the Customer's obligations under the Agreement;

"**Delivery and Installation Date(s)**" means the estimated dates for the delivery and installation of the Equipment as set out in the Quotation;

"**Equipment**" means the items of equipment and accessories specified on the Quotation and any other items of equipment agreed between the parties from time to time;

"**Initial Commitment Term**" means the minimum contract term specified in the applicable Quotation, Order Form or Service Schedule;

"**Insolvency Event**" means, in respect of a party, that party becoming insolvent, entering administration or liquidation (whether voluntary or compulsory), ceasing to trade, having a receiver or administrator appointed over its assets, or otherwise being unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;

"**Maintenance Services**" means preventative maintenance, corrective maintenance, hardware maintenance, infrastructure maintenance and/or hardware support services, in each case as more particularly described in, and to the extent expressly included within, the applicable Quotation, Order Form or Service Schedule;

"**Order Form**" means an order form issued by techsapiens and signed or otherwise accepted by the Customer, confirming the Customer's order for specific Equipment & Services;

"**Price**" means the price for the supply and installation of the Equipment as set out in the Quotation;

"**Quotation**" means techsapiens' quotation attached to these Terms;

"**Renewal Term**" means any renewal term specified in the applicable Quotation, Order Form or Service Schedule, or, if none is specified, successive periods of twelve (12) months;

"**Scope of Work**" means the document entitled "Scope of Work" agreed in writing between the parties setting out the Customer's operational, installation and performance requirements for the Equipment;

"**Service Schedule**" means a document describing specific Equipment & Services, service levels, responsibilities, commercial terms, technical requirements, exclusions, service credits and other provisions applicable to a particular service;

"**Site**" means the address specified in the Quotation where Equipment is to be installed and maintained;

"**Software**" means software licensed by techsapiens to the Customer pursuant to the Agreement to enable the Customer to use the Equipment, excluding, for the avoidance of doubt, Third Party Software;

"**Third Party Software**" means the software described in the Quotation for which techsapiens will procure a licence for the Customer;

"**Working Hours**" means 9 a.m. to 5 p.m. Monday to Friday inclusive (excluding bank and public holidays in England).

2. INTERPRETATION

2.1 Each Quotation is valid for 30 days from the date of the Quotation, unless techsapiens withdraws the Quotation before that date or a different validity period is stated in the Quotation. A contract shall not exist and the Agreement shall not come into force until a valid Quotation or Order Form signed or otherwise accepted by the Customer has been received by techsapiens.

2.2 The Agreement shall govern the contract between techsapiens and the Customer for the supply of the Equipment & Services to the exclusion of any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order, specification or other document.

2.3 If any provision of these Terms, a Service Schedule, the Quotation, the Order Form or the Scope of Work is inconsistent, the order of precedence shall be, to the extent of the inconsistency only:

- (a) Scope of Work;
- (b) Service Schedule;
- (c) Quotation or Order Form; and
- (d) these Terms.

2.4 In these Terms, unless the context otherwise requires:

- (a) words importing the singular shall include the plural and vice versa, and words importing a gender include every gender;
- (b) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- (c) any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted;
- (d) references to any person related with another shall include corporations so related;
- (e) references to clauses, terms and conditions herein are to clauses of these Terms and references to these Terms includes any amendments, supplements and any and all other documents relating to these Terms as may be defined by the Terms from time to time; and
- (f) references to a time of day are to United Kingdom time.

2.5 The headings do not form part of these Terms and shall not be taken into account in its construction or interpretation.

3. PREAMBLE

- 3.1 These Terms, together with the Agreement and any applicable Service Schedule, govern the Customer's purchase and use of Equipment, Software, Software Licences and Services (the "Equipment & Services") from techsapiens.
- 3.2 The Equipment & Services are solely for the Customer's internal use. If the Customer wishes to resell techsapiens' Equipment & Services, alternative reseller terms of sale will apply.
- 3.3 These Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate (including under any purchase order, confirmation of Order, specification or any other document), or which are implied by trade, custom, practice or course of dealing.

