

Terms and Conditions

1. Definitions

Agreement means in relation to a particular Service these Standard Terms and Conditions, any relevant Product Rider, and the relevant Service Contract;

Applicable Anti-Bribery Law means any bribery or fraud or other similar corruption law of any relevant country, including the Bribery Act;

Associated Person means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors;

Bribery Act means the Isle of Man Bribery Act 2013 (as amended from time to time);

Charges mean all charges due to the Company by You as set out on the Service Contract or otherwise due to the Company in accordance with the Agreement;

Company means Manx Technology Group Limited

Company Website means www.mtg.im or such other address as is notified to You from time to time. For the purposes of the Agreement any website or webpage referred to or accessed via a link from the Company Website shall be deemed incorporated into the Company Website;

Customer means You;

Customer Equipment means any Equipment, and any software embodied therein (including without limitation Purchased Equipment, cabling, wiring, personal computers, network interface cards and network interface adapters) not forming part of (but which may be connected to) the Equipment and used by You in conjunction with any Equipment in order to obtain or use the Service;

Customer Premises means **Site**

Equipment means any equipment that the Company from time to time supplies to You (whether or not any Charges are made for such supply) in connection with the provision of the Service;

Group means the corporate group comprising the Company and each of its holding companies or subsidiaries from time to time and any subsidiary of any such holding company;

IPRs means any intellectual property rights of any nature including without limit any and all inventions, patents, utility models, design rights, copyright, database rights, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;

Law means any law, statute or regulation, guideline, or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time-to-time subject;

Licence Fee means the fees identified as such in the Service Contract;

Malicious Software means computer viruses, malware, greyware or other forms of software or computer code that brings harm to computer, networks or IT systems. Malicious software includes but is not limited to worms, viruses, trojans, spyware, adware, rootkits, backdoors and software that can damage, steal, corrupt or encrypt data. It also includes software that attempts to add additional software not approved by the user. Malicious Software may also include Zero-day vulnerabilities or attacks.

Minimum Period means thirty-six months from the Service Commencement Date (or where installation of the Service is phased, means thirty six months from the Service Commencement Date of the last installed element of the Service), or such period (calculated from the relevant Service Commencement Date as above) as stated on the Service Contract;

Party means each of the Company and You;

Password means a password, code, PIN number or other security device issued to You by the Company;

Payment Terms are 30 days from the date of the invoice unless otherwise stated on the invoice.

Product Rider means any additional Terms and Conditions relating to a particular Service;

Purchased Equipment means any equipment explicitly sold to You by the Company in connection with the provision of the Service;

Renewal Term means a period equal to that of the Minimum Period or as set out in the Service Contract;

Service(s) means the service(s) defined in the relevant Service Contract and additionally set out in any Product Rider;

Service Commencement Date means the date the relevant Service is available for use by You;

Service Contract means the Service Contract, which may be in a form provided by the Company or any additional order information agreed by the Parties in writing (including e-mail), accepted by the Company to order the Service subject to the Agreement;

Services Charges means the fees identified as such in the Service Contract;

Set-up Charges means the fees identified as such in the Service Contract;

Signed means the Agreement being physically signed by both Parties, electronically signed by both Parties, the point at which the Company explicitly accepts an order in writing (including by e-mail), or the point at which the Company begins to fulfil any such Order (whichever is the earlier).

Site means the site at which any Equipment and/or Purchased Equipment shall be located or to which the Service shall be provided;

Software means any software supplied to You by the Company in connection with or to enable You to use the Service;

Survey means any survey or other investigations carried out by or on behalf of the Company that it deems necessary prior to the installation of Equipment, Purchased Equipment and/or the provision of the Service;

User Documentation means such brochures, pamphlets, codes of practice and other documents, materials or information, if any, in relation to the Service and/or any Software as the Company may publish from time to time;

User Licence means the licence which grants the end user the right to use the software application in question and exists between the Company or the Company's manufacturer and the end user of the software application;

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You/Your means the customer with whom the Company makes the Agreement as set out in the Service Contract, or where appropriate, any person representing You if it appears to the Company that such person acts with Your authority or permission;

Zero-Day means a new unpatched vulnerability which is used to perform an attack or infect You with Malicious Software. Zero-Day means no patch or fix exists to mitigate the vulnerability being exploited, or in some cases being able to detect the Zero-Day attack;

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1.1. References in this Agreement:

- 1.1.1. To a statutory provision will be interpreted as a reference to such a provision as amended or re-enacted from time to time;
- 1.1.2. To a “person” includes any company, firm, corporate body, corporation, person, partnership or organisation
- 1.1.3. To a Party includes its respective successors and permitted assigns and their respective employees and agents; and
- 1.1.4. To any word in the singular include the plural and vice versa

1.2. References in these Terms and Conditions to clauses are unless otherwise stated to clauses in these Terms and Conditions

1.3. Headings are for convenience only and do not affect the interpretation of this Agreement.

1.4. Where in the Agreement You agree not to do any act or thing You also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing. Where in the Agreement You specifically acknowledge any provision or statement, You are deemed to agree to such provision or statement.

