

INTEC GROUP GENERAL TERMS AND CONDITIONS

July 2025

I. Definitions and Interpretation

I.1. Definitions:

Agreement: the agreement between inTEC and the Customer for the supply of the Services, comprised of: (i) the Order Form; and (ii) the Agreement Terms.

Agreement Terms: together, the Basic Order Terms, the Conditions, the Service-Specific Terms (if any), the Third Party Terms (if any) and the Schedules referred to in or attached to the Order Form (if any) (**Schedules**).

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00am to 5.00pm on any Business Day.

Charges: the charges payable for the Services, as set out in an Order Form, and adjusted from time to time based on the terms of the Agreement

Commencement Date: as defined in clause 2.3.

Conditions: these terms and conditions, as amended from time to time in accordance with clause 12.6.

Customer: the person or firm who purchases the Services from inTEC, as specified in the Order Form.

Customer Materials: all materials, information, specifications and data supplied or made available by the Customer to inTEC.

Deliverables: all documents, information, products and materials developed by inTEC or its agents, subcontractors or personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Equipment: means the physical equipment, (or virtual equipment and virtual machines in the case of cloud infrastructure), listed in the relevant Order Form or Service-specific terms (if any), or otherwise agreed by inTEC from time to time which are to be the subject of the Services

Enhancement: means the addition to the Equipment of memory, co-processors, optional cards, manufacturer's modifications and/or any other changes to the technical specifications or configuration of the Equipment.

Goods and One-off Licences: any physical goods or one-off software licences that form part of the Services as outlined in the Order Form.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company; where **holding company** and **subsidiary** shall bear the meaning given to those terms in section 1159 of the Companies Act 2006.

inTEC: the specific inTEC group entity or entities who supply the Services to the Customer, as specified in the Order Form.

inTEC Equipment: any equipment, including tools, systems, cabling or facilities, provided by inTEC to the Customer and used directly or indirectly in the supply of the Services.

inTEC IPRs: all intellectual property rights subsisting in the Deliverables (excluding any Customer Materials incorporated in them) and/or otherwise used by inTEC in the performance of the Agreement.

Minimum Charges: the minimum value of the charges for the Recurring Services, initially equal to the Charges set out in the Order Form and adjusted for the Renewed Service Term in line with these Conditions.

Notice Period: the Notice Period associated with any Service as stated in the Basic Order Terms, Order Form and/or Service-specific Terms.

Parties: together the Customer and inTEC, and **Party** shall be construed accordingly.

Professional Services: any professional services provided by inTEC as outlined in the Order Form or otherwise agreed with inTEC from time to time. This includes, but is not limited to, the design, delivery, configuration, installation, implementation, integration, and/or consultancy relating to IT systems, infrastructure, software, or services. Professional Services work is typically delivered on a time-and-materials or fixed-fee basis, subject to a separate Statement of Work and Order Form, and may include the provision of deliverables, milestones, and acceptance criteria as agreed between the parties.

Recurring Services: means any recurring services as outlined in the Order Form.

Order Date: the date of the relevant Order Form from which the Agreement comes into effect.

Order Form: the signed order form or quote issued by inTEC to the Customer in respect of the Services.

Service-Specific Terms: additional terms and conditions applicable to the Services, as attached to, included in or otherwise incorporated by reference to an Order Form.

Service Commencement Date: the date from which inTEC begins providing the Services as outlined in the Basic Order Terms.

Service Term: the applicable Initial Service Term as outlined in the Order Form or the effective Renewed Service Term at any given point.

Services: the Goods and One-off Licences, Recurring Services and Professional Services described in the Order Form, excluding any Third Party Services.

Software: means the software listed in the relevant Order Form or Service-specific terms (if any), or otherwise agreed by inTEC from time to time which are to be the subject of the Services.

Term: the period for which the Agreement shall continue, as set out in the Order Form.

Third Party Services: the third party goods and/or services (as applicable) set out or referenced in an Order Form.

Third Party Terms: the obligations and other terms attached to, included in or otherwise incorporated by reference to an Order Form, with which the Customer agrees to comply, as such may be amended by the supplier of the Third Party Services from time to time.

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

Upgrades: means an Enhancement or alteration of the Equipment or an alteration to the technical specification of the Software.