The Quotation

- 3.4 In preparing any Quotation, techsapiens shall be entitled to ask the Customer for, and the Customer shall provide within 7 Business Days, such information as techsapiens may require in its absolute discretion.
- 3.5 It shall be a condition of any Quotation that the information provided by the Customer is correct, accurate, not misleading and a complete response to techsapiens' request(s) when provided and remains so for at least until the later of the date when the Quotation lapses or the relevant Equipment & Services are delivered.
- 3.6 The Customer shall indemnify techsapiens in full against all losses, costs, damages, claims, charges and/or expenses incurred by techsapiens as a result (whether directly or indirectly) of information provided by the Customer in accordance with Term 3.4 being or subsequently

becoming incorrect, inaccurate, misleading and/or incomplete, or of the Customer acting other than in accordance with such information.

The Order

- 3.7 The Order constitutes an offer by the Customer to purchase the Equipment and/or Services in accordance with these Terms. The Customer is solely responsible for ensuring that the terms of the Order are complete and accurate.
- 3.8 The Order shall only be deemed to be accepted when techsapiens confirms acceptance of the Order by formal acknowledgment or by processing the Order for delivery (whichever is earlier), at which point the Agreement shall come into existence.
- 3.9 techsapiens shall be entitled to either accept or reject the Customer's offer and shall for the avoidance of doubt be under no obligation to accept the Customer's offer, particularly where its supplier is unable or unwilling to supply the Equipment & Services to techsapiens for onward supply to the Customer.

Entire Agreement

- 3.10 The Agreement constitutes the entire agreement between techsapiens and the Customer. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of techsapiens which is not set out in the Agreement.

Waiver

- 3.11 In entering into the Agreement, the Customer acknowledges that it does not rely on, and irrevocably waives any claim it may have for damages for or right to rescind the Agreement for, any such representations which are not so confirmed (unless such representations were fraudulently made).
- 3.12 Any samples, drawings, descriptive matter or advertising produced by techsapiens and any descriptions or illustrations contained in techsapiens' catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment & Services described in them. They shall not form part of the Agreement or have any contractual force.
- 3.13 techsapiens reserves the right to vary any specification of the Equipment & Services and/or withdraw, modify or amend any Equipment & Services without prior notice. Any such variation, withdrawal or modification shall not affect any Order that has already been accepted by techsapiens, save that techsapiens reserves the right to make any changes in any specification of the Equipment which are required to conform with any applicable statutory requirements.

4. SCOPE OF AGREEMENT

- 4.1 In accordance with the Agreement, techsapiens will supply the Equipment, the Software, and Services including cloud services and hosting, consultancy and installation services, IT support

services, IT security services, monitoring and management services, and managed services, in each case as more particularly described in the relevant Quotation, Order Form, Scope of Work or Service Schedule.

- 4.2 The Customer will pay the Price and any other sums due to techsapiens in accordance with the terms of the Agreement, and will perform its obligations under the Agreement in a timely manner and co-operate with techsapiens to enable techsapiens to perform its obligations under the Agreement.

Payment

- 4.3 The Customer shall pay all invoices in accordance with the payment terms specified in the applicable Quotation, Order Form, Service Schedule or invoice.
- 4.4 techsapiens may charge interest on overdue sums at the rate of 4% above the Bank of England base rate and recover any reasonable costs incurred in recovering overdue amounts.

Service Schedules

- 4.5 Where a Service Schedule applies, it forms part of the Agreement and supplements these Terms.
- 4.6 In the event of conflict between these Terms and a Service Schedule, the Service Schedule shall prevail in respect of the relevant Equipment & Services only, as set out in Term 2.3.
- 4.7 Where no Service Schedule applies to particular Equipment & Services, including for the avoidance of doubt a standalone supply of Equipment under Term 6, these Terms alone shall govern that supply.

5. CUSTOMER RESPONSIBILITIES

Authority to Grant Access

- 5.1 The Customer represents and warrants that it has obtained permission for both the Customer and techsapiens to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing the Equipment & Services.
- 5.2 If the Customer does not already have that permission, it is the Customer's responsibility to obtain it, at the Customer's expense, before asking techsapiens to perform the relevant Equipment & Services.

