

H3O DIGITAL TERMS & CONDITIONS

G-CLOUD 15

In these conditions:

“Completion” means the fulfilment of a Customer’s Order by H3O Digital Ltd.

“Confidential Information” means data and any information (or copy or part thereof) relating to a party’s proprietary, legal, business or technical matters, including but not limited to Intellectual Property Rights, financial information, operational data, business plans, employee and asset details, lists of customers and all associated customer details, marketing and product plans, software or information ascertainable by the inspection or analysis of samples, whether disclosed in writing, orally or by any other means to one party (“the Receiving Party”) by the other party (or by any third party on its behalf) (“the Disclosing Party”), before or after the date of the Commencement Date.

“Customer” means the business or individual placing an Order with H3O Digital Ltd.

“Contract” means the Customers Order and H3O Digital Ltd.’s acceptance of it under clause 2 subject to these conditions.

“Consultancy Services” means project based professional services provided on a time and materials basis unless stated otherwise.

“Commencement Date” means the date (a) where an Order Confirmation is sent; (b) a Statement of Work is agreed and signed or (c) the date the Goods or Services are first delivered or supplied to the Customer, whichever is the earlier.

“Data Protection Legislation” means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

“Delivery” means the date when the Goods or Services are delivered to the Customer or if the Customer refuses to take delivery of the Goods or Services then the date that H3O Digital Ltd. informs the Customer that the Goods or Services are ready for delivery.

“Developed IPR” has the meaning set out in clause 6.2 of these conditions.

“Documentation” means all materials or products produced by H3O Digital Ltd. (however recorded) including designs, plans, instructions and descriptions, test results and training material to be supplied with the Services.

“Force Majeure” means any circumstances beyond the reasonable control of H3O Digital Ltd., including, but not limited to, acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood or any disaster, strikes or industrial disputes, failure of a utility

service or transport network, storm or adverse weather conditions, failure or default of suppliers or sub-contractors.

“Goods” means any hardware, Third Party Software and other goods supplied by H3O Digital Ltd. to the Customer.

“Invoice Charge” means the total amount payable by the Customer to H3O Digital Ltd. for the supply of Goods and/or Services and excluding delivery and freight costs, VAT and other taxes which shall be added at the relevant charge and excluding any discretionary or additional fees entitled to be charged in accordance with these Conditions.

“Intellectual Property Rights (IPR)” means all right, title and interest in and to the Services (including any deliverables) and all copyright, patent, design rights (in each case whether registered or unregistered) and all documents, data, drawings, specifications, computer programs, object code, know how, source code, network designs, notes, sketches, drawings, reports, improvements, modifications, scripts or other items relating thereto

“Pre-existing IPR” means all Intellectual Property Rights of H3O Digital Ltd. existing prior to the Commencement Date or which arise or are developed otherwise than as a direct result of providing the Services to the Customer.

“Order” means a Customer’s request for the supply of the Goods or Services including the acceptance of a H3O Digital Ltd. quotation, a Customer’s instruction to proceed with the supply of Goods or Services or any other confirmation from the Customer to proceed with an Order which is accepted by H3O Digital Ltd.

“Order Confirmation” means H3O Digital Ltd.’s written acknowledgement of a Customer’s Order.

“Project Closedown Process” the process of system checking signed by H3O Digital Ltd. at the Completion of any project.

“H3O Digital Ltd.” means H3O Digital Limited (Company registration no. 10986998) whose registered office address is Barratt House, 345 Oxford St, London W1C 2JE.

“Services” means the services supplied by H3O Digital Ltd. to the Customer under an Order or Statement of Work

“Standard Working Day” means a standard working day between Monday to Friday, (excluding any UK bank holidays) and a total of 8 hours excluding lunch and travel.

“Statement of Work (SOW)” means a statement of work (if any) signed by the Parties under which H3O Digital Ltd. shall provide Goods and/or Services to the Customer.

“Support Services” means contracted, fixed term agreements for H3O Digital Ltd. to provide support and management services.

“Third Party Software” means the software licensed to the Customer by a third party and which comprises part of the Goods.

“Workers” means an employee, agent, subcontractor or officer of H3O Digital Ltd. or a person contracted and provided by H3O Digital Ltd. to the Customer.

“Working Days” a day when banks in the City of London are open for business.