Interpretation:

1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of the Agreement.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.4 References to clauses are to clauses of the Conditions, references to Schedules are to the Schedules of the Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Basis of contract

2.1. The Order Form constitutes an invitation by inTEC to provide Services in accordance with the Order Form, these Conditions, any Schedules and any Service-Specific Terms (**Invitation**). The Customer shall provide inTEC with as much information as inTEC reasonably requests in order to prepare an Order Form for the Services requested.

2.2. If the Customer wishes to accept the Invitation, it shall sign the Order Form, at which point the Customer shall be deemed to have made an offer to purchase the Services in accordance with the Invitation.

2.3. Any offer made by the Customer pursuant to clause 2.2 shall only be deemed to be accepted by inTEC upon the earlier of: (i) inTEC signing the Order Form; or (ii) inTEC commencing the supply of the Services pursuant to the Order Form, at which point and on which date the Agreement shall come into existence (**Commencement Date**). Once accepted, no changes may be made to an Order Form except in accordance with the change order process set out in clause 3.18.

2.4. Any samples, drawings, descriptive matter or advertising issued by inTEC, and any descriptions or illustrations contained in inTEC's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

2.5. The Agreement Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6. Any Order Form or other proposal given by inTEC shall not constitute an offer, and is only valid for a period of thirty (30) days from its date of issue.

2.7 In the event that the Customer does not sign an Order Form or Service-specific Terms, but continues to instruct inTEC in relation to any Services then such continued Customer instructions shall be deemed acceptance of the provisions of the Agreement and relevant Service-specific Terms (incorporating these Conditions) and accordingly the effective date for the Agreement or Service-specific Terms (as applicable) shall be deemed to be the date on which such Customer instructions were received by inTEC.

3. Supply of Services

3.1. inTEC shall supply (or procure the supply of) the Services to the Customer in accordance with the Agreement.

Recurring Services

3.2. Where the Services include Recurring Services:

3.2.1. subject to clauses 2.2 and 3.2.2 collectively, the Recurring Services shall be supplied from the Service Commencement Date and for the Initial Service Term;

3.2.2 during the Service Term, the value of the Recurring Services shall not drop below the value of the Minimum Charges. The Charges may be increased at any time by adding additional Recurring Services via additional Order Forms or other valid requests, or by way of applicable price rises under the Agreement Terms.

3.2.3. where the Order Form is stated to auto-renew indefinitely, the Recurring Services shall be supplied from the Service Commencement Date until either the Customer or inTEC gives to the other the minimum period of 90 days notice to terminate , expiring on or after expiry of the Service Term. For the purposes of the Agreement, the Recurring Service shall be deemed to renew for a Renewed Service Term of 90 days on a rolling basis until such notice is served;

3.2.4. where the Recurring Service in the Order Form is stated to auto-renew for multiple fixed renewal terms, the services shall be supplied from the Service Commencement Date and shall continue for the Term (**Initial Service Term**) and shall automatically extend for the fixed renewal term stated in the Order Form (**Renewed Service Term**) at the end of the Initial Service Term and at the end of each Renewed Service Term. The Customer or inTEC may give written notice to the other, not later than the Notice Period before the end of the Initial Service Term or the relevant Renewed Service Term, to terminate the Order Form at the end of the Initial Service Term or the relevant Renewed Service Term, as the case may be;

3.2.5 where the auto-renewal status or period is not stated in relation to a Recurring Service for any reason, either on the Order Form or otherwise:

3.2.5.1 where any Recurring Service represents an increase in volume of other recurring services already provided to the Customer, the Recurring Services shall be provided pro rata for the pre-existing Service Term up to the end of the applicable Service Term and shall auto-renew in line with Clause 3.2.3 and 3.2.4 above or 3.2.5.2 below.

3.2.5.2 notwithstanding clause 3.2.4.1 above, where the Recurring Service has no explicitly stated Service Term, such Recurring Services shall be provided for a 12-month Initial Service Term and shall auto-renew for Renewed Service Terms of 12 months at the end of any relevant Service Term.

3.2.5 at the end of any given Service Term, where an auto-renewal comes into effect under this clause 3, the Recurring Services shall renew at the pre-existing Charge value, plus any annual price rises that may be applied from time to time in accordance with Clauses 3.2.9 and 3.2.10. The value of the Charges at point of renewal, inclusive of applicable price rises, shall then become the Minimum Charges for the Renewed Service Term.