1.5. A reference to a third person or third party is a reference to a person who is not a Party.

1.6. The words ‘include’, ‘including’, ‘for example’ or ‘such as’ are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.7. In the event of any conflict, ambiguity or inconsistency between these Standard Terms and Conditions, the Service Contract, the Product Rider and any other document referred or attached, the following order of precedence shall apply:

- 1.7.1. Clause 7.10 of the Standard Terms and Conditions
- 1.7.2. The Service Contract
- 1.7.3. The Product Rider
- 1.7.4. The Standard Terms and Conditions other than Clause 7.10
- 1.7.5. Any other document referred to or attached

2. Ordering services

2.1. To order Services and/or Equipment You must complete and submit the relevant Service Contract

2.2. A binding contract shall arise when the Company accepts the relevant Service Contract and the Service Contract is then Signed by both Parties.

3. Equipment, Installation, Upgrades and Insurance

3.1. You shall advise the Company of all health and safety at work rules operated at Your Site and You shall be responsible for identifying and removing any hazardous materials on Your Site before installation work commences.

3.2. Unless otherwise agreed in writing You must provide a secure electricity supply at Your Site for the installation, operation and maintenance of the Equipment and/or Purchased Equipment. Back-up power with sufficient capacity to conform to the stand-by requirements of the relevant British standards is needed if the Service, including the provision of access to emergency services, is required to continue uninterrupted in the event of a failure in the principal power supply. You must provide a suitable operating environment that complies with the manufacturer’s guidelines, including guidelines relating to air conditioning and humidity control.

3.3. The Company shall use its reasonable endeavours to comply with Your reasonable requests in respect of the location, installation and connection of the Equipment and/or Purchased Equipment.

3.4. You are responsible for ensuring at all times the safe keeping and proper use of the Equipment at the Site. Subject to Clauses 12.1 and 12.3 and except where such loss or damage is solely attributable to the negligent act of the Company, its employees, sub-contractors or agents, You must on demand indemnify and hold harmless the Company from and against any and all losses, demands, claims, damages (including but not limited to lightning or electrical damage), costs, expenses and liabilities arising from Your breach of this Clause.

3.5. Unless explicitly sold to You the Equipment shall remain the exclusive property of the Company or its nominee and shall be returned to the Company immediately upon request in the same condition as it was initially provided excepting reasonable wear and tear. You agree to make such ownership of the Equipment clear to all third parties. The Company may modify, substitute, renew or add to the Equipment from time to time at its sole discretion provided that such modifications, substitutions, renewals or additions shall not materially and adversely affect the Service. Risk in and liability for Equipment and Purchased Equipment shall pass to You on delivery of the Equipment and Purchased Equipment.

3.6. Where the Equipment remains the property of the Company;

3.6.1. You must effect and maintain suitable insurance in respect of relevant risks for the Equipment at the Site.

3.6.2. You must immediately notify the Company of any loss or damage to the Equipment or if the Software or functionality of the Service is compromised.

3.6.3. You may by not less than 30 days’ written notice request the Company to re-locate the Equipment and/or Purchased Equipment. The Company shall use all reasonable endeavours to comply with such request. You must pay reasonable Charges for any such re-location. At its discretion the Company may require payment of such re-location Charges and any other outstanding Charges prior to commencing any works.

3.6.4. You may request an upgrade to the Equipment or Service. Subject to availability the Company shall use reasonable endeavours to comply with such request. You must pay the Company’s Charges for any upgrade. At its discretion the Company may require payment of such upgrade Charges and any other outstanding Charges prior to the provision of any upgraded Equipment or Service. The provision of all upgraded Equipment and Services is subject to the terms of the Agreement. For the avoidance of doubt any upgrade in the Equipment and/or Service may result in an increase in the Charges for which You shall not be entitled to terminate the Agreement

3.7. Title to the Purchased Equipment shall pass to You on payment in full (in cash or cleared funds) to the Company for:

- 3.7.1. the Purchased Equipment and Software; and
- 3.7.2. any other Equipment and Services that the Company has supplied to You in respect of which payment has become due.

3.8. Until title to the Purchased Equipment has passed to You, You shall:

- 3.8.1. hold the Purchased Equipment on a fiduciary basis as the Company’s bailee;
- 3.8.2. store the Purchased Equipment separately from all other goods held by You so that they remain readily identifiable as the Company’s property;
- 3.8.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Purchased Equipment;

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3.8.4. maintain the Purchased Equipment in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

3.8.5. notify the Company immediately if You become insolvent;

3.9. If before title to the Purchased Equipment passes to You, You become insolvent, or the Company reasonably believes that any such event is about to happen and notifies You accordingly, then, provided that the Purchased Equipment has not been resold, or irrevocably incorporated into another product, without limiting any other right or remedy the Company may have, the Company may at any time require You to deliver up the Purchased Equipment and, if You fails to do so promptly, enter any premises of Yours or of any third party in order to recover them.

