

TERMS & CONDITIONS

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (“**Terms and Conditions**”) between Synapse Consulting Limited and Synapse Consultants Limited (together “**Synapse360**”) and the entity purchasing products from Synapse360 (“**Buyer**”) govern the sale, license, resale and distribution, as applicable, of third-party vendor (“**Vendor**”) hardware, products, services and software (including all open source licensed or distributed by a Vendor, or incorporated into any Vendor software) and Synapse360 services, which consist of a variety of services sold and/or performed by Synapse360 (as opposed to third-party vendor services resold by Synapse360) (“**Synapse360 Services**”) (collectively “**Products**”) by Synapse360 to Buyer. Synapse360’s principle third-party Distributor (“**Distributor**”) requires Synapse360 to pass-through terms for the Product to resellers and end users. By purchasing the Product from Synapse360, Buyer agrees to these Vendor pass-through terms, which are located at <https://tdcontent.techdata.com/reseller/secure/commerce/promos/vendor-pass.aspx>.

1. ACCEPTANCE OF PURCHASE ORDERS

Acceptance: Buyer accepts these Terms and Conditions through any of the following, whichever occurs first: (a) Buyer submits a purchase order or signed Synapse360 Service Order (“**SO**”), whether electronically, by phone, or in writing (“**Order**”) to Synapse360; (b) Buyer provides written acknowledgment; (c) Buyer accepts any shipment of any Products; or (d) Buyer performs any other act or expression of acceptance. All Orders are subject to Synapse360 acceptance, which may occur in writing, Electronic Data Interchange (“**EDI**”) acknowledgment, or execution of the Order. Acceptance is expressly limited to these Terms and Conditions in their entirety without addition, modification or exception. Synapse360 rejects any term, condition, or proposal submitted by Buyer (whether oral or in writing) which are inconsistent with or in addition to these Terms and Conditions. Synapse360’s silence or failure to respond to any subsequent or different term, condition, or proposal shall not be deemed to be Synapse360’s acceptance. Buyer may not change, cancel, or reschedule orders for Products without Synapse360’s prior written consent.

Quotations: Quotes from Synapse360 are applicable for the period specified in the quote. Synapse360 reserves the right to allocate the sale of Products among its buyers. Unless otherwise agreed to in writing by Synapse360, quotes are invitations to tender and are subject to change at any time without notice. All information relating to Synapse360 pricing is proprietary and confidential and Buyer will keep such information confidential.

2. DELIVERY

Shipping Policy: Unless otherwise agreed in writing, Synapse360 will deliver or arrange to deliver the Products in accordance with the Distributor’s shipping policy in effect on the date of shipment. Our Distributor’s shipping policy can be found at <https://tdcontent.techdata.com/content/service/delivery/freight.aspx>. The delivery address will be agreed at the point of sale, and explicitly cited on Synapse360’s Statement of Works (“**SoW**”).

Transfer of Title: Title to the Products and all risk of loss or damage with respect to the Products, except software or services, shall pass to Buyer upon delivery to the location as cited on the SoW. If

Delivery Information: Delivery is subject to Synapse360's receipt of all necessary information and documentation from Buyer including all import certificates, exemption or resale certificates, licenses, and other documents required from Buyer for export of the Product. Buyer shall notify Synapse360 of any claimed shortages or rejections of delivery per the requirements stated in the Distributors' then current return policies located at https://tdcontent.techdata.com/content/service/custrelat/cs_retrn.aspx ("Return Policies") and must meet all other requirements of the Distributor as stated in the Return Policies. Buyer shall provide such notice in writing and with reasonable detail, stating the grounds for any such rejection. Buyer's failure to give such notice within the time specified is deemed an acceptance in full of any such delivery.

3. SYNAPSE360 SERVICES

Limited Synapse360 Services Warranty: Synapse360 warrants that Synapse360 Services will be performed in a reasonable and workmanlike manner. To the extent permitted by law, Synapse360 makes no other warranty, express or implied, such as warranty of merchantability, fitness for purpose or non-infringement. Buyer's sole remedies for breach of this Limited Synapse360 Services warranty are, at Synapse360's sole discretion, to: (i) re-perform the Synapse360 Services, or (ii) refund the portion of the fees paid by Buyer that relate to the non-conforming Synapse360 Services.