Non-solicitation

- 5.3 The Customer will not, without techsapiens' prior written consent, for a period of twelve (12) months following termination of the Agreement, directly or indirectly solicit for employment any techsapiens employee with whom the Customer has come into contact in connection with techsapiens' performance of the Equipment & Services; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or

indirect solicitation hereunder, and the Customer is permitted to solicit for employment any employee who has been terminated or has resigned their employment with techsapiens for a period of 12 months prior to the commencement of employment discussions with the Customer.

Customer Cooperation

5.4 The Customer understands that without prompt and adequate cooperation, techsapiens will not be able to perform the Equipment & Services or, if performed, they may be materially altered or delayed. The Customer will promptly and reasonably provide techsapiens with all cooperation necessary for techsapiens to perform its obligations.

5.5 If the Customer does not provide reasonably adequate cooperation in accordance with Term 5.4, techsapiens will not be responsible for any failure to perform the Equipment & Services and the Customer will not be entitled to a refund.

On-site Obligations

5.6 The Customer shall provide safe access, suitable facilities, power, connectivity and reasonable working conditions required for delivery of the Equipment & Services.

Business Continuity & Backup

5.7 The Customer remains responsible for maintaining appropriate business continuity, disaster recovery and backup arrangements in respect of its data, software and systems, including completing a backup of all existing data, software and programs on all affected systems prior to and during the delivery of any Equipment & Services, unless such services are expressly included within a Service Schedule.

5.8 Where techsapiens provides backup, disaster recovery, cybersecurity, monitoring or related services, the scope of such services shall be as set out in the applicable Service Schedule. Except to the extent expressly agreed in a Service Schedule, techsapiens shall not be responsible for the restoration or reinstallation of any programs or data.

Third Party Warranties

5.9 The Equipment & Services may require techsapiens to access hardware or software that is not manufactured by techsapiens. Some manufacturers' warranties may become void if techsapiens or anyone other than the manufacturer works on the hardware or software. The Customer will ensure that techsapiens' performance of the Equipment & Services will not affect such warranties or, if it does, that the effect will be acceptable to the Customer, and techsapiens does not take responsibility for any such effect.

Third Party Licensing

5.10 The Customer is responsible for ensuring that it holds all licences, permissions and consents required for its use of any third-party software, cloud services or hosted platforms, unless such licences are expressly supplied by techsapiens under the Agreement.

Service Hours

- 5.11 Subject to local law relating to weekly work hours, the Equipment & Services will be performed during Working Hours unless otherwise set out in a Service Schedule or agreed in advance in writing.

6. SUPPLY OF EQUIPMENT

- 6.1 The price for the supply and installation of the Equipment shall be as set out in the Quotation and, unless stated otherwise, techsapiens may invoice the Customer any time after completion of installation, payable within seven (7) days of the date of techsapiens' invoice.
- 6.2 techsapiens may, in its sole discretion, split the Agreement into separate contracts for the supply and the installation of the Equipment, invoiced separately, or require payment(s) on account of its eventual charges at any time after receipt of the Customer's signed Quotation or Order Form; any amount on account exceeding techsapiens' total eventual charges shall be returned to the Customer as soon as reasonably practicable.
- 6.3 The Customer warrants that the Scope of Work contains all the Customer's requirements in relation to the Equipment and is responsible for ensuring the Quotation and Scope of Work are complete and accurate.
- 6.4 The Equipment will be as described in the Quotation. Drawings, descriptive matter, specifications and advertising issued by techsapiens are for the sole purpose of giving an approximate idea of the equipment described and shall not form part of the Agreement.
- 6.5 If the Equipment is delivered prior to installation, it will be at the Customer's risk from delivery until installation commences, during which period the Customer shall insure it; risk thereafter passes to the Customer on installation.
- 6.6 Ownership of the Equipment will not pass to the Customer until techsapiens has received in full, in cash or cleared funds, all sums payable in respect of the supply and installation of the Equipment and any other sums payable by the Customer to techsapiens on any account.
- 6.7 Until ownership has passed, the Customer shall hold the Equipment on a fiduciary basis as techsapiens' bailee, keep it separate and identifiable as techsapiens' property, not deface any identifying mark, and keep it in satisfactory condition insured for its full price, holding insurance proceeds on trust for techsapiens.
- 6.8 If, before ownership passes, the Customer suffers an Insolvency Event, encumbers or charges the Equipment, fails to observe its obligations, or ceases to trade, the Customer's right to possession shall terminate immediately, all sums shall become due and payable, and techsapiens may rescind or terminate the relevant order, suspend further deliveries, and enter premises (an irrevocable licence being granted for this purpose) to inspect or recover the Equipment. On termination of the Agreement, howsoever caused, techsapiens' (but not the Customer's) rights under this Term 6 shall remain in effect.