3.2.6. inTEC shall perform such services with reasonable care and skill and shall exercise that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances. inTEC shall also perform such services in accordance with applicable laws;

3.2.7. inTEC shall use reasonable endeavours to meet the requirements of any service levels set out in the Agreement in respect of the Services. Where there is any failure or deficiency in the supply of the Services by inTEC, the Customer shall always notify inTEC in writing of the same providing sufficient details of the failure or deficiency and the Customer shall provide inTEC with reasonable opportunity to correct such failure or deficiency;

3.2.8 inTEC shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and inTEC shall notify the Customer in any such event. Wherever possible, reasonable notice shall be given by inTEC to the Customer, to allow the Customer to prepare for the change.

3.2.9 inTEC shall increase prices from the first or any subsequent anniversary date of the Service Commencement Date onwards for any Recurring Service with 30 days written notice. Such price increases will be at the higher of the increase in inTEC's input costs for the following 12 months or RPI plus 2%.

3.2.10 Where the services auto-renew in accordance with clause this clause 3, inTEC reserves the right to apply an inflationary increase in line with clause 3.2.9 without prior notice to the customer. Such increase shall be applied to the first period of any relevant Extended Service Term.

3.2.11 inTEC reserves the right to increases prices for the Services with 30 days notice should there be a material increase to its input costs during the Initial Service Term or Extended Service Term. A material increase is defined as an increase of 10% or higher for any given period. For the avoidance of doubt, such increase will be in addition to any annual price rises.

3.3. If the Services explicitly consist of corrective maintenance in respect of any faulty Equipment this includes all repairs which may be reasonably necessary including the supply and fitting of replacement parts (chargeable). Those replacement parts may be refurbished or reconditioned parts. An engineer shall attend the Customer address within the times specified in the relevant Order Form after a request made to inTEC has been received in respect of such Equipment fault. When replacement parts are fitted the parts removed shall immediately become the property of inTEC. inTEC reserves the right to use Equipment of a similar or higher specification if exact spares are unavailable for any reason.

3.4. Where the Services include maintenance of any Equipment, such maintenance shall be that which is necessary as a result of fair wear and tear only. inTEC shall not be responsible for the repair or replacement of any consumable items and any such requests will be subject to additional charges at inTEC's prevailing rates. For the purposes of this Clause "consumables" includes but it not limited to the following: drum cartridge ribbons; toner cartridges; paper; collector units / bottles; paper separator belts; maintenance kits; ozone filters; developer kits; print heads; fuser units; print wheels; ink bottles/ink; ribbon masks; transfer belts; print shields; ink cartridges; print bands; batteries; cathode ray tubes; laptop or notebook screens and hinges; all cables of any type; server storage, tape, and backup drives; screws, fittings, and brackets; monitors, displays or VDU's; all peripherals (a peripheral is a device attached to a host computer behind the chipset whose primary functionality is dependent upon the host, and can therefore be considered as expanding the hosts capabilities, while not forming part of the systems core architecture); and, terminal/PC accessories such as: screen filters, mouse mats, holsters, monitor arms.

3.5. If an Order Form is agreed after the sale or delivery of any Equipment to the Customer by or on behalf of inTEC or where the Customer has installed any Equipment themselves, inTEC reserve the right to undertake an inspection of such Equipment and commission a report by an inTEC engineer, accordingly:

3.5.1. if inTEC does not require an inspection or if the inspection reveals the Equipment to be in working order – such Equipment shall be duly included within the Services provided that any subsequent fault calls in relation to such Equipment which are the result of incorrect set-up and configuration of such Equipment shall not be covered by the Agreement and any remedial work will be carried out by inTEC at inTEC's rates in force at that time; or

3.5.2. if the inspection by inTEC reveals, in the sole opinion of inTEC's engineer, that the Equipment is in need of repair or reconfiguration - inTEC shall notify the Customer and, if the Customer requires, inTEC shall carry out such repair/reconfiguration work. The inspection and repair/reconfiguration work shall be charged to the Customer at the then applicable prevailing rates and any parts supplied shall be charged based on the then current prices.

inTEC shall not be obliged to provide the Services in respect of such Equipment until the foregoing conditions of this clause 3.5 have been complied with to inTEC's satisfaction.

3.6. Where repairs cannot be effectively conducted at the Customer's address, inTEC reserves the right to install loan equipment of similar specification whilst repairs are conducted. If loan equipment is installed, inTEC shall use reasonable endeavours to ensure that the repair works are completed within 21 days.