Exclusive Remedy: THIS SECTION STATES Synapse360'S ENTIRE LIABILITY FOR WARRANTY CLAIMS FOR Synapse360 SERVICES. BUYER MUST NOTIFY Synapse360 IN WRITING OF ANY ALLEGED BREACH OF WARRANTY NO LATER THAN THIRTY (30) DAYS AFTER COMPLETION OF THE APPLICABLE Synapse360 SERVICES. TO THE EXTENT PERMITTED BY LAW, Synapse360 MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SUCH AS WARRANTY OF MERCHANTABILITY, FITNESS OR PURPOSE OR NON-INFRINGEMENT. Synapse360 DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, STATUTORY OR OTHERWISE. IN PARTICULAR, Synapse360 DOES NOT WARRANT THAT SOFTWARE PROVIDED BY Synapse360 IS UNINTERRUPTED OR ERROR-FREE.

4. PRICE AND PAYMENT

Additional Fees: Synapse360's prices stated on invoices and quotations are for Products only and do not include applicable taxes (such as sales, use, value-added, and similar taxes), as well as import or customs duties, license fees, freight (except as otherwise provided in Synapse360 shipping policy) and any other similar charges, however designated or levied on the sale or delivery of the Products or measured by the purchase price paid for the Products ("Additional Fees"). Buyer is responsible for all Additional Fees. Synapse360 shall invoice Buyer for all taxes applicable to sales of the Products, itemized by type and jurisdiction, which Synapse360 is required by law to collect from Buyer. Exemption certificates must be presented to Synapse360 at time of order if they are to be honored.

Payment Terms: Payment is due 30 days after invoice, or as otherwise stated on Synapse360's invoice without offset or deduction for withholding taxes or any other fees. Synapse360, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices will bear interest at an amount equal to 1% above the Bank of England Base Rate of Interest, of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), starting on the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, cancellation of Orders, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods, and termination of any one or more sales agreements. At any time, Synapse360 may change the terms of Buyer's credit. Synapse360 may apply payments to any of Buyer's accounts. Notwithstanding any "net" payment provisions specified on the invoice, Synapse360 shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Synapse360 at any time and without prior notice. Prior to accepting an Order, Synapse360 may require Buyer to grant Synapse360 a security interest in the Product, plus all accounts resulting therefrom as a condition of accepting an Order. Buyer agrees to execute a Security Agreement in a form acceptable to Synapse360, and Buyer authorizes Synapse360 to file financing statements as Synapse360 deems appropriate to perfect and/or continue Synapse360's purchase money security interest therein.

Collections: If Synapse360 engages an attorney or collection agency for the purpose of collection, or enforcing Synapse360's security interest in the Products, with or without litigation, Buyer shall pay any and all associated costs, including and without limitation, attorneys' fees and costs (whether incurred prior to, during, or subsequent to trial), collection, bankruptcy, or other creditor's rights proceedings. Synapse360 reserves the right to effect a recoupment, to set off of any funds due at any time to Buyer from Synapse360, and to set off any amounts against amounts owed by Buyer to Synapse360.

Currency: If a sale is to occur (or the Product is to be shipped) outside of the United Kingdom, Buyer acknowledges and agrees that the amount due Synapse360 shall be paid in Great British Pounds Sterling. Any payment by Buyer in local currency or the receipt by Synapse360 of local currency as a consequence of enforcement procedures against Buyer will be deemed (a) an authorization for Synapse360 to use that local currency to purchase Great British Pounds Sterling or, (b) if such purchase is prohibited by local law, an authorization to purchase appropriate bonds or other instruments and export them from the Buyer's country in order to convert the currency into Great British Pounds Sterling and apply the proceeds to the payment of any amounts owed to Synapse360 by Buyer. Buyer is responsible for any deficiency as a result of conversion of payment into Great British Pounds Sterling.

5. RETURN

Returns: Synapse360 does not accept returns. As an Authorised Reseller we may offer back-to-back returns on behalf of a Vendor, AT THE SOLE AND EXPLICIT DISCRETION OF A VENDOR. If the Vendor's policy is no returns, Synapse Consultants Limited's return policy is no returns. No returns will be considered after the 30 days following the sooner of; completed delivery of goods, or; the date of the invoice,.

Hazardous Materials

Lithium Batteries: Recalled Lithium batteries or lithium batteries that are known or suspected

to be defective or damaged present a high safety risk to personnel and property and are not permitted to be returned to Synapse360 facilities under any circumstances. Packaging and Labeling of Dangerous Goods: Items identified as dangerous goods for transport need to be packaged, marked and labeled according to local and global regulations for the transport of Dangerous Goods including, but not limited to, IATA, IMDG, DOT, ADR. These items may include but are not limited to: Lithium Batteries, Magnetic Materials, Aerosols or Pressurized Gas, and other materials that can pose a risk to property and life.