1.2 Clause headings are for reference only and do not affect its construction or interpretation; “including” and “includes” shall be understood to mean “includes without limitation”. Words importing one gender include the other gender and words importing the singular include the plural and vice versa. Words of a technical nature shall be construed in accordance with general terminology in the computer industry in England.

1.3 These conditions shall:

(a) Apply to and be incorporated in the Contract; and

(b) Prevail over any inconsistent terms or conditions including those contained in or referred to in the customer order, confirmation of order, specification or implied by law, trade, custom, practice or course of dealing.

Delivery and Acceptance

2.1. General

2.1.1. Quotations are only valid in writing for the specified period. If unspecified the quotation shall be valid for 30 Calendar Days.

2.1.2. Orders constitute an offer by the Customer to purchase the Goods/Services subject to these conditions. The Customer must ensure that its Order is complete and accurate. Orders are only binding when accepted by H3O Digital Ltd. in a written Order Confirmation or, if earlier, H3O Digital Ltd. commences the Services or supplies the Goods or otherwise notifies the Customer that such Goods or Services are available for delivery (as applicable).

2.1.3. The Customer must check the Order Confirmation and notify H3O Digital Ltd. of any error immediately in writing otherwise the details stated in the Order Confirmation shall be deemed to form part of the Contract.

2.1.4. H3O Digital Ltd. reserves the right to change Goods or Services where required to an alternative of equivalent functionality and performance.

2.1.5. All delivery dates or periods agreed or stated are approximate only. H3O Digital Ltd. shall not be liable whatsoever for any loss or damage sustained by the Customer as a result of H3O Digital Ltd.’s failure to deliver by such date. If the Customer refuses delivery without H3O Digital Ltd.’s agreement, it must reimburse H3O Digital Ltd. for any consequential expenses, loss or damages. Risk in any Goods and / or Services passes to the Customer upon Delivery.

2.1.6. Delivery and invoicing (part invoice) by instalments may be made by H3O Digital Ltd.

2.1.7. Where H3O Digital Ltd. is required to stage the delivery of any Goods or Services over a period of more than 10 days the cancellation fee at clause 10 shall apply from the date of the first delivery up to and including the date of the final delivery.

2.2. Services:

2.2.1. The provision of H3O Digital Ltd. Consultancy Services will be agreed and scheduled with the Customer subject to 2.1.5 above.

2.2.2. H3O Digital Ltd. Consultancy Services will be scheduled with the Customer and once scheduled the cancellation fee at clause 10.2 shall apply to any cancellations or alterations requested by the Customer

2.2.3. H3O Digital Ltd. Consultancy Services will be deemed to have been accepted by the Customer once signed off using the Project Closedown Process.

2.2.4. The provision of H3O Digital Ltd. Support Services will be provided in line with the support contract start and end dates. These Services will be deemed accepted unless disputed by the Customer in writing within 7 days of the date on which the event giving rise to the dispute took place.

2.3. Goods:

2.3.1. Title to any Goods or any part of the Goods will pass to the Customer on receipt by H3O Digital Ltd. of full payment (in cleared funds) in respect of the Invoice Charge and any other amounts due to H3O Digital Ltd. by the Customer on any account whatsoever. Risk in any Goods will pass to the Customer upon Delivery and the Customer must insure against all risks for the full reinstatement value of the Goods and store the Goods separately and must not modify or sell them. H3O Digital Ltd. may sue for the Invoice Charge and any loss or damage to the Goods until such time as title has passed and reserves the right to enter the Customer's premises and repossess the Goods in relation to a breach of this clause.

2.3.2. When the Customer receives the Goods it must inspect them for any defects or nonconformity and notify H3O Digital Ltd. within 5 working days from the Delivery of the Goods, after which the Customer will be deemed to have accepted the Goods.

2.3.3. If H3O Digital Ltd. agrees to install the Goods the Customer shall in accordance with H3O Digital Ltd.'s instructions prepare its premises and IT equipment or networks prior to delivery of Goods or provision of any Services, including power and communications lines and shall provide H3O Digital Ltd. with reasonable access to the Goods and equipment.

2.3.4. Claims for non-delivery of Goods must be made in writing to H3O Digital Ltd. within five (5) working days from the date of Invoice.

