

Tecnica Ltd Terms and Conditions

1. GENERAL

In these terms and conditions of trading 'Tecnica' means TECNICA LTD. The 'Customer' means the organisation to whom Tecnica agrees to supply goods and services. 'Goods' means any equipment supplied by Tecnica. 'Services' means any service supplied by Tecnica. These terms and conditions shall apply to all Contracts, Agreements or Orders entered into between Tecnica and the customer unless agreement to the contrary in writing by an authorised officer of Tecnica.

2. ORDERS

All orders are subject to availability of goods and to written acceptance by Tecnica. Any prior indications by Tecnica in writing or verbally shall be provisional only.

3. PRICES

Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication as to the price range and dimension of goods offered by Tecnica and no variations shall give rise to a claim against Tecnica. Tecnica reserves the right to pass on to the Customer any increase or decrease in the costs of providing the goods that occur between the date of quotation and delivery. All prices quoted are strictly net. In addition to the quoted price, the Customer will pay Value Added Tax where applicable.

4. TERMINATION AND CANCELLATION

If all or part of an order is cancelled by the Customer, or by Tecnica Ltd due to the Customer's default, within 30 days prior to goods delivery, a cancellation or restocking charge up to 100% shall be levied in line with distributor or manufacturer's terms, there is no refund for software license or subscription. Cancellation must be in writing.

Written cancellation received less than the terms stated for service agreement will not be considered until the next expiry with outstanding sums payable per the terms of the agreement. Where a fixed term is stated or in scope charges may extend up to the limit of the fixed term period.

Tecnica will continue to support customers provided all charges and costs are paid in full, Tecnica will seek to recover costs and/or losses apportioned to incorrect or unacceptable practice or compliance during any engagement, including placing services on stop or hold.

Debiture (call-off) hours or days are non-refundable and must be used within the period stated in the service agreement, order or invoice, any debiture outstanding at the end of the period cannot be carried forward and will be deemed to have expired.

5. TRANSITION

Reasonably promptly following expiry or termination of the Service Agreement and provided all "Termination and Cancellation" clauses and "Payment" clauses are met to Tecnica's satisfaction, Tecnica will:

1. provide the Customer with one electronic export of the Customer Data, on an "as-is" basis. Thereafter, Tecnica will delete the Customer Data at its discretion, typically within 90 days following termination date.
2. following expiry or termination of the Service Agreement:
3. Handover to the Customer all relevant passwords specific to the Managed Services provided to the Customer; and
4. Handover all physical Assets (subject to courier charges) belonging to the Customer, and
5. Provide the Customer with such reasonable assistance and information in transitioning of the Services as the Customer may request, free of charge for a period of up to 30 days following such expiry or termination. Thereafter chargeable to the Customer on a time and materials basis at Tecnica's then-current rates for a further period of no more than 90 days following such expiry or termination (together, the "Transition Assistance Period").
6. If requested to do so by the Customer, upon expiry or termination of the Service use reasonable endeavours to continue to provide Services as the Customer may require for up to 30 days following such termination or expiry notice so as to allow the Customer to transition to a Replacement Supplier.

The Customer acknowledges that certain upstream suppliers may not permit such transitional provision, and therefore agrees that this clause will not apply in respect of Services which are dependent upon such upstream suppliers.

Tecnica reserves the right to only engage with the Customer during transition.

6. MANUFACTURERS SPECIFICATION

The customer recognises that where Tecnica is a reseller of goods. Although Tecnica will try to notify the customer of any variations of which it is aware the customer accepts that Tecnica cannot be accountable for the consequences of any variations made by the manufacturer or shortage of supplies.

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7. SOFTWARE LICENCE

In accordance with trade practice many manufacturers or suppliers of computer software products and similar goods including Tecnica retain title to the copyright and other intellectual property rights. Tecnica only transfers such title as it sees fit or may have and no warranties express or implied are given as to whether or not the intended use is permitted by the owner of such rights.

8. DELIVERY

1. Dates and times quoted by Tecnica for delivery run from the receipt by Tecnica of a written order or from resolution of technical details whichever is the later. All dates and times quoted are estimated and any delay in meeting delivery dates will not give rise to a right to cancel the order.
2. Offers for goods ex-stock are subject to the goods being unsold at the time of receipt of the customers order or resolution of technical detail whichever is the later.
3. Unless specifically included in the quotation, prices quoted do not include delivery and any delivery charges incurred by Tecnica will be passed on to the customer.
4. Tecnica reserves the right to make part deliveries. Any request by the customer for Tecnica to delay or split delivery may result in a stockholding charge and any additional cost

9. PAYMENT

The Customer shall pay the Charges set out in the invoice(s) and otherwise arising pursuant to the provisions herein in accordance with the payment terms set out herein.