6. DISCLAIMER OF WARRANTIES

Disclaimer of Warranties: Notwithstanding any right to return defective products under Synapse360's Return Policy as specified in Section 5 or the limited Synapse360 Services Warranty as specified in Section 3, Synapse360 makes no representations or warranties of any kind with respect to the Products, including but not limited to Product information. Synapse360 HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. Synapse360 WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST, OR EXPENSE FOR BREACH OF WARRANTY. Except for the limited Synapse360 Services Warranty as specified in Section 3, any product warranties applicable to the Products shall be provided by the Vendor. Buyer shall not make any representations and warranties on behalf of Synapse360 or the Vendor.

7. LIMITATION OF LIABILITY

Limitation of Liability: SUBJECT TO THE LIMITATIONS OF SECTIONS 5 AND 6, Synapse360'S LIABILITY FOR DAMAGES ARISING UNDER THESE TERMS AND CONDITIONS, OR WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL: (1) BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES; AND (2) WILL NOT EXCEED THE NET AMOUNT PAID TO Synapse360 BY BUYER FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM. Synapse360 SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, COSTS OF COVER, OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF Synapse360 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY APPLIES WHETHER ANY CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

8. AUTOMATIC RENEWALS AND RECURRING SERVICES

Automatic Renewals and Recurring Services: For Products made available on a subscription or recurring term basis ("Subscriptions"), Buyer agrees that Synapse360 may invoice Buyer for automatic renewals and Subscriptions, using Buyers initial purchase order

number as authorization for subsequent invoices until Buyer properly cancels the applicable Subscription. Buyer further agrees to notify end users of the applicable renewal Subscriptions and payments due and acknowledges that Buyer's obligation to pay is not conditioned on: (a) Synapse360's invoice for Products, (b) Buyer's placement of a renewal purchase order, or (c) Buyer's receipt of a renewal order from its customer. In the event that a Synapse360 Master Services Agreement ("MSA") or SO is in place, those terms take precedence on the related recurring services.

9. BUYER'S OBLIGATIONS

Compliance with Laws: Buyer represents and warrants that it will comply with all applicable laws, codes, directives, ordinances, and regulations. Buyer further acknowledges and agrees that the Products are subject to the export control laws and regulations of the United Kingdom. Buyer shall not, without prior U.K. government authorization, export, reexport, or transfer any Products, either directly or indirectly, to any country subject to a UK trade embargo, or to any resident or national of any such country, or to any person or entity listed as subject to financial sanctions in the UK. In addition, Buyer may not export, re-export, or transfer Products to an end-user engaged in activities related to weapons of mass destruction. Such activities include, but are not necessarily limited to, activities related to the design, development, production, or use of: (1) nuclear materials, nuclear facilities, or nuclear weapons; (2) missiles or support of missiles projects; (3) chemical or biological weapons; and 4) life support systems, human implantation, or any other application where Product failure could lead to loss of life or property damage.

Vendor Restrictions: Buyer acknowledges and agrees that some Product sales are limited to a specified territory and shall not sell Products outside that territory. Such sales may constitute copyright or trademark infringement. Products purchased by Buyer may also be subject to additional usage restrictions or authorizations or terms and conditions imposed by the Vendor. Buyer is responsible for ensuring compliance with any such restrictions, authorizations or terms and conditions. Buyer shall comply with any applicable rights of third parties regarding Products, including software or other intellectual property, such as patents, copyrights, and user licenses.

Anti-Bribery Anti-Corruption: Buyer agrees it has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment of, any money or anything of value in an effort to influence any government official or any other person in order to improperly obtain or retain business or gain an improper business advantage, and has not accepted, and will not accept in the future, any such payment.

Software: Software is the machine-readable (object code) version of computer programs ("Software"). Buyer shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from the Software or permit or encourage any third-party to do so. Buyer's use of Software and any related documentation is governed by the Software's applicable license agreements. Software embedded in or bundled with hardware must be used solely with the device for which it was intended and may not be transferred separately. Buyer authorizes Synapse360 to accept, on Buyer's behalf, any end-user license agreement, or similar agreement for Products. Buyer shall secure this same authority from its end user. Synapse360 has no obligation to accept any end-user license agreements but may use its sole discretion to

exercise its authority. Buyer acknowledges that Vendor or Vendor's third-party licensors will provide any license required to use the Product and not Synapse360.

Records and Audit: Buyer shall keep complete and accurate books and records for seven (7) years from the date of the purchase or longer if required by applicable law. Buyer will allow Synapse360 to audit records related to transactions under these Terms and Conditions.

Refunds: Buyer will reimburse to Synapse360 any funds Synapse360 has provided to Buyer as a pass-through from the Vendor ("**Pass-Through Funds**") in the following instances: (1) Synapse360 is obligated to return the Pass-Through Funds to the Vendor, or (2) Synapse360 provided the Pass-Through Funds to Buyer but did not receive the Pass-Through Funds from the Vendor. These Pass-Through Funds include but are not limited to discounts, fees, and marketing funds. Synapse360 may also recover such Pass-Through Funds by offsetting any amounts due to Buyer from Synapse360.