2.3.5. If the Customer fails to take delivery of the Goods or fails to give H3O Digital Ltd. adequate delivery instructions in its Order then, without prejudice to any other right or remedy available, H3O Digital Ltd. may without liability to the Customer:

(i) store the Goods (at the Customers risk and expense) until actual delivery and charge Buyer for the reasonable costs thereof, including insurance costs; or

(ii) terminate the Order forthwith and re sell the Goods.

2.3.6. H3O Digital Ltd. shall communicate a delivery date for any Goods in line with information provided by the H3O Digital Ltd. third party supplier or vendor. If this date changes or is delayed due to supplier or vendor issues then H3O Digital Ltd. will not be held liable whatsoever.

Price and Payment

3.1. Price lists do not constitute an offer by H3O Digital Ltd. to the Customer.

3.2. Subject to any contrary provision in the Order or Statement of Work H3O Digital Ltd. reserves the right to increase or vary a quoted price or the Invoice Charge without the Customers prior consent in accordance with any increase or variance in its own costs including costs of materials, labor, services, transport or changes in exchange rates between the date of the Order and the Delivery and the Customer agrees to pay such additional charges without dispute.

3.3. H3O Digital Ltd. may at its sole discretion establish a credit account for the Customer in which case payment for any Goods or Services due to H3O Digital Ltd. must be paid no later than 30 days after a pre-agreed milestone has been achieved in the project. Where a credit account is not established for the Customer payment is required in cleared funds prior to Completion. Payment is to be made in pounds sterling (£).

3.4. H3O Digital Ltd. reserves the right to issue invoices based on two “trigger points”. Trigger point one shall apply to larger engagements whereby invoicing will span multiple months, therefore invoices will be routinely issued at the end of each month. Trigger point two shall be on delivery of Goods or Services or Completion (at H3O Digital Ltd.’s discretion) whereby invoice/s will be issued immediately thereafter.

3.5. Payment is due within 30 calendar days from the date of invoice.

3.6. If payment is not received within 30 calendar days of the invoice being submitted H3O Digital Ltd. reserves the right

(a) to claim interest at the rate applicable at the time and commercial debt recovery costs in accordance with late payment legalisation, including the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time and;

(b) suspend the delivery of further Goods and / or Service.

3.7. Where any payment remains overdue for more than 20 days H3O Digital Ltd. reserves the right to cancel any unfulfilled Orders or Statement of Work without prejudice to any claim or right H3O Digital Ltd. might otherwise have.

3.8. H3O Digital Ltd. reserves the right to require payment of the Invoice Charge in stages at its discretion.

Working Hours

4.1. H3O Digital Ltd. shall undertake the Services during Standard Working Days

4.2. All Services provided by H3O Digital Ltd. during the Standard Working Days shall be charged at H3O Digital Ltd.’s standard charging rate as outlined in the Order or Statement of Work. If no such rates are set out then H3O Digital Ltd.’s standard charge out rates as set out in its current price list shall apply.

4.3. Any Services agreed to be provided by H3O Digital Ltd. outside of the Standard Working Days shall attract at a discretionary uplift on and in addition to H3O Digital Ltd.’s standard charging rate such uplift to be charged at a premium charging rate. The premium applied to standard rates for additional weekday hours shall be 25%, the premium applied to standard rates for weekend hours shall be 50%, the premium applied to bank holiday hours shall be 50%.

Consultancy Services

5.1. H3O Digital Ltd. will take every care to arrange and agree consultancy dates with the Customer. Once these dates are agreed and confirmed by H3O Digital Ltd. the Customer will be bound by the cancellation clause 10.2. Where H3O Digital Ltd. has agreed a discounted consulting rate for the purchase of volume consulting days the following clauses shall apply:

5.1.1. Volume consultancy days will be agreed based on the total number of days and the expected timeframe for delivery of the days. Unless otherwise agreed all volume consultancy days must be used within 12 months from the date of Order or Statement of Work.

5.1.2. H3O Digital Ltd. will charge for any unused consultancy days on the 12 month anniversary date from the original Order or Statement of Work.

5.1.3. In the instance where an Order or Statement of Work has not been issued or received the above clauses still apply from the date on which the first consultancy day was used.

Intellectual Property Rights (IPR)

6.1. All pre-existing IPR will vest in and remain absolutely the property of H3O Digital Ltd. and nothing in these conditions shall confer any rights on the Customer in respect of such pre-existing IPR.