3.7. inTEC is required, at all times, to comply with the original manufacturer's rules, regulations, guidelines and definitions in relation to commissioning and/or use of Equipment and software and the Customer agrees to comply with such manufacturer requirements and acknowledges and agrees that it is the Customer's responsibility to familiarise itself and comply with such requirements.

3.8. Customer acknowledges that the cut off for delivery of any items to inTEC is 3:30pm on the previous day (Monday - Friday, 8:30am-6:00pm). inTEC shall not be responsible for any costs or losses incurred by the Customer or for Service delays resulting from delayed or failed courier deliveries.

3.9. inTEC are not responsible for the security of the Equipment whilst attending the Customer's site. The Equipment is only considered to be in the care of inTEC in relation to security when it is signed out from the Customer's premises.

3.10. Unless otherwise defined in service-specific terms, if inTEC fails to meet the service levels set out in any Service-specific terms in any three consecutive months, the Customer shall notify inTEC within 14 days of the end of the third consecutive month and such failure shall be discussed between the Parties and a written action plan to remedy such failure will be provided by inTEC within 30 days for approval by the Customer (**Rectification Plan**). Upon approval of the Rectification Plan by the Customer, it shall be implemented by inTEC within 30 days (or such other period as is agreed in writing between the Parties) to rectify the failure and to prevent the reoccurrence of any such failures within the two months following completion of implementation.

3.11. The Customer hereby acknowledges and agrees that inTEC is wholly reliant on the Customer Materials provided by the Customer to it and, accordingly:

3.11.1. the Customer agrees that it shall provide to inTEC all Customer Materials reasonably requested by inTEC, promptly upon request;

3.11.2. the Customer shall ensure that all Customer Materials made available to inTEC are accurate, complete and up to date in all respects;

3.11.3. the Customer agrees that if any Customer Materials are inaccurate, incomplete and/or out of date inTEC may need to increase its estimated costs and/or timescales in connection with the Services and shall not be in breach of the Agreement as a result thereof; and

3.11.4. inTEC shall not be responsible for any failure or delay arising (directly or indirectly) from the Customer Materials and/or inTEC's reliance on them.

Goods and One-off Licences

3.12. Where the Services include Goods and One-off Licences, the estimated delivery date of such Goods and One-off Licences, terms relating to the delivery of such Goods and One-off Licences and the quantity and description of such Goods and One-off Licences shall be as specified in the Order Form.

3.13. Where the Services include Goods and One-off Licences and the Goods and One-off Licences are stated in the Order Form to be subsidised as a result of a service purchased by the Customer:

3.13.1. the risk in the Goods and One-off Licences shall pass to the Customer on completion of delivery;

3.13.2. title to the Goods and One-off Licences shall not pass to the Customer until the Goods and One-off Licences have been paid for in full or, where there is no specific price payable for the Goods and One-off Licences (for example, where Goods and One-off Licences are provided in connection with a service and the price payable relates to both the Goods and One-off Licences and services) upon expiry of the minimum period for which the Customer is required to purchase the Services, as stated in the Order Form;

3.13.3. until title to the Goods and One-off Licences has passed to the Customer, the Customer shall use the Goods and One-off Licences only in the normal course of its business and shall:

3.3.3.1. not sell the Goods and One-off Licences or allow them to be used by any third party;

3.13.3.2. handle the Goods and One-off Licences with reasonable care and maintain the Goods and One-off Licences in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

3.13.3.3. ensure the Goods and One-off Licences are identifiable as inTEC's property;

3.13.3.4. not pledge the Goods and One-off Licences or in any way charge the Goods and One-off Licences by way of security for any indebtedness;

3.13.3.5. not make or allow any person to make any alterations, additions to or reconfigurations of the Goods and One-off Licences without inTEC's prior written consent; and

3.13.3.6. use the Goods and One-off Licences solely in accordance with any reasonable and lawful instructions, Service-specific Terms or Third Party Terms made available by inTEC or Third Party providers, if there are no such instructions, in accordance with standard industry practice.