3.10. The Company warrants that the Equipment and Purchased Equipment supplied by the Company under this Agreement shall: be of satisfactory quality (within the meaning of the Sale of Goods Act 1996, as amended) and comply with all applicable statutory and regulatory requirements.

3.11. Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from this agreement.

3.12. You do not have any right to return Equipment and/or Software solely from change of mind.

3.13. Equipment and/or Software that is supplied in accordance with the contract cannot be returned unless the You obtain from the Company a returns authorisation number. Each return authorisation number will remain valid for 14 days from issue. The Company will not accept any equipment or Software returned outside the 14-day period. Returns shall be sent to the Company's premises at the Your risk and expense. The Company reserves the right to refuse to accept such returns if they are not returned in their original packaging in a clean, unused, undamaged and resaleable condition.

4. Acceptance and defective products

4.1. You may reject any Equipment or Purchased Equipment delivered to You that does not comply with Clause 3.10, provided that notice of rejection is given to the Company containing an explanation as to the reason why the Equipment or Purchased Equipment are considered defective:

4.1.1. in the case of a defect that is apparent on visual inspection, within 3 days of delivery; and

4.1.2. in the case of a latent defect, within a reasonable time of the defect becoming apparent.

4.2. If You fail to give notice of rejection in accordance with Clause 4.1 or reasonable assistance in accordance with Clause 4.4, You shall be deemed to have accepted such Equipment or Purchased Equipment.

4.3. On receipt of a rejection notice in accordance with Clause 4.1, You acknowledge that the Company will liaise with the original manufacturer of the Equipment or Purchased Equipment as to its quality. The manufacturer will carry out an investigation in relation to the quality of the Equipment or Purchased Equipment. Following such investigation, the Company shall either:

4.3.1. where the manufacturer determines there to be a fault, repair or replace the rejected Equipment or Purchased Equipment or repay the price of the rejected Equipment or Purchased Equipment to You; or

4.3.2. where the manufacturer deems that there is no fault, return the Equipment or Purchased Equipment to You.

4.4. You shall provide the Company and any manufacturer of the Equipment or Purchased Equipment with reasonable assistance within 5 days' of the Company's request for such assistance in order to assist the manufacturer with the investigation described in Clause 4.3.

4.5. Once the Company has carried out its actions in accordance with Clause 4.3, it shall have no further liability to You in respect of the Equipment or Purchased Equipment.

4.6. You are responsible for reviewing the specification and capabilities of the Equipment or Purchased equipment to ensure it meets the needs of Your business.

4.7. Where the Equipment is a consumable, has a finite lifespan or is factory calibrated then the Equipment is not subject to Clause 4.1.2.

5. Customer equipment

5.1. At Your request the Company may agree, subject to payment of its applicable Charges and satisfactory Survey, to the use of cabling and wiring already installed at the Site for the provision of the Service. Where You make such request You warrant that You have full title to such cabling and/or wiring and that such cabling and/or wiring and their installation meet all applicable standards and any specifications notified to You by the Company. You will provide such written confirmation and/or information in relation to such cabling and/or wiring as the Company reasonably requires.

5.2. Subject to Clauses 12.1 and 12.3 the Company shall have no liability for any loss or damage arising directly or indirectly from use of the Customer Equipment, whether or not the Company shall have recommended the use and/or performance of such Customer Equipment.

5.3. You are entirely responsible for the security of access to Your computer systems, the integrity of information stored thereon and its security from corruption, change and abuse by others.

5.4. Prior to installation of the Equipment and/or Purchased Equipment You must take all necessary steps to back up and secure Your information and data. You must comply with all reasonable instructions notified to You relating to the preparation of Customer Equipment and/or the Site. Subject to Clauses 12.1 and 12.3, the Company shall have no liability for any damage arising from Your failure to carry out such preparations.

5.5. Subject to Clause 5.4 and where the Company is responsible for your existing IT and backups (under a separate Agreement) then the Company will resolve to undertake backups as per Clause 5.4 prior to any migration.

5.6. Save as stated in the Agreement or as otherwise agreed in writing the Company is not responsible for the repair and maintenance of Customer Equipment.

5.7. You must ensure that all Customer Equipment is in good working order and complies with applicable standards, approvals and any relevant Law. The Company may require You to disconnect (in which case You must do so promptly) or may itself disconnect any Customer Equipment if in the Company's reasonable opinion:

- I. it does not conform to applicable standards, approvals or any relevant Law for the time being in force; or
- II. it may cause injury to any person or material damage to property; or
- III. it may materially impair the quality of any service provided by the Company.

