

General Terms and Conditions applicable to all Medialogix Services

1. Interpretation

1.1 In these Conditions:

1.2 “Medialogix” means Medialogix Limited; (registered number 04799513) whose registered office is at Forward House, 17 High Street, Henley in Arden, B95 5AA, “the Customer” means the person whose order is accepted by Medialogix; “Contract” means the contract for the purchase and sale of software and/or support and/or services incorporating these Conditions.

1.3 Headings are for convenience and do not affect interpretation.

1.4 Where the Customer has engaged Medialogix to provide support & maintenance services, the support helpdesk is open from 0900 to 1700 Monday to Friday excluding public holidays. Extended and 24/7 support contracts and fully managed service contracts are also available at additional cost.

1.5 These are for the duration of a rolling twelve months, three years or five years (depending on agreement) and once invoiced can only be cancelled by notice in writing to Medialogix to be received three months prior to the relevant anniversary date.

2. Basis of Sale

2.1 Medialogix will sell and the Customer will purchase software in accordance with any written order of the Customer which is accepted by Medialogix, subject in either case to these Conditions.

2.2 Where the Customer also / only (as the case may be) requests support and maintenance services, Medialogix will provide the services to the Customer in accordance with the terms Conditions and the Medialogix Support Agreement attached at Schedule 1 of these Conditions as well as any service level agreement set out in the Customer’s order or quotation (as the case may be). In the event of conflict, the Support Agreement shall prevail.

2.3 These Conditions govern the Contract to the exclusion of any other terms and conditions (if any) contained on or referred to in an order form or other communication from the Customer. No addition, variation or substitution of these Conditions will bind Medialogix or form part of any order unless agreed in writing and signed by authorised representatives of both parties.

2.4 These Conditions and the terms of any order constitute the entire understanding of the parties and supersede all prior promises, representations, and undertakings.

2.5 No Medialogix employee or agent is authorised to make any representations concerning the subject matter of the Contract unless confirmed by Medialogix in writing. The Customer acknowledges that it is not relying on any such representation not so confirmed.

3. Orders

3.1 Any order placed with Medialogix will be accepted at Medialogix’s sole discretion and, if accepted, will only be accepted on and subject to these Conditions.

3.2 Each order so accepted constitutes a separate legally binding Contract between Medialogix and the Customer. Both parties acknowledge and accept that clause 13 (liability) shall apply commensurately to the value of each such Contract, not accrue cumulatively.

3.3 The Customer is responsible for ensuring the accuracy of any order submitted to Medialogix.

3.4 Medialogix reserves the right to modify any software ordered, which are required to conform to any applicable safety or statutory requirements, or which do not materially affect their quality or performance.

3.5 Once accepted by Medialogix, no order may be cancelled by the Customer without Medialogix's express prior written agreement.

3.6 In respect to the order, the Customer shall:

- a) comply with all applicable laws and regulations with respect to its activities under this agreement;
- b) comply with any End User Licence Agreement provided by Medialogix for use of Medialogix-created/provided software, and procure compliance of the same from its employees, subcontractors, agents and any other relevant personnel;
- c) obtain and shall maintain all necessary licences, consents, and permissions necessary for Medialogix to perform their obligations under these Conditions; and
- d) ensure that its network and systems comply with the relevant specifications provided by Medialogix from time to time.

4. Prices

4.1 Orders are accepted at the price given at the date of order.

4.2 Unless otherwise stated, quotations are valid for acceptance for 30 days or earlier acceptance, after which they will lapse. Any quotation that has lapsed must be reconfirmed with Medialogix prior to an order being accepted.

4.3 Medialogix reserves the right, by giving the Customer written notice at any time before delivery, to increase the price of software and/or support and/or services to reflect any increase in the cost to Medialogix which is due to any factor beyond Medialogix's control. Where possible, Medialogix will provide 30 days' notice of any price changes but the Customer acknowledges this may not always be possible where prices vary for reasons outside of Medialogix's control. Medialogix therefore reserves the right to vary prices at short, or even no notice. Any price changes will be notified to the Customer as soon as reasonably possible.

4.4 All prices are exclusive of VAT and any other sales taxes and delivery charges, unless otherwise stated. All delivery charges are charged as extra, irrespective of invoice value. Any overseas duties and taxes will be the responsibility of the Customer.

4.5 Medialogix shall be able to increase the price for support and maintenance services (including any flow down increase in pricing from third party software providers) by giving the Customer not less than 30 days' notice prior to the commencement of the next 12 month, three year or five year (depending on agreement) period of support and maintenance.