6.2. Subject to clause 6.6 below the Customer acknowledges and agrees that all IPR in the Services, the Documentation or otherwise arising from or created, produced or developed by H3O Digital Ltd. and the Workers (whether alone or jointly with others) under or in the course of the Contract wherever in the world enforceable, including without limitation all right, title and interest in and to the Services and Documentation ("Developed IPR"), shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of H3O Digital Ltd. The Customer hereby irrevocably and unconditionally assigns to H3O Digital Ltd. and shall ensure that the Customers other officers, employees, agents and contractors assign to H3O Digital Ltd., all right, title and interest in and to the Developed IPR whether existing or future.

6.3. Without prejudice to clause 6.1 above, H3O Digital Ltd. grants the Customer a royalty free, fully paid up, worldwide, perpetual (i.e. for the duration of the related IPR), internally transferable, irrevocable, non-exclusive license to such Pre-existing IPR and Developed IPR as is strictly necessary for the use of the Services and/or Documentation as contemplated under the Contract. Notwithstanding the forgoing and for the avoidance of doubt the Customer shall only be entitled to transfer, transmit, distribute or disclose such Developed IPR and/or Pre-existing IPR internally or to other companies in its group (as defined by the Companies Act 2006) and such IPR shall be treated as Confidential Information.

6.4. The terms and obligations imposed by this Clause 6 shall survive the expiry or termination of the Contract for any reason.

6.5. The Customer agrees, at H3O Digital Ltd.'s request and expense, to take all such actions and execute all such documents as may in H3O Digital Ltd.'s reasonable opinion be necessary to give effect to the assignments and waivers described in Clause 6.2 and to enable H3O Digital Ltd. to obtain, defend or enforce its rights in the IPR (including without limitation by procuring from the Workers and its other employees, agents and contractors all requisite assignments and waivers), and shall not do or fail to do (and shall use its best endeavors procure that to employees, workers, agents, officers or sub-contractors

shall not do or fail to do) any act which would or might prejudice H3O Digital Ltd.' rights under this Clause 6.

6.6. If H3O Digital Ltd. specifically agrees in writing that the Developed IPR shall belong to the Customer then the Developed IPR shall vest in the Customer absolutely and the Customer shall grant to H3O Digital Ltd. a worldwide, royalty free, irrevocable, assignable right and license to use the Developed IPR.

Customer Obligations

7.1. The Customer shall:

(a) Co-operate with H3O Digital Ltd. in all matters relating to the Services and appoint a Customer's project manager, who shall have the authority to contractually bind the Customer on matters relating to the Services;

(b) Provide in a timely manner such access to the Customer's premises, equipment and data, and such office accommodation and other facilities, as is requested by H3O Digital Ltd.;

(c) Provide in a timely manner such information as H3O Digital Ltd. may request, and ensure that such information is accurate in all material respects; and

(d) Be responsible (at its own cost) for preparing the relevant premises for the supply of the Services.

(e) Comply with any pre-requisite obligations specified by H3O Digital Ltd. in any project start up document, scope of work or otherwise.

7.2. If H3O Digital Ltd.'s performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay to H3O Digital Ltd. on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to H3O Digital Ltd. confirming such costs, charges and losses to the Customer in writing.

7.3. If the Customer wishes to change the scope of the Services, it shall submit details of the requested change to H3O Digital Ltd. in writing.

7.4. If the Customer requests a change to the scope or execution of the Services, H3O Digital Ltd. shall, within a reasonable time, provide a written estimate to the Customer of:-

(a) the likely time required to implement the change;

(b) any variations to H3O Digital Ltd.'s charges arising from the change;

(c) the likely effect of the change on the Services or Scope of Works;

(d) any other impact of the change on the terms of the Contract.

7.5. If the Customer wishes H3O Digital Ltd. to proceed with the change, H3O Digital Ltd. has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the scope of works and any other relevant terms of the Contract to take account of the change.

7.6. If H3O Digital Ltd. requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

Confidentiality

8.1. Neither party may use or disclose the other party's Confidential Information or such information reasonably obvious to be confidential except solely in the performance of its own obligations or rights provided under these terms or as provided in clause 8.2.