5.8. Subject to Clauses 12.1 and 12.3, the Company has no liability where any inability to use the Service is due to incompatibility between Customer Equipment and the Equipment or Service, or for any breakdown or failure in Customer Equipment.

6. Access to site

6.1. You warrant that You or Your customer (as appropriate) are the current and lawful occupier of the Site.

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6.2. Any person in apparent authority at the Site who grants entry shall be deemed to have Your authority to grant such entry.

6.3. Where the Site is under Your sole control You shall if requested by the Company enter into a Site wayleave. Where You do not enter into the Site wayleave:

- 6.3.1.** You grant the Company and its employees, agents or contractors the right:
- upon reasonable prior notice to You (except in an emergency when no notice shall be required) to execute any works on the Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment and, where necessary for the provision of the Service and/or the Purchased Equipment;
 - to keep and operate the Equipment on the Site;
 - to enter the Site to inspect any Equipment kept on the Site;
- 6.3.2.** You shall provide a safe and suitable working environment for the Company's employees, agents or contractors at the Site.

6.4. Where the Site is not under Your sole control You shall use all reasonable endeavours to ensure that the Site Occupier enters into the applicable Site wayleave.

7. Charges, payment and interest

7.1. You shall pay the Company the Charges in respect of each item of Service and Equipment

7.2. The Payment Terms for the Services are described below and further detailed in the Service Contract for Services:

- 7.2.1.** Additional Service Charges - The Company charges for additional services, including professional services and labour, and are either by quotation or at a daily rate plus reasonable expenses. Any materials used will be charged appropriately. Additional Service Charges shall be invoiced upon completion of the particular services or monthly at the discretion of the Company.

7.3. Equipment Fee - For Purchased Equipment, if stated on the Service Contract, You are required to pay a deposit and You will be required to pay the balance on receipt of the installation invoice.

7.4. The Company may invoice, at any time, any Services omitted from a previous invoice.

7.5. The fees, charges and prices payable are exclusive of Value Added Tax and any other applicable taxes which shall be paid by You at the rate and in the manner for the time being prescribed by law.

7.6. Payment is subject to the Company's Payment Terms.

7.7. If the payment which is properly due is not made as per the Company's Payment Terms, the Company may suspend or cancel the Services and charge interest on all sums outstanding at a rate of 4% above the base rate of Isle of Man Bank Limited. The interest rate used will be that in force on the due date and will be applied from the due date to the date of actual payment.

7.8. It is Your responsibility to check the invoice for accuracy and notify the Company promptly of any dispute. Any claims for a credit or refund must be notified to the Company within 30 days of receipt of invoice otherwise the invoice will be deemed accepted.

7.9. You shall pay all amounts due in full without any deduction or withholding other than as required by law and shall not be entitled to assert any credit, set-off or counterclaim against the Company to justify withholding any payment of any such amount in whole or in part.

7.10. You will be liable for all Charges for the Services from the date of the Service Commencement Date. Any fraud or other improper use of the Service(s) committed by any third party shall not relieve You of Your payment obligations to the Company under this agreement.

7.11. Any extension or credit allowed to You may be changed or withdrawn at any time without notice

8. Service and location

8.1. The Company shall provide the Service at the Location(s) in accordance with the Agreement.

8.2. You must promptly supply the Company with all information and materials reasonably required by the Company to supply the Service.

8.3. The Company shall use the reasonable skill and care of a competent IT Company in providing the Service. However You accept that it is technically impracticable to provide the Service entirely free of faults and the Company does not undertake to do so.

8.4. The Company shall use reasonable endeavours to meet such general service levels in relation to a particular Service as the Company publishes from time to time. However, save as expressly

stated in such published service levels, the Company shall have no liability for any failure to meet any such service levels.

9. Specifications and information

9.1. Unless expressly agreed in writing by the Company all descriptions, drawings, designs, specifications and particulars of weight and dimensions submitted by the Company are approximate only and the Company shall have no liability in respect of any deviation therefrom. The Company accepts no responsibility for any errors omissions or any other defects in any descriptions, drawings designs or specifications not prepared by the Company and the Company shall be indemnified by You against any and all liabilities and expenses incurred by the Company arising therefrom.

9.2. All drawings, designs, specifications, manuals, software, listings, object code or source code and information imparted by the Company are confidential and shall not be disclosed to any third party without the Company's prior written consent.

10. Intellectual property rights and technology

10.1. You shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Equipment or Software, or any documents, drawings and/or specifications relating thereto supplied by the Company to You in connection with the Products, unless otherwise expressly agreed by the Company in writing. If You in any way acquire any such rights then You shall immediately inform the Company and shall forthwith take such steps as may be required by the Company to assign such rights or vest such title in the Company.

10.2. The Company shall have the right to apply any trademarks, trade names and/or service marks to the Equipment or Software. Unless otherwise agreed, You acknowledge that no rights are granted to You by the use by You of such trademarks, trade names and/or service marks and You shall not deface, remove or obliterate any trademarks, trade names or logos applied by the Company on or in relation to the Equipment or Software.