4.6 In the case of site visits, the daily rate quoted is payable in full for a day or part day. Any additional work, development or additional software specified during a site visit must be confirmed in writing prior to being carried out or authorised by the Customer's signatory and will be invoiced separately. The Customer will provide safe and unrestricted access (reasonably required for the engineer to perform the relevant role, Customer having discretion over this) to the engineer making a site visit and any lost time as a result of any failure to comply with this obligation is chargeable at normal day rates. If a minimum two (2) business days' notice of cancellation is not received a cancelled site visit will also be chargeable at normal day rates.

5. Payment

5.1 Payment will be made by the Customer within no later than 30 days of the date of invoice, or earlier, except that payment at the time of order will be required for new Customers, or Customer's for whom Medialogix deems immediate payment to be necessary as outlined in 5.8. Time shall be of the essence for any payment terms that Customer is subject to.

5.2 We currently do not accept direct debit payments.

5.3 Where any discount is given, VAT will be calculated on the discounted price.

5.4 Interest on overdue invoices will be payable by the Customer, before as well as after judgment, on a daily basis at an annual rate of 8% above HSBC UK base lending rate from time to time.

5.5 The Customer is not entitled to withhold or delay any payment due by reason of any actual or alleged defect, whether or not such defect is the subject of any claim.

5.6 The Customer is responsible for any bank or other charges (including, but not exclusively, transfer charges, costs of cheques not being honoured etc.).

5.7 If and for so long as there are any overdue invoices (whether under this Contract or otherwise), the Company shall be entitled to suspend provision of any goods or services to the Customer as outlined in 5.8. Customer also agrees to reimburse Medialogix for any costs incurred (including reasonable legal fees and court costs) in connection with Medialogix's attempts to collect any sums that are overdue.

5.8 Relating to points 5.1 and 5.7 if:

5.8.1 any sum owed by the Customer to Medialogix or any other associated company, under this or any other contract is overdue; or

5.8.2 at any time the credit standing of the Customer has in Medialogix's reasonable opinion been impaired for any reason; or

5.8.3 the Customer fails to make any payment when it becomes due; or

5.8.4 the Customer makes any voluntary composition or arrangement with its creditors;

5.8.5 or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or if a resolution for the winding up of the Customer is passed or a court makes an order to that effect; or if there is any breach by the Customer of these Conditions; or the Customer ceases, or threatens to cease, to carry on business; or there is a change of control of the Customer (as described in Section 840 of Income and Corporation Taxes Act 1988) or any purported arrangement of the legal or beneficial interest in this contract; or Medialogix reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly, then Medialogix may, without prejudice to its other rights and remedies and at its option, be entitled to cancel the Contract or withhold any further deliveries and/or suspend the provision of further services without liability to the Customer until arrangements as to payment or credit have been established to Medialogix's reasonable satisfaction.

5.9 Medialogix shall be entitled but not obliged at any time or times without notice to the Customer to offset any liability of the Customer (or any group company of the Customer) to Medialogix against any liability of Medialogix to the Customer (or any group company of the Customer) (in either case howsoever arising and whether any such liability is present or future liquidated or un-liquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by Medialogix of its rights under this clause shall be without prejudice to any other rights or remedies available to Medialogix under this Contract or otherwise.

6. Overseas Customers

6.1 Unless otherwise agreed by the Company in writing the Customer shall be responsible for all duties, levies, imposts, taxes or other liabilities arising on the exportation of the Goods from the United Kingdom and importation of the Goods overseas. Medialogix's fees shall be payable in GBP Sterling unless otherwise agreed, and shall be of the value stated in the agreed Contract, notwithstanding any exchange decrease or increase to the Customer when converting home currency for fee payment.

7. Title and Risk

7.1 Property in any software shall, at all times, remain vested as per the software licence agreement of its licensor, and the Customer's rights shall be governed by the terms of any licence relating to such software. All third-party licensing agreements must be complied with by the Customer in all respects. The Customer shall indemnify Medialogix against the consequences of any breach or infringement of that licence.

7.2 In the absence of express agreement to the contrary any software written, created, adapted or developed by Medialogix shall remain the exclusive property of Medialogix. The Customer shall not reverse compile, copy adapt or reverse, assign transfer, sell, lease, rent, charge or otherwise deal in or encumber Medialogix's intellectual property and shall keep the same confidential, shall maintain a record of the whereabouts and number of licensed copies and shall take all necessary step to prevent unauthorised use.

7.3 Any software supplied to the Customer which is subject to any restrictions or provisions imposed by the manufacturer's and/or licensor's conditions are supplied to the Customer by Medialogix subject to any such conditions and on strictly on an 'as is' basis.