7. DELIVERY

- 7.1 techsapiens shall deliver the Equipment to the location stipulated in the Order, or such other location as the parties may agree, within a reasonable period following receipt of the Order or such other period as agreed in writing. Any dates quoted for delivery are approximate only, and time of delivery is not of the essence.
- 7.2 Delivery shall be completed on the Equipment's arrival at the delivery location or, where the Customer collects, on completion of loading at techsapiens' premises.
- 7.3 If techsapiens is unable to deliver the Equipment for reasons beyond its reasonable control, it shall be entitled to terminate the Agreement without liability for such termination.
- 7.4 If the Customer fails to take or accept delivery (other than due to force majeure or techsapiens' failure to comply with its obligations), delivery shall be deemed completed, risk shall pass to the Customer, and techsapiens may store the Equipment at the Customer's cost and expense.
- 7.5 The Equipment may be delivered in instalments, each constituting a separate Agreement; failure to deliver, or a claim in respect of, any instalment shall not entitle the Customer to treat the Agreement as a whole as repudiated.
- 7.6 The Customer shall examine the Equipment promptly upon delivery and notify techsapiens of any non-delivery, shortage, or damage within seven (7) days. techsapiens' liability for non-delivery, shortage or damage in transit shall be limited to replacing the affected Equipment within a reasonable time or issuing a pro rata credit note.

8. RETURNS

- 8.1 Equipment may only be returned with prior written approval from techsapiens.
- 8.2 Returned Equipment may be subject to manufacturer restocking charges, collection costs, handling fees and any other reasonable costs incurred by techsapiens.
- 8.3 Special-order items, customised equipment, software licences, subscriptions and non-returnable products may not be returned except where defective or otherwise required by law.
- 8.4 Risk in returned Equipment shall remain with the Customer until received by techsapiens.

9. SUPPLY OF SERVICES

- 9.1 The Customer may raise an Order for Services that it wishes techsapiens to provide. techsapiens shall notify the Customer of the planned commencement date as soon as reasonably possible following acceptance of the Order, and the Customer shall not delay the agreed delivery date save as otherwise agreed in writing.
- 9.2 In preparation for the Services, the Customer shall, at its cost, prepare the Customer site and co-operate with techsapiens in accordance with its instructions and timescales, and provide an

adequate environment and space for safe operation of the Services. techsapiens shall be entitled to charge the Customer for costs incurred as a result of the Customer's failure to do so.

9.3 techsapiens shall provide the Services using reasonable care and skill, and shall have the right to make changes to the Services necessary to comply with applicable law or safety requirements, or which do not materially affect their nature or quality, notifying the Customer accordingly.

9.4 The Customer permits techsapiens access to the Customer site to carry out the Services at agreed times, such access not to be unreasonably withheld or delayed.

9.5 Where Services include configuration, the Customer is solely responsible for the accuracy of its Order, the specification and configuration of components, and for ensuring the configured Equipment is fit for purpose and compatible and inter-operable with any hardware, software and middleware with which it is intended to operate.

10. SOFTWARE & THIRD PARTY LICENSING

10.1 techsapiens grants the Customer a non-exclusive, non-transferable licence to use the Software in connection with the Equipment at the Site for the duration of the Agreement.