10.3. Where the Equipment or Software are not manufactured by the Company, the Company gives no assurance or guarantee that the sale or use of the Equipment or Software will not infringe the IPRs of any third party.

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10.4. You shall keep confidential and not use, without the prior written consent of the Company, all or any information including without limit, those (as referred to in condition 10.1) supplied by the Company or disclosed to or obtained by You pursuant to or as a result of this Agreement, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of Yours, or disclosure of the same is required by law or by any other governmental or other regulatory body provided that in such cases You notify the Company 14 days prior to such disclosure to allow the Company to seek injunctive relief (or such other action as the Company may require) to prevent such disclosure and shall provide the Company with all such reasonable assistance as the Company may require in order to carry out such action.

11. Software

11.1. Intellectual property rights in the Software remain the property of the Company or its licensors. You agree to comply with the terms of the Agreement and any licences required by the owner of any intellectual property right in the Software notified to You by the Company or appearing on screen as an integral part of the Service.

11.2. The Company hereby grants You a non-exclusive revocable licence to use the Software in executable object code form only.

11.3. The licence granted to You under the Agreement is personal to You and may not be leased, sublicensed, transferred, assigned, lent or otherwise disposed of.

11.4. If You use the Software in any way which will result in You being in breach of the Agreement or the terms of any individual agreement provided with the Software or if You attempt to transfer, assign or otherwise dispose of Your licence to use the Software that licence is terminated immediately.

11.5. The Software is protected by copyright law. You must use the Software in accordance with the Agreement and the terms of any individual agreements provided with the Software. Unless otherwise stated in the terms of any agreements/licences provided with the Software or except to the extent permitted by Law You must not copy the Software, except to make a single copy for backup or archival purposes. Any such copy shall be subject to the Agreement as if it were the original and shall contain all notices regarding proprietary rights contained in the Software originally provided to You. You must not attempt to reverse engineer, decipher, decompile

or disassemble the Software except to the extent permissible by Law. You must not modify the Software or create derivative works of the Software. You must not transmit or distribute the Software electronically, via the Internet or in any other way.

11.6. The Company warrants that the media containing the Software, if provided by the Company, is free from defects in material and workmanship and will so remain for ninety (90) days from the date You receive the Software.

11.7. Subject to Clause 11.8 below the Company's sole liability for any breach of the warranties in Clause 11.6 shall be, in the sole discretion of the Company:

11.7.1. To replace Your defective media or copy of the Software; or

11.7.2. To refund the fee You paid for the Software.

11.8. The liability of the Company under Clause 3.5 shall be incurred only in the event that You:

11.8.1. Inform the Company of the breach of warranty during the applicable warranty period;

11.8.2. If requested by the Company return the Software; and

11.9. The warranties contained in Clause 11.6 are the only warranties made by the Company in relation to the Software. The Company makes no other express or implied warranty relating to the performance, quality or fitness for a particular purpose of the Software. No agent or employee of the Company is authorised to make any modifications, extensions, or additions to this warranty.

11.10. The warranties contained in Clause 11.6 shall be terminated immediately if:

11.10.1. any modifications are made to the Software by You or any third party during the warranty period; or

11.10.2. the media is subjected to accident, abuse, or improper use; or

11.10.3. You violate the terms of the Agreement.

11.11. The warranties in Clause 11.6 shall not apply if the Software is used on or in conjunction with hardware or programs other than the unmodified version of hardware and programs with which the Software was designed to be used as described in the User Documentation

12. Limitations and liability

12.1. Each Party accepts unlimited liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees while acting in the course of

their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.

12.2. Except as expressly stated in the Agreement all warranties, conditions, undertakings or terms, express or implied in respect of the Service, Software, Equipment and Purchased Equipment are excluded to the fullest extent permitted by Law.

12.3. Nothing in the Agreement shall exclude or restrict a Party's liability for matters which cannot by Law be excluded or restricted.

12.4. Save in relation to payment of indemnities pursuant to Clauses 3.7, 7.1 & 7.3 and subject to Clauses 12.1 and 12.3:

12.4.1. Subject to Clause 12.4.2, each Party's liability (including without limitation liability for negligence) under the Agreement (other than for payment of Charges) in respect of each individual claim shall be limited to the greater of either (i) £2,000; or (ii) the recurring Charges paid to the Company by You under this Agreement in the two month period preceding such claim; and

12.4.2. each Party's total aggregate liability for all claims under the Agreement (other than for payment of Charges) in respect of each individual claim shall be limited to the greater of either (i) £5,000; or (ii) the value of the recurring Charges over the initial 6 month period of the Agreement.

12.5. Notwithstanding the above neither Party shall have any liability in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, data, operation time, goodwill, contracts, revenue, profits, for any loss of anticipated savings, for wasted expenditure or for any indirect or consequential loss whatsoever arising out of or in connection with the performance or non-performance by the Party of its obligations under the Agreement.