8.2. Either party may disclose the Confidential Information of the other if:

8.2.1. required to do so by law or any regulatory authority provided that, where lawful, that party promptly notifies the disclosing party of such requirement and co-operates with the disclosing party regarding the manner scope or timing of such disclosure or any action that the disclosing party may take to challenge the validity of any such requirement, and

8.2.2. any other person whose duties reasonably require such disclosure for the performance of the Contract on the strict condition that each such person to whom such disclosure is made is informed of the obligation of confidentiality under these conditions and complies with those obligations as if they were bound by them.

8.3. H3O Digital Ltd. is entitled to use the Customer's name for any reasonable marketing purposes.

Non-Solicitation

9.1. During the term of the Contract and for a period of

(a) 6 months after its expiry or termination or (b) if later, the last day of provision of the Services, the Customer undertakes that it will not without H3O Digital Ltd. prior written consent directly or indirectly solicit or offer employment or engagement to any Worker who at the time of such action or during a period of 12 months immediately preceding such action was directly involved in the provision of Services to the Customer.

Cancellations

10.1. Goods:

10.1.1. No Order for Goods which has been acknowledged by H3O Digital Ltd. may be cancelled by the Customer except with the written agreement of H3O Digital Ltd. and provided always that the Customer indemnifies H3O Digital Ltd. in full against all loss (including loss of profit), costs, damages, charges or expenses incurred by H3O Digital Ltd. as a result of such cancellation.

10.2. Cancellation of Consultancy Services:

10.2.1. If the Customer wishes to cancel an Order or Statement of Work or any part of it for any reason on ten or less working days before the specified delivery date H3O Digital Ltd. reserves the right to charge a cancellation fee at its discretion of 100% of the Invoice Charge.

10.2.2. If the Customer wishes to cancel an Order or Statement of Work or any part of it for any reason less than twenty working days and no more than ten working days before the specified delivery date H3O Digital Ltd. reserves the right to charge a cancellation fee at its discretion of 50% of the Invoice Charge.

10.2.3. If the Customer wishes to cancel the Order or Statement of Work or any part of it for any reason on twenty or more working days in advance of the specified delivery date, then H3O Digital Ltd. reserves the right to charge the Customer for any loss and expense incurred by H3O Digital Ltd. as a result of such cancellation.

10.2.4. An Order or Statement of Work will only be deemed to be cancelled where H3O Digital Ltd. receives written notice of such cancellation detailing those parts of the Order to be cancelled and this must be sent to H3O Digital Ltd.'s registered office address or email address specified in the cancellation clause of the Order or Statement of Work.

10.2.5. The parties agree that the cancellation fee's stated in this clause 10.2 are a genuine estimate of the losses that H3O Digital Ltd. will incur in the event of a cancellation by the Customer.

10.3. Cancellation of Support Services:

10.3.1. If the Customer wishes to cancel a Contract for Support Services or any part of it for any reason H3O Digital Ltd. will require a minimum of three months' notice. The three month notice period will be charged at the full contract value.

10.3.2. An Order for Support Services will only be deemed to be cancelled where H3O Digital Ltd. receives written notice of such cancellation detailing those parts of the Order to be cancelled and this must be sent to H3O Digital Ltd.'s registered office address or email address specified in the cancellation clause of the Order or Statement of Work.

10.3.3. Notwithstanding the Customers cancellation of the Support Services and clause 10.3.1 above any amounts due by the Customer to H3O Digital Ltd. under the Contract for Support Services shall remain payable for the entire duration of the term as set out in the Contract. If a Customer has paid for Support Services in advance no refunds shall be given where a Contract for Support Services is terminated part way through the fixed term set out in the Contract.

Warranties

11.1. Goods and Services:

11.1.1. The Services included in the supply or provision of Goods or Services will be provided with reasonable care and skill.

11.1.2. Unless otherwise agreed in writing the Goods are sold with the benefit of the manufacturer's warranty only (where available) and the Customer's only remedy for breach of that warranty is as stipulated in the relevant manufacturer's terms and conditions.

11.1.3. The warranties set out in this clause 11 are in place of all other express or implied warranty including any implied warranties of satisfactory quality and fitness for a particular purpose. H3O Digital Ltd. does not warrant that the Goods or Services will meet the Customer's requirements or that the operation of the Goods will be uninterrupted or error free. No oral or written communications by or on

behalf of H3O Digital Ltd. shall create a warranty or in any way increase the scope of the warranties given by H3O Digital Ltd.