Notices and Communications: Buyer consents to receive all communications from Synapse360 or Vendor regarding Products and shall promptly notify Synapse360 in writing of all changes to Buyer's name, address, and control/ownership of its assets. Additionally, Buyer consents to allow Synapse360 to contact Buyer's end users regarding Products.

Indemnification: Buyer will indemnify, defend, and hold Synapse360 harmless from and against any and all liabilities, losses, and damages (including but not limited to, reasonable attorney's fees, and costs of establishing rights to indemnification) for any claim including: (i) breach by Buyer of any warranty, representation, or covenant under these Terms and Conditions; (ii) breach or violation by Buyer of any agreement with a Vendor or the rights of a Vendor, respectively; (iii) non-compliance with requirements of these Terms and Conditions; or (iv) claims arising from Buyer's negligence or willful misconduct; or (v) claims arising from (1) Synapse360's compliance with Buyer's designs, specifications or instructions; (2) modifications of any Product by anyone other than Synapse360; or (3) use or sale of Products in combination with other products or in violation of the Vendor's applicable specifications and/or documentation.

10. GENERAL

Entire Agreement: These Terms and Conditions constitute the entire agreement of the parties with respect to all sales by Synapse360 to Buyer, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the parties. Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party. No other agreement, statement or promise modifies these Terms and Conditions unless it is in writing and signed by both parties. Any Synapse360 waiver or default of one or more of these Terms and Conditions is not a waiver of the remaining Terms and Conditions or of any future defaults. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of its rights.

Governing Law and Venue: Any provision of these Terms and Conditions that is prohibited or unenforceable under the laws of the United Kingdom shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these Terms and Conditions. These Terms and Conditions are governed by the laws of the United Kingdom notwithstanding any choice of law provisions. The venue for

any disputes arising out of these Terms and Conditions shall be at Synapse360's sole discretion, providing the courts have proper jurisdiction at Buyer's location. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

Force Majeure: Synapse360 is not liable for failures to perform (including, without limitation, delays in delivery) due to causes beyond its reasonable control (for example, acts of nature, acts or omissions of Buyer, operational disruptions, man-made or natural disasters, acts of war, government interference, epidemic medical crises, materials or Product shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labour, materials or Products through regular sources).

Data Protection and Personal Information: Buyer acknowledges that end user personal information is necessary for end users to access or use certain Products. Buyer agrees to provide such personal information as requested by the Distributor or the Vendor to both Synapse360, the Distributor, and / or the Vendor. Buyer represents and warrants that Buyer, will comply with applicable data protections laws, including providing notice and properly obtaining the consent of the end user to provide said personal information to Synapse360 and the Vendor for the purpose of fulfilling the transaction.

Trademarks: Buyer will not use Synapse360's name, logos, trademarks, or other intellectual property rights without Synapse360's written consent. Buyer grants Synapse360 the limited right to use its logos and trademarks in any marketing and promotional materials associated with these Terms and Conditions.

Accurate Information: Buyer represents and warrants that the information provided in any documents to Synapse360 will be true and correct in all material respects and contains all information necessary so that the information is not materially misleading. Buyer acknowledges that Synapse360 is relying on the accuracy of the information provided by Buyer.

Assignment and Survival of Obligations: Buyer may not assign these Terms and Conditions without Synapse360's prior written consent. Synapse360 may, without Buyer's consent, assign these Terms and Conditions, including all its amendments, attachments and addenda, and its rights and obligations to its successors, assigns or a purchaser of all or substantially all of its assets. All benefits of the contract will endure to the benefit of the assignee. Buyer may purchase from any Synapse360 or Manx Telecom Group entity pursuant to these Terms and Conditions. All obligations under these Terms and Conditions that by their nature extend beyond termination, including without limitation all monetary obligations of either party to the other under these Terms and Conditions, will survive termination, remain in effect and bind all successors and assigns.

Independent Contractors. The Parties will act as independent contractors in the performance of these Terms and Conditions and neither Party shall act as agent for or partner of the other Party.

Confidentiality Each party acknowledges that during performance of its obligations pursuant to these Terms and Conditions, it may obtain certain information specifically marked as confidential or proprietary. Each party hereby agrees that all such information disclosed to it

by the other party, its parent, affiliates, subsidiaries, whether before or after the effective date, shall be and was received in strict confidence, shall be used only for purposes of these Terms and Conditions, and shall not be disclosed without the prior written consent of the other party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond either party's reasonable control. The provisions of this Section 10 shall survive for a period of one (1) year after the date of such disclosure.