12.6. Unless stated in any relevant Special Terms, Clauses 12.1 - 12.6 set out each Party's entire liability (including any liability for the acts and omissions of its employees, agents or contractors) to the other Party in tort, contract or otherwise arising in connection with the performance, contemplated performance or non-performance of the Agreement. You acknowledge that the exclusions and limitations of the Company's liability in the Agreement are reasonable taking into account (amongst other matters) the likelihood that any damages awarded to You for breach of the Agreement by the Company may be disproportionately greater than the Charges.

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12.7. The Company will make best endeavours to exercise due care and diligence in providing its services, but shall not be liable for any damages caused by:

- 12.7.1.** Accident, carelessness, deliberate damage, neglect or misuse by the Client or its employees or any other third party unless subcontracted by the Company;
- 12.7.2.** Power failure or breaks in the public supply of electricity;
- 12.7.3.** Repairs or alterations undertaken by anyone other than the Company except for those authorised to do so in any hardware maintenance contracts;
- 12.7.4.** Malfunction of hardware or data communication equipment, service or facility;
- 12.7.5.** Failure to procure replacement hardware or software;
- 12.7.6.** Any and all damages incurred as a result of social engineering, computer hacking, custom malware, ransomware, Zero-Day attacks, Malicious software as well as any and all costs incurred as the result of its existence, exploitation, use, remediation or removal.
- 12.7.7.** Other causes beyond the control of the Company.

13. Suspension

13.1. The Company may:

- 13.1.1.** in an emergency suspend the Service to provide or safeguard a service to a hospital or other emergency organisation or any other essential services;
- 13.1.2.** temporarily suspend the Service or any part thereof to vary the technical specification of the Service or for repair, maintenance, or improvement or to protect life, limb, or property;
- 13.1.3.** suspend the Service in the case of fraud, suspected fraud, a DDoS Attack, the presence or suspected the presence of Malicious Software, or to preserve the safety, security or integrity of the Services and the traffic conveyed for You and other Company customers;
- 13.1.4.** suspend the Service where it believes Your use of the Service are unlawful or illegal;
- 13.1.5.** give such instructions to You about the use of the Service it deems reasonably necessary;
- 13.1.6.** do whatever is required of it to comply with instructions issued by the Government, an emergency service or other competent authority; and

13.1.7. suspend the Service in any circumstance in which it is entitled to terminate the Agreement.

13.2. Except in an emergency when no such notice is required, the Company shall give You as much notice as reasonably practicable if the Service is to be suspended but You shall have no claim against the Company for any suspension of the Service pursuant to Clause 13.1.

13.3. Any exercise by the Company of its right to suspend the Agreement shall not exclude the right of the Company to subsequently terminate the Agreement.

13.4. If the Service is suspended pursuant to Your default You must continue to pay Charges during such suspension and shall reimburse costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Agreement.

14. Deductions

14.1. The Company shall have the right (without prejudice to any of its other rights) to deduct from or set-off against any monies due to You under any contract any sum or sums which You are liable to pay to the Company under any contract such right to be exercisable by the Company giving to You written notice thereof.

15. Health and safety

15.1. Where any of the Company's employees are admitted to the Customer Premises pursuant to the Service, You undertake that You will take such measures as are necessary to ensure that, as far as reasonably practicable, its premises and any plant, equipment, articles or substances in such premises are safe and without risks to the health of the Company's employees. You shall indemnify the Company against all loss, claims and demands suffered by the Company as a result of any breach of this clause by You.

16. Duration and termination

16.1. In relation to a particular Service the Agreement shall come into effect on the Service Commencement Date for the Minimum Period and unless the Agreement is terminated in accordance with the terms of this Agreement, this Agreement will continue automatically following the Minimum Period for subsequent Renewal Terms.

16.2. You may terminate this Agreement by giving the Company 30 days' written notice at any time during the last 30 days of the Agreement Term or any subsequent Renewal Term, as appropriate.

16.3. Subject to Clause 16.1 and 16.2, and once notice has been issued by You, this Agreement will terminate after the 30 days' notice period, at the end of the Agreement term.

16.4. To terminate this Agreement, please issue notice to the Company via registered post to the Company address (as seen on the Company website) or by e-mailing sales@mtg.im. Notice received by e-mail can only be considered accepted once it has been acknowledged by the Company.