Unless agreed to the contrary in writing all invoices are payable before shipment of the goods or against proforma invoice whichever is the earlier. If the customer is an approved account holder invoices are payable net and any right to offset is hereby excluded.

In addition to any other rights available Tecnica shall have the right of access to enter into the customers premises and to take possession of any goods supplied by Tecnica for which payment is overdue. In exercising such rights to enter and remove goods Tecnica will use the minimum force required but will not be responsible for any damage done.

Tecnica will issue invoices to the Customer in accordance with the terms set out in the Service Agreement document. Agreement terms are based on annual remuneration, paid monthly or quarterly in advance. The Customer shall pay the Charges in accordance with the terms of the relevant invoice or, where no payment terms are set out in an invoice, within thirty (30) days of invoice date.

Tecnica reserves the right to invoice the Customer in advance in respect of all services payable as disbursements to third parties such as hardware or software vendors. In such cases, all monies paid by the Customer shall be held on account by Tecnica on behalf of the Customer.

Except as otherwise stated the Charges are exclusive of VAT and all other taxes which shall be payable by the Customer. Where applicable the Charges are also exclusive of other fees and charges payable to any third party, including but not limited to third party hardware and software suppliers, internet service providers, and domain name and Customer registries.

If payment is not received by the due date, Tecnica is entitled to charge (in addition to any other remedies) interest on any unpaid amount at a daily rate which shall (after, as well as before, any unsatisfied judgement in respect thereof) be five per cent (5%) per annum above the current Sterling base rate of Bank of England. Tecnica shall also be entitled to recover its expenses in connection with such default in payment including legal expenses and costs of collection.

In the event of the Customer's failure to pay outstanding invoices, Tecnica reserves the right without any liability for the consequences thereof or any prejudice to the Customers payment obligations hereunder, to suspend provision of the Services forthwith.

All amounts due shall be paid in full without any deduction or withholding other than as required by law and the Customer shall not be entitled to assert any credit, off-set or counterclaim against Tecnica in order to justify withholding payment of any such amount in whole or in part.

The acceptance of any monies by Tecnica shall not be construed as an acceptance of such monies as the correct and full amount due and owing to Tecnica or as a waiver by Tecnica of any claims it may have against the Customer.

10. FORCE MAJURE

Tecnica shall not be liable for any loss whatsoever suffered by the customer in the event of cancellation of the agreement to supply goods if the supply of goods would be illegal, contrary to manufacturers conditions of sales or impossible for Tecnica to perform.

Neither party shall be liable, nor will Service Credits be applied, for any failure of any equipment, facilities or delivery of services due to causes beyond such party's reasonable control.

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11. INSOLVENCY

In the event that the customer is declared insolvent or compounds with its creditors or has distress levied against its goods or assets or has a receiver appointed Tecnica shall have the right to suspend deliveries until payment has been made for goods already supplied and for all outstanding orders.

12. DELIVERY AND PASSING OF RISK

Tecnica will deliver the goods to the customer at the place specified in the contract or at such other place within the United Kingdom as the customer directs, risk of loss, damage or destruction of the goods will pass to the customer on delivery in good condition. Notification of transit damage must be reported within 24 hours of receipt.

13. PASSING OF OWNERSHIP

1. Unless otherwise agreed in writing between Tecnica and the customer, property and title in the goods shall not pass to the customer until the whole price therefor and all other sums due in terms of the contract have been received by Tecnica.
2. Until all sums due in terms of the contract (including the price) have been paid the customer will hold and store the goods as agent for Tecnica and in a manner which clearly distinguishes them from any other goods of the customer and indicates that they are in fact owned by Tecnica and not by the customer.
3. The customer will not sell or dispose of any individual consignment of or delivery of the goods save as agent for Tecnica until the whole price therefor and all other sums due in terms of the contract have been received by Tecnica and in the event of any sale or disposal by the customer, the customer will ensure that these conditions of sale are expressly incorporated into the relative contract with the party buying or otherwise acquiring such of the goods from the customer as aforesaid. The customer will hold the proceeds of such sale or disposal as agent for Tecnica and will not be entitled to intrude such fund as its own.
4. On the expiry of any credit if Tecnica will not have received payment in full for the goods or:
 - a receiver is appointed over the whole or any part of the assets of the customer, or
 - a resolution is passed or a petition is presented for the winding-up of the customer, or
 - the customer commits an act of bankruptcy or becomes bankrupt,