10.2 The licence shall commence when installation has been successfully completed and the Customer has paid the applicable Price, and shall terminate automatically on termination or expiry of the Agreement, or may be terminated earlier by techsapiens in accordance with Term 10.7.

10.3 No licence is granted other than as expressly stated within the Agreement or applicable third-party licensing terms. The Customer shall have no rights in the Software or in any trade mark, trade name, or service mark used in association with it.

10.4 The Customer shall not copy, reproduce, assign or otherwise deal with the Software without techsapiens' prior written approval, nor modify, de-compile, disassemble, reverse engineer, merge or combine it with other software, except as expressly permitted by applicable law.

10.5 techsapiens will indemnify the Customer against any claim that use or possession of the Software (excluding Third Party Software), as authorised by the Agreement, infringes the intellectual property rights of any third party, provided techsapiens is given immediate and complete control of the claim, the Customer does not prejudice its defence, and the claim does not arise from use of the Software combined with equipment or software not supplied or approved by techsapiens. This states techsapiens' entire liability in respect of third party intellectual property infringement.

10.6 techsapiens shall have the right to replace or change the Software to avoid infringement, or to terminate the Agreement and refund an appropriate portion of the Price paid.

- 10.7 techsapiens shall be entitled to terminate the Customer's licence to use the Software immediately by notice in writing if the Customer attempts to transfer or assign the licence, is in breach of any other provision of the Agreement, or suffers an Insolvency Event.
- 10.8 techsapiens shall provide Third Party Software under the standard licence terms of the relevant third party, copies of which shall be provided to the Customer. The Customer agrees to comply with such licence terms and to indemnify techsapiens against any loss arising from the Customer's breach of them; techsapiens may treat such a breach as a breach of the Agreement.

11. MAINTENANCE & HARDWARE SUPPORT FRAMEWORK

- 11.1 Maintenance Services, Preventative Maintenance Services, Hardware Maintenance Services, Infrastructure Maintenance Services and Hardware Support Services shall only apply where expressly included within a Quotation, Order Form or Service Schedule.
- 11.2 The scope, exclusions, response targets, service levels, maintenance schedules, commercial terms and any service credits applicable to such services shall be set out in the relevant Service Schedule.
- 11.3 Unless expressly stated otherwise in a Service Schedule, techsapiens shall have no obligation to provide preventative maintenance, corrective maintenance, repair services, replacement parts, replacement equipment or infrastructure support services.

12. SUSPENSION

- 12.1 Without prejudice to any other right or remedy available to it, techsapiens may suspend any Equipment & Services where:
- (a) any undisputed overdue invoice remains unpaid for more than fourteen (14) days following written notice;
 - (b) continued provision of the Equipment & Services would expose techsapiens, its personnel, suppliers or customers to material security, legal or regulatory risk; or
 - (c) the Customer commits a material breach of the Agreement and fails to remedy that breach following reasonable notice.
- 12.2 Any suspension shall not relieve the Customer of its obligation to pay charges due under the Agreement.
- 12.3 techsapiens shall use reasonable endeavours to provide advance notice before exercising any right of suspension where reasonably practicable.

13. TERMINATION

- 13.1 The Agreement shall commence on the date set out in the Quotation, Order Form or Service Schedule and shall continue for the Initial Commitment Term. Unless terminated in accordance with this Term, the Agreement shall automatically renew for successive Renewal Terms.
- 13.2 Either party may terminate the Agreement by giving not less than ninety (90) days' written notice, provided such notice does not expire before the end of the then-current Commitment Term.
- 13.3 Either party may terminate the Agreement immediately by written notice if:
- (a) the other party commits a material breach which is incapable of remedy;
 - (b) the other party commits a material breach which is capable of remedy and fails to remedy that breach within thirty (30) days of receiving written notice requiring it to do so; or
 - (c) the other party suffers an Insolvency Event.
- 13.4 Where the Customer terminates the Agreement other than in accordance with this Term before expiry of the applicable Commitment Term, the Customer shall remain liable for all recurring charges, committed costs and non-cancellable third-party commitments that would otherwise have fallen due during the remainder of the Commitment Term, including any non-cancellable third-party subscriptions, licences, cloud services, hardware commitments or supplier charges.
- 13.5 Following notice of termination, techsapiens shall provide reasonable assistance to support an orderly transition of the Equipment & Services to the Customer or an alternative supplier.
- 13.6 Transition assistance shall be provided on a time and materials basis at techsapiens' prevailing rates unless otherwise agreed in writing.
- 13.7 techsapiens shall have no obligation to provide transition assistance beyond thirty (30) days following termination unless otherwise agreed in writing.