16.5. Notwithstanding Clause 16.2, You may terminate the Agreement in accordance with Clause 16.7.

16.6. Notwithstanding Clause 16.2 the Company may terminate the Agreement immediately on written notice if:

- 16.6.1.** any Survey is not satisfactorily completed;
 - 16.6.2.** any Site wayleave is not entered into within a reasonable time as determined by the Company;
 - 16.6.3.** any licence, permission or other approval You or the Company require from time to time to connect to the Service or provide the Service expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on You or the Company the appropriate rights;
 - 16.6.4.** You make a material misstatement in the details You have supplied to the Company to enable the Company to provide the Service;
 - 16.6.5.** You materially breach (including without limitation failure to pay any Charges promptly) the Agreement or any other agreement You have with the Company or a member of its Group;
 - 16.6.6.** the Company suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against the Company or any third party; or
 - 16.6.7.** any contract (or part thereof) between the Company and a third-party provider of software, cloud or telecommunications services is terminated where such termination affects the provision of the Service.
- 16.7.** Notwithstanding Clause 16.2 either party may give notice in writing to the other party to terminate the Agreement with immediate effect if:

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16.7.1. the other party commits a material breach of any term of the Agreement which cannot be remedied, or in the case of a breach capable of being remedied, has failed to remedy the breach within 30 days of notice being given by the other party requiring it to be remedied; or

16.7.2. the other party becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver administrator, manager or similar office holder is appointed over any of its assets or passes a resolution for winding up or a court makes an order to that effect, or becomes or is declared bankrupt other than as part of a good faith reorganisation of such Party's Group.

16.8. On termination of the Agreement any licence granted to You by the Company shall immediately cease, You must immediately stop using the Service and all amounts You owe the Company shall be due and payable in full.

16.9. On termination of the Agreement by reason of Your default You shall be liable to pay the Company all Charges that would otherwise have been payable by You during the Minimum Term or subsequent Renewal Term if applicable. The Company shall not be obliged to refund any Charges paid in advance.

16.10. On termination of the Agreement You must allow the Company to remove the Equipment. If You delay removal of the Equipment following termination of the Agreement, the Company shall, until such removal is effected, be entitled to continue to charge You and You shall pay such Charges together with any additional costs and expenses caused by such delay.

16.11. The right to terminate the Agreement shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination (including, without limitation, termination under Clause 18).

17. Assignment

17.1. You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Agreement without the prior written consent of the Company.

17.2. The Company may assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity.

18. Force majeure

18.1. Neither Party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control. Such causes include, but are not limited to, fire, explosion, breakdown or failure of equipment, systems or facilities, strike, lock-out, labour dispute, illness, epidemic, flood, drought, war, civil commotion or requirement of any authority, licensing or government agency.

18.2. Where such cause continues for more than 3 calendar months either Party may without additional liability terminate the Agreement by giving not less than 30 working days' written notice to the other Party.

19. Variation

19.1. Subject to Clauses 19.2, 19.4 and 19.5 any variation to the Agreement shall be agreed by the Parties in writing.

19.2. Notwithstanding Clause 19.1 the Company reserves the right to amend or vary the Agreement where changes are imposed to the Company by a third party Supplier by giving You 25 days' written notice thereof.

19.3. If You request and the Company agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, You must complete such formalities as the Company shall require giving effect to such change. The Company may require payment prior to effecting such change.

19.4. Subject as stated in this Clause, the Company may vary the Service from time to time. In this Clause 19.4, "New Service" shall mean the service after variation and "Original Service" shall mean the Service prior to variation. Such variation may be the result, without limitation, of a change of name, method of delivery, change in technology, upgrade or substitution of alternative service and:

19.4.1. the New Service shall have at least equivalent functionality and service levels to the Original Service;

19.4.2. You shall not be charged for such variation;

19.4.3. Charges payable for the Original Service shall apply to the New Service; and

19.4.4. the Minimum Period for the Original Service shall apply to the New Service.

19.4.5. after a variation in accordance with this Clause the New Service shall be deemed the Service.

19.5. The Company may at any time improve, modify, or otherwise alter the Service in the event that:

19.5.1. the Company suppliers' services are altered so as to affect the provision by the Company of the Service;

19.5.2. in the reasonable opinion of the Company the Service should be altered for reasons of quality of service or otherwise for the benefit of the Company's customers as a whole;

19.5.3. technical or regulatory reasons so require.

19.6. Any variation to the Agreement pursuant to Clauses 19.4, 19.5 and 22 of these Standard Terms and Conditions shall not be subject to the terms of Clause 19.2.

20. Notices

20.1. Unless otherwise stated in the Agreement:

20.2. Notices sent by You to the Company shall be sent by hand or post to "Accounts" at the address below or as otherwise notified to You. *Manx Technology Group Limited, Minerva House, Ballafletcher, Douglas, Isle of Man, IM4 4QJ*

20.3. Notices sent by the Company to You may be sent:

20.3.1. by hand or by post to Your billing address specified on the Service Contract or to Your registered office; or

20.3.2. by electronic mail to Your electronic mail address specified on the Service Contract or as otherwise notified to the Company in writing.

20.4. Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days after the date of posting. Any communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other Party's electronic mail-box.

20.5. You agree to inform the Company of any change to Your billing address, registered address, and contact details in order that notices are able to be sent correctly by the Company.