7.4 The Customer is not entitled to pledge or in any way charge by way of security for any indebtedness any software which remain the property of Medialogix (or its licensor) but, if the Customer does so, all moneys owing by the Customer to Medialogix shall (without prejudice to Medialogix's other rights and remedies) become immediately due and payable.

8. Confidentiality

8.1 Each of the parties to this agreement undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this agreement save that which is:

8.1.1 Trivial or obvious;

8.1.2 Already in its possessions other than as a result of a breach of this clause; or

8.1.3 In the public domain other than as a result of a breach of this clause.

8.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 8.1 above by its employee's agents and sub-contractors.

9. Warranties

9.1 All software products are supplied on, and subject to, the terms and conditions of warranties and licences of the original third party manufacturers and/or licensors. Medialogix, as agent for and on behalf of the relevant third party manufacturer / licensor, will pass on to the Customer the benefit of any guarantees or indemnities given to it such third party, but any contract entered into or licence accepted subsequently shall be directly between the Customer and such relevant third party. Any software supplied is not warranted to operate error-free or on an uninterrupted basis, and the Customer shall make use of such third party products at its own risk.

9.2 Medialogix makes no warranty as to the description, quality, fit for purpose, suitability or otherwise of any software supplied. Medialogix accepts no responsibility for any loss or damage, arising directly or indirectly, from the use of any software supplied by it, including any loss arising by reason of any failure of the software to comply with any specifications provided by the Customer.

9.3 Medialogix warrants that all services provided under this Contract will be provided with reasonable skill and care and substantially in accordance with the agreed Quotations and / or Statement of Works (as the case may be).

9.4 Except as otherwise expressly provided, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.5 Where the Customer is an individual consumer, the statutory rights of the Customer under applicable laws are not affected by these Conditions.

10. Cancellation and Termination

10.1 This Agreement may not be cancelled within the Agreement Period (meaning the period that the Customer and Medialogix agree for the provision of services) without the prior agreement of Medialogix.

The Customer may opt out of automatic renewal by cancelling the Agreement in written form to Medialogix at least 90 days prior to the expiry date. Should the Customer fail to renew by this period, the Agreement shall automatically renew for a renewal period of twelve (12) months. For the avoidance of doubt, these Conditions shall continue to apply to any such successive renewal period.

10.2 Subject to clause 10.1, should the Customer decide to stop all use of the Software before the end of the Agreement Period, the Agreement can be terminated subject to a Termination Fee equivalent of 50% of the remaining fees for the Agreement Period. Any already paid fees are not reimbursed.

Upon Termination, the Customer waives all usage rights to the Software. Further use of the Software after Termination requires entering into a new Agreement with Medialogix.

11. Defects

11.1 Medialogix reserves the right, at its sole discretion (acting reasonably), to determine whether any software is defective. Defective software will, at Medialogix's option, be replaced or rectified. The Customer will have no claim in respect of any breach of warranty that should have been apparent on a reasonable visual examination of the software supplied. If the Services do not

conform with the obligation at clause 9.3, Medialogix will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the obligation set out in said clause 9.3.

12. Data Protection

12.1 Definitions

Applicable Laws: means:

- (i) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- (ii) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which Medialogix is subject.

Applicable Data Protection Laws: means:

- (i) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (ii) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Medialogix is subject, which relates to the protection of personal data.

Customer Personal Data: any personal data which Medialogix processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Purpose: the purposes for which the Customer Personal Data is processed, as set out in clause 12.8.

Medialogix Personal Data: any personal data which Medialogix processes in connection with this agreement, in the capacity of a controller.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

- 12.2 For the purposes of this clause 12, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 12.3 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 12.4 The parties have determined that, for the purposes of Applicable Data Protection Laws:
 - (a) Medialogix shall act as controller in respect of any personal data and processing activities set out in Schedule 2, and

- (b) Medialogix shall process the personal data set out in Schedule 2, as a processor on behalf of the Customer in respect of any processing activities set out in Schedule 2.
- 12.5 By entering into this agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Medialogix in connection with the processing of Medialogix Personal Data, provided these are in compliance with the then-current version of Medialogix's privacy policy available at <https://medialogix.co.uk/privacy-policy/> (**Privacy Policy**). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.
- 12.6 Without prejudice to the generality of clause 12.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Medialogix Personal Data and Customer Personal Data to Medialogix and lawful collection of the same by Medialogix for the duration and purposes of this agreement.
- 12.7 In relation to the Customer Personal Data, Schedule 2 sets out the scope, nature and purpose of processing by Medialogix, the duration of the processing and the types of personal data and categories of data subject.
- 12.8 Without prejudice to the generality of clause 12.2 Medialogix shall, in relation to Customer Personal Data:
 - (a) process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Schedule 1, unless Medialogix is required by Applicable Laws to otherwise process that Customer Personal Data. Where Medialogix is relying on Applicable Laws as the basis for processing Customer Processor Data, Medialogix shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. Medialogix shall inform the Customer if, in the opinion of Medialogix, the instructions of the Customer infringe Applicable Data Protection Legislation;
 - (b) implement sufficient technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data;
 - (c) ensure that any personnel engaged and authorised by Medialogix to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Medialogix), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Medialogix is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 12.8(f) Customer Personal Data shall be considered deleted where it is put beyond further use by Medialogix; and
- (g) maintain records to demonstrate its compliance with this clause 12.