11.1.4. The warranties given under this clause 11 do not apply to Goods or any part thereof which have:

11.1.4.1. been modified, altered, tampered or repaired in any way while in the Customer's possession custody or control other than in the ordinary course of installation effected in accordance with the installation manual; or

11.1.4.2 been operated other than in accordance with the recommendations of H3O Digital Ltd. or the manufacturer not been maintained or used in accordance with the manufacturers guidelines or good industry practice.

11.2. Services:

11.2.1. Where H3O Digital Ltd. Consultancy Services have been delivered and accepted then H3O Digital Ltd. will warranty the Services provided for a period of 14 days post acceptance. This relates specifically to work delivered within the Order or Statement of Work only.

Returns

12.1. Goods:

12.1.1. H3O Digital Ltd. retains the right at its sole discretion whether to accept the return of any defective Goods or whether to repair any Goods or issue a credit note in respect thereof.

12.1.2. If H3O Digital Ltd. agrees to accept returned Goods such Goods must be complete unused and in resalable condition along with the original packaging manuals and accessories unless otherwise agreed.

12.1.3. Where H3O Digital Ltd. agrees to accept Goods returned as a condition of the manufacturer's warranty the Customer must request a Returns Code from H3O Digital Ltd. and this must be marked clearly on the returned Goods.

12.1.4. The Customer shall be responsible for all costs incidental to the return of the Goods including insurance and carriage and such returned Goods shall remain the risk of the Customer during transit. H3O Digital Ltd. does not accept liability for any Goods lost or damaged during transit. The Customer shall be responsible for proving safe delivery.

12.1.5. On receipt of the returned Goods H3O Digital Ltd. shall test the Goods against the stated fault if any. If no fault is located and the Goods are in full working order it shall be returned to the Customer at the Customer's expense.

12.1.6. Returned Goods found to be defective which are consequently replaced by H3O Digital Ltd. shall become the absolute property of H3O Digital Ltd.

12.1.7. H3O Digital Ltd. shall have no liability to accept the return of Goods (or to otherwise repair or alter a credit note in respect thereof) where Goods have been made use of following notification to H3O Digital Ltd. that such Goods are defective.

Freedom of Information

13.1. These conditions are entirely without prejudice to the obligations of the Customer under the provisions of the Freedom of Information Act 2000 (including any subordinate legislation made under such Act and any Codes of Practice and/or Guidance issued by the Information Commissioner or any relevant Government Department) (“the Act”) and any disclosure of Confidential Information by the Customer pursuant to an obligation under the Act shall not be a breach of these conditions.

Limitation of Liability – H3O Digital Ltd.

14.1. The following provisions set out the entire financial liability of H3O Digital Ltd. (including without limitation any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

14.1.1. Any breach of the Contract howsoever arising;

14.1.2. Any use made by the Customer of the Services, the Goods, the Documentation or any part of them;

14.1.3. Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.

14.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

14.3. Nothing in these conditions excludes the liability of H3O Digital Ltd.:

(a) for death or personal injury caused by H3O Digital Ltd.’s negligence;

(b) for fraud or fraudulent misrepresentation;

(c) for any other matter for which it would be illegal to try to exclude liability for.

14.4. Subject to condition 10.4 and condition 10.3

(a) H3O Digital Ltd. shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:- (iii) loss of profits; or (iv) loss of business; or (v) depletion of goodwill or similar losses; or (vi) loss of anticipated savings; or (vii) loss of goods; or (viii) loss of contract; or (ix) loss of use; or (x) loss or corruption of data or information; or (xi) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses

(b) H3O Digital Ltd.’s total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to:

(i) the price actually paid by the Customer for the Services in any 1 year; or

(ii) £50,000 whichever is the lesser.

Limitation of Liability – Customer

15.1. The Customers' liability in contract (but not in respect of any indemnities), tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation, restitution or otherwise arising in connection with the Contract shall be limited to:

(a) £50,000; or

(b) the total Invoice Charge in respect of the Contract plus VAT whichever is the greater.