21. Data protection

21.1. Within this clause, "Act" means the Data Protection Act 2002 and "Data Controller", "Data Processor" and "Personal Data" have the same meanings as in that Act.

21.2. The Company may use any information supplied by You for its own administrative and customer service purposes or for any other purpose required by Law. Without limitation the Company shall be

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entitled to disclose information provided by You to any member of its Group. To enable the Company to provide the Service it shall also be entitled to disclose such information to other IT companies.

21.3. In order to maintain quality and for training purposes the Company may monitor and record telephone conversations with You.

21.4. The Company shall be entitled to make Your name, address and telephone number available to the emergency services.

21.5. Regarding the parties' rights and obligations under this Agreement, You are the Data Controller and the Company is the Data Processor. You shall meet Your obligations set out in the Act in relation to this Agreement.

21.6. The Company shall only process Personal Data in accordance with instructions from You (which may be specific instructions or instructions of a general nature as set out in this Agreement during the term of this Agreement).

21.7. The Company shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data to the nature of the Personal Data which is to be protected.

21.8. You warrant that You have appropriate permission to provide the Company with Personal Data for the purpose of data processing.

22. Entire agreement

22.1. This Agreement sets out the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement by, or on behalf of, the parties and relating to its subject matter.

22.2. Each party confirms that it has not relied upon, and (subject to clause 22.4) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to this Agreement) unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.

22.3. Subject to clause 22.4, neither party shall be entitled to claim the remedies of rescission or damages for misrepresentation arising

out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in this Agreement.

22.4. Nothing in this Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

23. Time not of the essence

23.1. Any dates quoted by the Company in connection with the provision of a new Service or delivery and installation of the Equipment and/or Purchased Equipment shall be treated as estimates only. The Company accepts no liability for failure to meet such dates.

23.2. For dates associated with a Service subject to a Service Level Agreement (SLA) then the time is of the essence and subject to the dates, metrics and timings contained within the applicable Service Level Agreement (SLA).

24. Miscellaneous

24.1. No waiver by the Company of any default by You under the Agreement shall operate or be construed as a waiver by the Company of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by the Company to You shall imply a waiver of its rights or shall in any way release, discharge or otherwise affect Your liability under the Agreement.

24.2. If any provision of the Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.

24.3. The provisions of the Agreement of a continuing nature shall survive termination of the Agreement for any reason whatsoever.

24.4. During this Agreement and for a period of twelve (12) months following the termination of the Agreement (for whatever reason) You shall not employ or engage directly or indirectly (without the prior written agreement of the Company) nor make or seek to make any offer of employment or engagement to any employee of the Company, who have dealt with You in the course of the performance of the Agreement.

24.5. Parties do not intend that the Agreement be enforceable by any person not a party to the Agreement under the Contracts (Rights of Third Parties) Act 2001.

25. Confidentiality

25.1. Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):

25.1.1. To keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and subsequently received pursuant to this Agreement ("in this Clause "Confidential Information"); and

25.1.2. Not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and

25.1.3. To use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.

25.2. You shall not disclose the existence of this Agreement to any third party without the prior written consent of the Company.

25.3. The confidentiality obligations in Clauses 25.1 and 25.2 will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.

25.4. The confidentiality obligations in Clauses 25.1 and 25.2 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:

25.4.1. has ceased to be secret without default of the Receiving Party's part; or

25.4.2. was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or

25.4.3. has been received from a third party who did not acquire it in confidence.

25.5. Clause 25 shall survive termination of the Agreement or any part of it.

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26. Anti-Bribery

26.1. You must not violate any Applicable Anti-Bribery Law.

26.2. You have and must at all times implement adequate procedures designed to prevent You or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK, Isle of Man, or violate any Applicable Anti-Bribery Law.

26.3. You represent that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Company or any third party) by or on behalf of You or Your Associated Persons.

26.4. Breach of any of the provisions in this condition 26 or of any Applicable Anti-Bribery Law is a material breach of this Agreement and, without prejudice to any other right, relief or remedy, entitles the Company to terminate this Agreement immediately.

27. Third party rights

27.1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms of this Agreement. This clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.

28. Non solicitation

28.1. Subject to sub-clause 28.2 You shall not, during the course of the Company providing the Service, during the duration of this agreement or for a period of 24 months following the completion thereof, solicit any of the Company's staff or consultants with which You have had Dealings with or any of the Company staff that You are aware of.

28.2. The restriction in clause 28.1 may be waived by the Company on a per-customer basis by the Company in writing on written request by You, such consent will be subject to negotiations and a separate agreement between the Company and You.

29. Counterparts

29.1. This Agreement may be Signed in any number of counterparts, and by the parties on separate counterparts, but shall

not be effective until each party has executed at least one counterpart.

29.2. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

30. Governing law and arbitration

30.1. The Agreement shall be governed by and construed in accordance with the laws of the Isle of Man and the Parties agree to submit to the exclusive jurisdiction of the Isle of Man Courts.