12.9 The Customer hereby provides its prior, general authorisation for Medialogix to:

- (a) appoint processors to process the Customer Personal Data, provided that Medialogix:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Medialogix in this clause 12;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Medialogix; and
 - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Medialogix's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Medialogix for any losses, damages, costs (including legal fees) and expenses suffered by Medialogix in accommodating the objection.
- (b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that Medialogix shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Medialogix, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

13. Limitation of Liability

13.1 The Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Medialogix shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Medialogix by the Customer in connection with the Services, or any actions taken by Medialogix at the Customer's direction.

13.1 Except in respect of death or personal injury caused by Medialogix's negligence (for which there shall be no limit on liability) Medialogix is not liable to the Customer by reason of any representation, implied warranty, condition or other term, or any duty at common law, or under the

express terms of the Contract, for any indirect, consequential or special loss or damage (including but not limited to loss of profit (which both parties acknowledge and accept as an indirect loss), business opportunity, contracts or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of Medialogix, its employees or agents or otherwise) arising out of or in connection with the supply of the hardware and/or software; or their use or resale by the Customer; or the supply of any advice and/or consultancy services by Medialogix; or otherwise. The Customer is reminded, but not compelled, by the Company that the Customer can insure against the types of loss referred to in this clause 13.1.

13.2 Except as may otherwise be expressly provided, Medialogix's total aggregate liability arising under or in connection with this Contract, whether arising in contract, tort (including negligence) or otherwise shall not under any circumstances, save as set out in clause 10.1, exceed the sum of two (2) times fees payable by the Customer under this Contract. The Customer accepts that Medialogix reserves the right to increase its fees to any Customer in the event that an increased liability cap is agreed by the parties on a non-precedential basis.

14. Force Majeure / Covid-19

14.1 Medialogix shall not be liable for any loss or damage caused by delay in performance or non-performance of any of its obligations under any Contract where the same is caused by any event beyond Medialogix's control including but not limited to an act of God, war, riots, insurrection, governmental or parliamentary prohibitions or enactments, import or export regulations, fires, flood, casualty, epidemic, strikes, lock-outs, cessation of labour, trade disputes, destruction or shutdown of production facilities, shortage or curtailment, delay or disruption in transportation, difficulties in obtaining labour or materials, breakdowns or accidents, financial requirements or manufacturing limitation imposed by third-party manufacturers, suppliers or vendors. Should any such event occur, Medialogix may cancel or suspend this Contract without incurring any liability for any loss or damage caused thereby, and Medialogix shall be entitled to recover all monies owing to them in respect of deliveries made or services performed prior to any such failure.

14.2 The parties expressly agree that should the COVID-19 virus or related concerns or disruption, or any other related event outside of the reasonable control of Medialogix occur that shall, result in the Medialogix being unable to perform any of its obligations on time or at all, or which shall cause the Customer to seek to cancel or modify its plans, then: (i) Medialogix shall not be liable for any such failure or delay in performance; and (ii) the Customer acknowledges that it shall be liable to pay Medialogix for: (a) the Services performed, including for work performed following on from any Customer direction to cancel or modify its plans (Fees to be calculated on a pro rata daily basis by reference to the agreed total Fee for the Agreement Period concerned); and (b) any / all amounts paid or committed and non-cancellable to third parties related to the proper performance of the Services; and (c) any costs reasonably incurred in prematurely curtailing or re-arranging any provision of Services.

15. General

15.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing (email sufficing) addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

15.2 No waiver by Medialogix of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15.4 This Contract is governed by and construed in accordance with the laws of England and Wales, and the parties submit the resolution of any dispute to the exclusive jurisdiction of the courts of England and Wales.

This version was last updated on 3rd July 2025

Schedule 1 – Medialogix Support Agreement

<https://medialogix.co.uk/wp-content/uploads/2025/09/Medialogix-Service-Level-Agreement-September-2025.pdf>

Schedule 2 – Data Protection Policy

https://medialogix.co.uk/wp-content/uploads/2025/07/IG02_Data_Protection_Policy.pdf