Tecnica will be entitled to require the customer at the Customer's own expense to return to Tecnica such of the goods as have not then been paid for in full and should the Customer fail to do so Tecnica is irrevocably authorised by the customer without notice to enter any premises in which the goods are situated for the purpose of collecting and removing such of the goods and the customer will be responsible for (and will on demand reimburse Tecnica with) all Tecnica's costs and expenses in connection with such collection and removal.

Clauses 1-4 of this clause 13 will each be construed and receive effect as a separate clause of these conditions.

14. WARRANTY

The customer recognises that Tecnica unless otherwise stated is not the manufacturer of the goods supplied. Tecnica will pass on to the customer all unexpired warranties it receives from the manufacturer(s) but, so far as is permitted by law, Tecnica excludes liability for any loss of any nature including consequential loss arising out of the use or supply of the goods. The customer is advised to keep in force a maintenance contract in respect of the goods.

15. RETURNS

All goods shall be deemed accepted unless rejected within 14 days of delivery/collection of the goods. Notice of rejection must be in writing giving detailed reasons for rejection. No compensation, credit or right of set off shall be given by Tecnica until the same has been received by Tecnica from the manufacturers, suppliers or insurers as the case may be.

16. RETURNS PROCEDURE

Before returning any goods to Tecnica the Customer shall:

1. Notify Tecnica by letter, email of its desire to return the goods together with the reason for the return.
2. Obtain from Tecnica a designated return label which will contain an identification number and shall be affixed by the customer to the packaging in a prominent position. This procedure is solely for administrative convenience and the issue of a return label shall not be taken as an admission of any fault and/or liability whatsoever on the part of Tecnica in relation to the goods being returned. No goods shall be returned without Tecnica's prior approval.

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17. SECURITY

The Customer as a minimum shall make appropriate investment in latest versions of recommended corporate security products and services across their ICT estate to enable alignment with NCSC/CIS baseline for Cyber Security.

The Customer shall maintain confidentiality of its login names, passwords and other confidential information relating to the Customer's access to their entire ICT estate including but not limited to hosted Services.

The Customer acknowledges that Tecnica does not operate or exercise control over and accepts no responsibility for the content of Customer data received/stored on Tecnica's Systems.

The Customer acknowledges that the internet is not secure and while extensive effort will be made accordingly, Tecnica cannot guarantee the privacy of the Customer Data.

Tecnica shall on a professional best endeavours basis ensure that security systems and procedures are appropriately maintained and enforced to mitigate unauthorised access or damage to customer systems, Systems and related networks or resources and Customer data within scope of Tecnica Service Agreement.

Subject appropriate Customer investment Tecnica shall recommend security systems adhering to associated vendor specific best practice and NCSC/CIS baseline to minimise the risk of cyber-attack. This clause specifically excludes third party product or service of any form outside of Tecnica's control.

Either party (Customer or Tecnica) shall inform the other if it suspects or uncovers any breach of security and shall use all commercially reasonable endeavours to promptly remedy such breach.

18. SERVICES

Service Agreement incorporates all components of Tecnica's service catalogue including but not limited to; ICT support, hosting, application and bespoke software development.

From the Effective Date and for the duration of Service Agreement or Order, and in consideration of the payment of the Charges and any other sums due hereunder and subject to Events of Force Majeure and Relevant Events, Tecnica shall provide, or procure the provision of the Goods and/or Services to the Customer in accordance with the terms of Agreement and any applicable Service Terms and the terms within the Order. The parties agree amendments to this Agreement by the submission and Acceptance of new Orders.

Tecnica will use reasonable endeavours to provide the Services promptly, having regard to the availability of personnel, necessary supplies and facilities and commitments to other customers. All dates or times quoted for commencement or completion of any part of the Services and for delivery of the Goods are estimates only.

There are no setup fees for the service, however there may be a requirement to bring inappropriate systems to a suitable support level prior to the contract being enabled. If Tecnica undertakes such remediation work on behalf of the customer, then separate fees may be incurred and the work will be considered separate to the provision of this service.