14. INTELLECTUAL PROPERTY

- 14.1 Each party retains ownership of its intellectual property rights existing before the start of the Agreement.
- 14.2 techsapiens shall own all intellectual property rights in any tools, methodologies, know-how, templates and generic work product it creates or uses in the course of providing the Equipment & Services.
- 14.3 The Customer shall own all intellectual property rights in its own data, content and materials, and in any deliverables created specifically for the Customer under the Agreement to the extent identified as such in the Quotation, Scope of Work or Service Schedule.

15. CONFIDENTIALITY

- 15.1 Each party (the "Receiving Party") shall keep confidential all information of a confidential nature disclosed to it by the other party (the "Disclosing Party") in connection with the Agreement, and shall not use or disclose such information except as necessary to perform its obligations under the Agreement or as required by law.
- 15.2 This Term shall not apply to information that: (a) is or becomes publicly available other than through breach of this Term; (b) was already lawfully known to the Receiving Party before disclosure; or (c) is required to be disclosed by law or a competent authority, provided the Receiving Party notifies the Disclosing Party before disclosure where reasonably practicable.
- 15.3 This Term shall survive termination of the Agreement.

16. MARKETING & PUBLICITY

- 16.1 techsapiens may refer to the Customer's name and logo on its website, marketing materials, proposals, tender responses and social media channels for the purpose of identifying the Customer as a client of techsapiens, unless the Customer notifies techsapiens in writing that it does not wish to be referred to in this way.
- 16.2 techsapiens may prepare and publish case studies describing the Equipment & Services provided to the Customer, provided that the Customer is not identified or reasonably identifiable, whether by name, logo or other distinguishing detail. Any case study that identifies the Customer shall be subject to Clause 16.3.
- 16.3 Any testimonial, case study or other marketing content that directly attributes statements, outcomes or opinions to the Customer, or otherwise identifies the Customer as the subject of a case study, shall require the Customer's prior written consent before publication.
- 16.4 The Customer may withdraw any consent given under Clause 16.3 by written notice, and techsapiens shall cease using the relevant testimonial, attributed statement or case study within a reasonable period following such notice. For the avoidance of doubt, withdrawal of consent shall not affect techsapiens' right to identify the Customer as a client in accordance with Clause 16.1.
- 16.5 techsapiens shall not disclose the Customer's Confidential Information when exercising its rights under this Term without the Customer's prior written consent.
- 16.6 Nothing in this Term grants the Customer any right to use techsapiens' name, logo, trademarks or branding without techsapiens' prior written consent.

17. DATA PROTECTION

- 17.1 Each party shall comply with its obligations under the UK GDPR, the Data Protection Act 2018, and all other applicable data protection legislation in the performance of the Agreement.

- 17.2 Where techsapiens processes personal data on behalf of the Customer in the course of providing the Equipment & Services, the parties shall enter into a data processing agreement, incorporated by reference into the Agreement, setting out the scope, nature and purpose of such processing, its duration, and the types of personal data and categories of data subject concerned.
- 17.3 Each party shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

18. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the affected party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