Data Protection Act 1998

16.1 H3O Digital Ltd. may obtain, use, process and disclose personal data about the Customer in order that H3O Digital Ltd. may discharge the Services agreed between the parties and for other related purposes including updating and enhancing client records, analysis for management purposes, statutory returns, crime prevention and legal compliance. The Customer has the right under Data Protection Legislation, to the data H3O Digital Ltd. will hold.

Termination

17.1. H3O Digital Ltd. may terminate the Contract immediately by serving the other party with a written notice if:

17.1.1. the Customer commits any material breach of these conditions which if capable of remedy is not remedied within 30 days of H3O Digital Ltd. providing the other with a written notice specifying the breach and requiring its immediate remedy; or

17.1.2. a resolution is passed or a petition presented or an order made for winding up of the Customer (except for the purpose of a bona fide reconstruction or amalgamation) or if an application is made for the appointment of an administrator or the Customer becomes subject to an administration order or a receiver or administrative receiver is appointed over its property or assets, or it becomes insolvent or would be taken as insolvent under Section 123 of the Insolvency Act 1986 or is dissolved or otherwise threatens or ceases to carry on business.

17.1.3. H3O Digital Ltd. reasonably believes the Customer is about to experience any of the events specified at 17.1.2.

17.1.4 H3O Digital Ltd. Workers are deemed to be inside IR35.

17.2. H3O Digital Ltd. may terminate the Contract immediately by serving the Customer with a written notice if the Customer fails to pay any invoice within 30 days of receipt.

17.3. On termination of the Contract for any reason each party shall return or delete any of the other party's Confidential Information and provide the other party with a written notice certifying compliance with sub-clause 8.2.

17.4. Where the Customer has subscribed to H3O Digital Ltd. Support Services then notwithstanding termination of the whole Contract, the Customer shall be liable to pay the charges for the entire term set out in the Contract and clause 10.3 shall apply accordingly.

Discrimination

18.1. Both Parties shall not unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003 or any statutory modification or re-enactment thereof or any other Law relating to discrimination in employment.

Force Majeure

19.1. H3O Digital Ltd. will not be in breach of these conditions or otherwise liable to the Customer for any delay in the performance or any non-performance of any obligations under the Contract (and time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to Force Majeure.

Compliance with relevant requirements

20.1. H3O Digital Ltd. and the Customer shall;

20.1.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;

20.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

20.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, to ensure compliance with the Relevant Requirements will enforce them where appropriate;

20.1.4. provide such supporting evidence of compliance as H3O Digital Ltd. may reasonably request.

20.2. Breach of this clause 20 shall be deemed a material breach.

20.3. For the purpose of this clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6 (5) and 6 (6) of that Act and section 8 of that Act respectively.

General

21.1. These Conditions set out the entire agreement and understanding between the parties in connection with its subject matter. In particular, the Customer acknowledges that these conditions supersede any previous agreement between the parties and represents the entire understanding between the parties and the Customer acknowledges and agrees that it has not entered into the Contract in reliance upon any representations, agreement, statements, replies to specific enquires made or alleged to have been made by H3O Digital Ltd. at any time provided that nothing in these conditions shall affect the liability of either party in respect of any misrepresentation warranty or condition that it makes fraudulently.

21.2. These Conditions may not be amended modified varied or supplemented except by written agreement signed by or on behalf of both parties.

21.3. Failure by either party to exercise or enforce any rights or the giving of any forbearance delay or indulgence will not be construed as a waiver of its rights under the Contract or otherwise.

21.4. If any part of these conditions shall be found to be unlawful, void or voidable it shall be severed from the Contract and shall not affect the validity or enforceability of the remainder of these conditions.

21.5. Each party shall ensure that in the performance of its obligations under the Contract it will at all times comply with the Data Protection Act 1998.

21.6. These conditions insofar as they have not been performed at or are capable of taking effect after shall remain in full force and effect notwithstanding Termination.

21.7. Notices under these conditions shall be in writing and delivered personally or sent by first class pre-paid recorded delivery to the other party's registered office address or such other address as a party may from time to time specify. Notices sent in accordance with this clause 21.7 shall be deemed to be delivered 48 hours (excluding Saturdays, Sundays and public holidays) after posting.

21.8. Nothing in these conditions shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

21.9. These conditions shall be interpreted and operated in accordance with the Law of England and the parties submit themselves to the jurisdiction of the English Courts.