Customer requiring additional works not covered by Service Agreement — such as new installations or projects, or changes outside the scope of Agreement— will be charged at Tecnica's normal Contract Hourly or Daily Rates without commitment, this will be quoted before any work commences. This includes any and all works undertaken prior to the contract start date, exit transition, termination or descope. Where service delivery is disrupted by the customer Tecnica reserves the right to submit a charge (part or in full) concerning the quoted scope at standard rate where the associated chargeable works are significantly delayed or abandoned by the customer.

Any service level agreement or order provided by Tecnica shall supersede any third-party providers service level agreement, where the timescales within the third parties agreements are higher than those within Tecnica's. If any third party breaches their own service level agreement, which is out of Tecnica's control, Tecnica will not be held responsible for this.

If the Customer submits an Order for Third-Party Services, the Customer's continued use of the Services shall be deemed as confirmation that the Customer has accepted all terms and conditions of the Third-Party Provider.

Services may be provided remotely via the Customer's internet connection or by telephone. Where, in Tecnica's sole opinion, it is necessary and/or desirable for the Customer to install remote support and/or management software, such software, of Tecnica's own choosing, will be provided by Tecnica at Tecnica's own expense. If the Customer wishes to use alternative remote support and/or management software, then the cost for sourcing and implementing such software will be borne by the Customer.

Where appropriate, Tecnica shall provide the Services remotely. If, in Tecnica's sole opinion, remote provision or support is not appropriate, Tecnica may send personnel to the Site to enable provision or support of the Services. In such event T&M Charges shall be payable for each hour during which Tecnica's personnel are in attendance at the Site, unless otherwise included or waived in the Service Agreement for the Service(s) or otherwise agreed in writing between the parties. At Tecnica's sole discretion, it may also charge for any incurred expenses and/or travel time at its then current rates.

Tecnica shall be entitled to make variations and additions to the Services from time to time (acting reasonably) including:

1. To improve or add to the Services

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2. To make changes for operational reasons where these do not have a materially adverse effect on the Services;
3. To pass through any change made by any third party to any Third-Party Services;
4. In order to comply with any law or legal obligation (whether under common law, statute, tort or otherwise), or any change to any law or legal obligation;
5. In order to comply with any final order, provisional order, direction, notice, specification, designation or consent made by the Office of Communications (Ofcom) or any other regulatory body; and
6. In order to maintain the integrity, efficiency or security of the Services and/or any part of Hosted Infrastructure, Network infrastructure and/or Tecnica's Systems or Customer's ICT estate.

Tecnica may suspend services without notice or liability to the Customer if Tecnica reasonably believes the circumstances justify this to protect itself or others or to comply with any law. In making the decision to suspend the Services, Tecnica is not obliged to consider the cost or damage to the Customer that may be caused by suspension of the Services to the Customer.

Tecnica represents and warrants to the Customer that:

1. Tecnica has full right power and authority to provide the Services to the Customer in accordance with the terms of Agreement and has obtained all necessary licences to enable it to perform the Services and to enable the Customer to use the Services;
2. Subject to Events of Force Majeure and Relevant Events, Tecnica will use its reasonable efforts to provide the Services and all other services to be provided to the Customer using reasonable care and skill and in accordance with good industry practice in accordance with the terms of this Agreement and any Order; and
3. Tecnica has all requisite registrations and complies to all current data protection legislation and will maintain such registrations throughout the term of this Agreement and will comply with the provisions of such legislation

Tecnica makes no warranty, representation or undertaking in respect of any Application and, save as set forth in this Agreement, all warranties and representations (including without limitation any as to fitness for any particular purpose satisfactory quality or merchantability of an Application) are hereby excluded to the fullest extent permitted by law. Any and all software provided or utilised under or pursuant to this Agreement or an Order is licensed to Tecnica by third parties and shall therefore be provided on an "as is" basis with no warranty or representation of any kind whatsoever.

Tecnica makes no warranty that operation of the Services will be uninterrupted or error-free.

If during the performance of the Services, the Customer wishes to modify or add to the Services:

1. The Customer shall provide to Tecnica written particulars of the proposed change(s) (the "Addition") and such further details as Tecnica may require;
2. If requested to do so, Tecnica will provide the Customer with a fixed cost for the Addition, otherwise costs of the Addition may be estimated on a time and materials basis;
3. Upon notification of the cost for the Addition via Quotation, the Customer may elect to either:
 - Accept the Quotation in which case a Customer Purchase Order or written acceptance will be required; or
 - Withdraw the proposed amendments in which case the Service shall continue unchanged.
4. If the Customer determines that the Addition is to be carried out, full particulars of the Addition are recorded in the Project Ticket and managed to completion through electronic ticket process.
5. Additions will be carried out per above stated process, automatically added to service agreement scope adopting terms and conditions of the Service Agreement.