3.13.4. without prejudice to any other rights and remedies available to inTEC, if the Customer breaches the Agreement or becomes subject to any event listed in clauses 10.2.3 or 10.2.4, inTEC may:

3.13.4.1. by notice in writing, require the Customer to deliver up all such Goods and One-off Licences in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods and One-off Licences are stored in order to recover them; and

3.13.4.2. require the Customer to pay to inTEC, on demand: (i) any sums payable in respect of the Goods and One-off Licences which have not been paid as at the date the Customer breaches the

Agreement or becomes subject to any event listed in clauses 10.2.3 or 10.2.4; and (ii) the difference between the discounted price for the Goods and One-off Licences and the Goods and One-off Licences' recommended retail price.

3.13.5. the Customer shall notify inTEC in writing immediately if the Goods and One-off Licences are subject to any theft, loss, damage or unauthorised use and:

3.13.5.1. the Customer shall continue to make payment for the Goods and One-off Licences in accordance with clause 8 of the Conditions; and

3.13.5.2. without prejudice to any other rights and remedies available to inTEC, if the Customer requires a replacement of the Goods and One-off Licences, such replacement shall be provided at the full recommended retail price for such Goods and One-off Licences and such price shall be payable by the Customer on the terms specified by inTEC in writing at the relevant time.

Professional Services

3.14 The Customer agrees to comply with the Service-specific Terms for Professional Services (the "Professional Service Terms") as relevant to any given order form or Change.

3.15 The Customer acknowledges that, upon cancellation or delay of such services, they be charged for some or all of the Professional Services, even upon cancellation, in line with clause 8.3 below.

Technology funds

3.16. If the Order Form states that the Customer shall be entitled to a technology fund, the following terms shall apply:

3.16.1. the technology fund may be utilised, during the Term, to purchase such products and services as are provided by inTEC from time to time; provided that, unless agreed otherwise in writing by inTEC, the technology fund may not be utilised to purchase any products or services provided by any third party;

3.16.2. the technology fund shall be subject to any additional terms and conditions set out in the Order Form or Service-specific terms;

3.16.3. the technology fund may not be exchanged for cash, vouchers or any other form of value and is personal to the Customer and may not be transferred to any other person or entity; and

3.16.4. on termination of expiry of the Agreement, the value of the fund shall be deemed to be £0 and the Customer shall have no right to any refund or exchange in respect of the fund (this applies regardless of whether the fund has been fully utilised).

Other (including Change Requests)

3.17. inTEC shall use reasonable endeavours to meet any performance dates specified in an Order Form but any such dates shall be estimates only and time for performance by inTEC shall not be of the essence of the Agreement.

3.18. Either Party may propose changes to the scope or execution of the Services (a "**Change**") by submitting details of the requested change to the other Party in writing (a "**Change Request**"). If either Party requests a change to the scope or execution of the Services, inTEC shall, within a reasonable time, provide a written estimate to the Customer of: (a) (the likely time required to implement the change; (b) any necessary variations to the Charges arising from the change; (c) the likely effect of the change on the Order Form terms, including any service levels; and (d) any other impact of the change on the Agreement. If the Customer wishes inTEC to proceed with the change, inTEC has no obligation to do so unless and until the Parties have agreed the necessary variations to

the Services, Charges and any other relevant terms of the Agreement to take account of the change and such changes have been documented in writing between the Parties. Any such Changes must be agreed in writing between the Parties by signature of a new Order Form, Service-specific Terms or other amendment to the Agreement as determined by inTEC from time to time.

3.19. Anything not explicitly covered within the terms of this Agreement may be deemed a Change.

3.20. inTEC will charge for any Change at prevailing rates at the relevant time.

3.21. Some Services may be subject to a Fair Usage Policy. This Fair Usage Policy will be in place to ensure the Customers consumption of the Services is in line with standard usage levels. The Fair Usage Policy will usually form part of the Service-specific Terms but may be incorporated into the Agreement via other means.

3.21.1 In the event Customer usage exceeds the Fair Usage Threshold, and is not remedied within 30 days, inTEC reserves the right to alter pricing accordingly, or terminate the Service provision with a further 30 days' notice.

3.21.2 The terms in any applicable Fair Usage Policy will not prevent inTEC from billing the Customer for variable Services in accordance with the Conditions or Product Specific Terms.

3.21.3 inTEC reserves the right to alter the Fair Usage Policy, or introduce a Fair Usage Policy where none exists, at any point in time, with 30 days' notice to the customer.

3.22 inTEC reserves the right to alter the Charges for any of the Services by issuance of a revised Order Form prior to the Service Commencement Date where inTEC purchase price increases after provision of the original quote or Order Form. The Customer has the right to accept or reject such price increases for the relevant Services. In the event the revised Order Form is not signed, inTEC reserves the right to cancel the relevant Services.