19. LIMITATION OF LIABILITY

- 19.1 Except in respect of: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) liability which cannot legally be excluded or limited, techsapiens' total aggregate liability arising out of or in connection with the Agreement shall not exceed the total fees paid by the Customer during the twelve (12) months preceding the event giving rise to the claim.
- 19.2 techsapiens shall not be liable for any indirect, special, incidental, punitive or consequential loss or damage including, but not limited to:
- (a) loss of profits;
 - (b) loss of revenue;
 - (c) loss of business;
 - (d) loss of contracts;
 - (e) loss of anticipated savings;
 - (f) loss of goodwill;
 - (g) loss of opportunity;
 - (h) business interruption;
 - (i) loss, corruption or unavailability of data; or
 - (j) management or staff time.
- 19.3 The Customer acknowledges that no network, system, software platform, cloud service or security control can be guaranteed to be secure or free from vulnerabilities. Provided that techsapiens has exercised reasonable skill, care and diligence in providing the Equipment & Services, techsapiens shall not be liable for losses arising from cyber attacks, ransomware,

malware, phishing attacks, denial-of-service attacks, unauthorised access, exploitation of previously unknown vulnerabilities, or failures or outages of third-party software vendors, cloud providers, telecommunications providers or infrastructure providers, except to the extent directly caused by techsapiens' negligence, wilful misconduct or material breach of the Agreement.

- 19.4 The limitations in this Term apply regardless of whether the relevant loss was foreseeable, or techsapiens was made aware of the possibility of such loss, and shall survive termination of the Agreement. Nothing in these Terms shall exclude or limit techsapiens' liability for death or personal injury resulting from its negligence or that of its employees, agents or sub-contractors.

20. INDEPENDENT CONTRACTORS

- 20.1 techsapiens and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed in writing by both parties.
- 20.2 techsapiens may, in addition to its own employees, engage sub-contractors to provide all or part of the Equipment & Services, and such engagement shall not relieve techsapiens of its obligations under the Agreement.

21. ASSIGNMENT

- 21.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under the Agreement without the prior written consent of techsapiens.
- 21.2 techsapiens may assign the Agreement to any group company, successor business or purchaser of substantially all of its business assets.

22. VARIATIONS

- 22.1 techsapiens may amend these Terms from time to time.
- 22.2 Where a change materially affects the Equipment & Services provided to the Customer or the Customer's rights or obligations under the Agreement, techsapiens shall provide reasonable notice of the change.
- 22.3 Any updated Terms shall apply from the date specified in the notice or, if no date is specified, from the date on which the updated Terms are published or otherwise made available to the Customer.
- 22.4 No variation shall affect any accepted Order unless agreed in writing by both parties or required by law.
- 22.5 Any change shall not materially reduce the scope of Equipment & Services already purchased during an active Commitment Term without the Customer's agreement.

23. SEVERABILITY

If any of these Terms are held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of these Terms shall continue in full force and effect as if these Terms had been agreed with the invalid, illegal or unenforceable provision eliminated.

24. NOTICES

- 24.1 Any notice given under the Agreement shall be in writing and delivered by hand, sent by pre-paid first-class post, or sent by email, in each case to the recipient's registered office (in the case of techsapiens) or the address or email address set out in the Quotation or Order Form (in the case of the Customer), or such other address as either party may notify to the other in accordance with this Term.
- 24.2 A notice shall be deemed received: if delivered by hand, at the time of delivery; if sent by pre-paid first-class post, on the second Business Day after posting; if sent by email, at the time of transmission, provided that no delivery failure notification is received by the sender within 24 hours.

25. NO WAIVER

No failure or delay on the part of techsapiens and/or its agents and/or its licensors in exercising any power, right or remedy under the Terms shall operate as a waiver of such power, right or remedy, nor shall any single or partial exercise of any power, right or remedy preclude the further or other exercise thereof, or the exercise of any other power, right or remedy which it may have.

26. THIRD PARTIES

- 26.1 A person or entity who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part or whole of these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.
- 26.2 For the avoidance of doubt, nothing in this paragraph shall affect the rights of any permitted assignee or transferee of these Terms.

27. GOVERNING LAW & JURISDICTION

- 27.1 These Terms are governed by and shall be construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms, the Agreement, or their subject matter or formation.

27.2 These Terms may be translated into other languages but, in the event of any inconsistency or uncertainty arising from such translation, this English version shall prevail over any other version.