The Customer may not resell the Services, in whole or in part, without the written permission of Tecnica.

19. LIMITATION OF LIABILITY

19.1 This clause sets out the entire financial liability of Tecnica (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

1. any breach of agreement;
2. any use made by the Customer of Tecnica's Services; and
3. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with service agreement.

19.2 Except as expressly and specifically provided by the service agreement:

1. the Customer assumes sole responsibility for results obtained from the use of the Managed Services, and for conclusions drawn from such use. Tecnica shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Customer in connection with the Managed Services, or any actions taken by Tecnica at the Customer's direction; and
2. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the service agreement.

19.3 Nothing in the service agreement excludes or limits the liability of Tecnica for:

1. death or personal injury caused by Tecnica's negligence;

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2. fraud or fraudulent misrepresentation; or
3. any other liability which cannot lawfully be excluded or limited.

19.4 The Service Level Arrangements state the Customer's full and exclusive right and remedy, and the Tecnica's only obligation and liability, in respect of the performance and availability of the Managed Services, or their non-performance and non-availability.

Subject to clauses 19.3 and clause 19.4:

1. Tecnica shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and
2. Tecnica's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Managed Services during the 12 months preceding the date on which the claim arose.

20. DATA PROTECTION

The Customer acknowledges that certain risks, such as data loss, are an inherent part of using services such as the Managed Services. Tecnica can, where agreed with the Customer, provide backup and restore services as part of the Managed Service Agreement, which can form part of a Customer's wider business continuity and recovery strategy. However, Tecnica does not provide general business continuity planning and execution services.

Business continuity planning, and the execution and testing of such plans, is the responsibility of the Customer, and the Customer acknowledges that Tecnica's backup and restore services are not a complete substitute for such arrangements. Therefore, if backup and restore services are not included in the Managed Services, Tecnica will have no liability for any loss of or damage to Customer Data, however caused. If backup and restore services are included in the Managed Services, Tecnica will perform such backup and restore services as are set out in the Service Agreement to the appropriate Service Level and in accordance with Industry Best Practice.

However, the Customer acknowledges that:

1. Further engagement is required with Tecnica to develop, evaluate or test the Customer's wider ICT business continuity or disaster recovery arrangements, and can only provide backup and recovery services as form part of the contracted ICT Managed Services unless wholly separate Full Disaster Recovery Planning Services are procured.
2. Tecnica is not in a position to verify the accuracy, completeness or integrity of the Customer Data, and can only back up the Customer Data as of its then-current state. Therefore, Tecnica will not be liable if any Customer Data backed up or restored by Tecnica being inaccurate, incomplete or corrupted, provided that the restore and corresponding backup task completed without error.

Tecnica will not itself delete any Customer Data unless specifically permitted to do so by the Service Agreement or instructed to do so by the Customer. The Customer acknowledges that Tecnica is not an insurer. Therefore, where Customer Site Equipment must be replaced in the course of a disaster recovery, Tecnica can provide procurement assistance and recovery services out with the scope of the Managed Services on a T&M basis. Including replacement, relocation and/or reinstallation in respect of Customer Site Equipment borne by the Customer.

Each party warrants that it shall comply with standard DPA terms when performing its respective obligations under the Service Agreement.

To the extent that Tecnica (as Data Processor) processes Personal Data on behalf of the Customer (as Data Controller), Tecnica will:

1. process such Personal Data only in accordance with the Customer's instructions or as required by law or regulation;
2. take appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful processing and accidental loss, destruction, alteration or disclosure;
3. ensure that, having regard to the state of technological development and their cost of implementation, those measures ensure a level of security appropriate to (1) the harm that might result from such processing, loss, destruction or damage; and (2) the nature of such Personal Data; and,
4. promptly inform the Customer if it receives a request or notice from a data subject seeking to exercising his or her rights under the DPA in respect of such Personal Data, and (at the Customer's cost) comply with the Customer's reasonable instructions with respect to that request or notice.

The Customer instructs Tecnica to take such steps in the processing of Personal Data on its behalf as Tecnica reasonably considers necessary to the performance of its obligations under the Service Agreement.

Tecnica will ensure that the Customer is informed of any subcontractor to which it delegates the processing of Personal Data on behalf of the Customer is bound by a written agreement imposing on the subcontractor obligations equivalent to those set out in this clause 20.

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21. INTELLECTUAL PROPERTY

Any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, source code, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists, working practice, resolution, procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, applications and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

22. CONFIDENTIALITY

Each party (Customer & Tecnica) undertakes to the other that, except authorised in writing by the other, it shall, at all times:

1. Keep confidential all Confidential Information disclosed to it by the other party;
2. Not disclose any such Confidential Information to any other person;
3. Not use any such Confidential Information for any purpose other than as contemplated by the Contract; and,
4. Ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that party, would be a breach of this clause 22.

The Customer acknowledges that Tecnica's Confidential Information includes any designs, plans, software or other materials created by Tecnica in connection with the Services.

Tecnica acknowledges that the Customer's Confidential Information includes the Customer Data.

The provisions of this clause 22 shall continue notwithstanding the termination of the Service Agreement for any reason.

23. FAIR USE POLICY

Fair Usage defines reasonable and acceptable use of our managed IT services and associated services. The purpose of this Policy is to ensure consistent service quality, predictable support delivery, and fair allocation of resources across all clients.

This Policy forms part of the Managed Services Agreement (MSA) and Service Level Agreement (SLA) scope.

Fair Use applies to all managed services provided by the Provider, including but not limited to:

1. ServiceDesk and technical support
2. Server, network, and endpoint management
3. Cloud and backup services
4. Security monitoring and patch management
5. Remote and onsite support
6. Managed Microsoft 365 / Google Workspace services
7. Monitoring, maintenance, and reporting tools.

Fair Use refers to a level of unlimited service consumption in relation to scale that is consistent with:

1. Industry standards for managed IT services
2. The Client's subscribed service plan
3. Normal business operations of the Client
4. The assumptions used to price the managed services.

Services are designed to support routine operational IT needs, not continuous high-volume, project-based, or emergency-only usage. Unless otherwise stated in the service agreement, fair use generally includes:

1. Reasonable volume of ServiceDesk tickets per user per month Aligned to business scale.
2. Standard troubleshooting, maintenance, and configuration tasks
3. Incident response during supported hours
4. Remote support for supported devices and users
5. Proactive monitoring and preventative maintenance.

We do not impose a strict ticket limit but reserves the right to review usage patterns. The following may be considered excessive or outside fair use:

1. Repeated support requests caused by unresolved user behaviour or ignored recommendations
2. Frequent password resets due to poor internal processes
3. Continuous high-priority or emergency tickets without operational justification

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4. Excessive after-hours or weekend support requests
5. Support requests caused by unsupported software, hardware, or systems
6. Ongoing issues resulting from the Client declining recommended fixes or upgrades
7. Requests related to third-party changes, migrations, or new deployments
8. Excessive service, compute, storage or bandwidth resource utilisation.

Unless explicitly included in writing, the following are out of scope:

1. New system implementations or major infrastructure changes
2. Office moves or large hardware rollouts
3. Software development or custom scripting
4. End-user training beyond basic usage guidance
5. Compliance audits, legal discovery, or forensic investigations unless incorporated in SOC services
6. Support for personal devices (BYOD) unless agreed upon
7. Third-party vendor disputes or unsupported platforms
8. These services may be billed as project work or time and materials.

After-hours, weekend, and holiday support is considered outside standard fair use unless:

1. Specifically included in the Client's plan, or
2. Covered under an emergency support agreement
3. Such support may be billed at premium rates as outlined in the service agreement.

To maintain fair usage, the Client agrees to:

1. Provide accurate and timely information
2. Maintain supported hardware and software
3. Follow Provider recommendations for security and stability
4. Assign an internal point of contact for IT requests
5. Ensure users follow acceptable use and security policies
6. Failure to meet these responsibilities may result in increased support requirements and additional charges.

The Provider reserves the right to:

1. Monitor service usage trends
2. Review ticket volume, response times, and support patterns
3. Notify and charge for excessive or abnormal usage.

If usage consistently exceeds fair use, we may:

1. Recommend a plan upgrade
2. Propose additional fees
3. Convert recurring issues into a billable project.

Continued excessive usage without remediation may result in the following enforcement:

1. Service limitations
2. Reclassification of services as billable
3. Amendment of the service agreement
4. Tecnica will make reasonable efforts to communicate concerns before enforcement.

CONFIDENTIALITY STATEMENT:

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