3.23 inTEC reserves the right to increase prices at the first or any subsequent anniversary date of the Service Commencement Date for any Recurring Service with 30 days written notice. Such price increases will be at the higher of the estimated percentage increase in inTEC's input costs for the following 12 months or CPI for the preceding 12 months.

4. Customer's obligations

4. The Customer shall:

4.1.1. comply in all respects with its obligations specified in the Order Form (the "**Customer Obligations**") in a timely manner;

4.1.2. comply with all applicable laws, rules, regulations, regulatory requirements and codes of practice in respect of its receipt and use of the Services;

4.1.3. provide inTEC, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, such information, access and cooperation as may be reasonably required by inTEC from time to time, using all reasonable endeavours to ensure that such information is accurate in all material respects and that its premises are prepared for any Equipment installation as required to inTEC's reasonable satisfaction;

4.1.4. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable inTEC to provide the Services, in all cases before the date on which the Services are to be provided;

4.1.5. where the Services include Support Services, report support incidents in a timely manner and, in the case of any faulty Equipment, return faulty Equipment to inTEC within 7 Business Days, and in the event the Equipment is not returned within this time period inTEC may charge the Customer for that Equipment;

4.1.6. comply with the change order process in clause 3.18;

4.1.7. where the Services include Goods and One-off Licences, be responsible (at the Customer's cost) for preparing the delivery location of such Goods and One-off Licences for delivery and for the provision of all necessary access and facilities reasonably required to deliver and (where applicable) install the Goods and One-off Licences;

4.1.8. ensure that its network and systems comply with the relevant specifications provided by inTEC or any provider of Third Party Services from time to time including, in the case of any Equipment, operating it in a suitable environment as recommended by the manufacturer(s) of such Equipment;

4.1.9. be, to the extent permitted by law and except as otherwise expressly provided in the Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

4.1.10. be responsible for the security of all usernames, passwords and credentials used to access the Services and Customer is responsible for any breach of security in connection with its usernames, passwords or credentials whether unauthorised or fraudulent, including ensuring that appropriate safety and security systems and procedures (including the back up of data) are maintained and enforced to prevent unauthorised access or damage to any and all Services. If inTEC discovers unauthorised or fraudulent use is being made of the Services, Customer agrees to inTEC taking such action it deems reasonably necessary including without notice if required, to prevent any such access.

4.1.11. use the Services in accordance with inTEC's reasonable and lawful instructions (as such may be provided from time to time)

4.1.12. keep and maintain inTEC Equipment in good condition and not dispose of or use inTEC Equipment other than in accordance with inTEC's written instructions or authorisation;

4.1.13. comply in a timely manner in all respects with the Third Party Terms in accordance with the terms of the Agreement;

4.1.14 not make alterations or adjustments or repairs to any parts of its Equipment without prior notification to inTEC (including notifying inTEC of any Upgrades and/or Enhancements made to the Equipment by any third party). Any such alterations, adjustments or repairs (including any Upgrades and/or Enhancements) whether made by Customer or any third party shall only be included as Equipment after a report is prepared by an engineer of inTEC (charged at inTEC's prevailing rates) on the effect of such changes on the Equipment has been produced and inTEC has confirmed it is satisfied with the report at which point such changes shall become subject to the Service. inTEC reserves the right to exclude any such changes from becoming subject to the terms of the Service at its complete discretion and if the Customer does not comply with the terms of this clause then the item so altered shall be excluded from the Services with no refund of the corresponding Charges.

4.1.15 provide inTEC with a list of signatories that are authorised to sign Order Forms, Service-specific Terms as well as add incremental Services where no new Agreement is required. In the absence of such a list, inTEC will accept signed forms from any employee of the Customer

4.2. The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of or in connection with its use of or receipt of the Services that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; (vi) infringes or might reasonably be expected to infringe the intellectual property rights of any third party; or (vii) is otherwise illegal or causes damage or injury to any person or property.

4.3. The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Order Form: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or any document or materials related thereto, in any form or media or by any means; or (ii) (where any of the Services are software), attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or (iii) use or access all or any part of a Service in order to build a product or service which competes with the Services; or (iv) use a Service to provide services to third parties; or (v) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make a Service available to any third party; or (vi) introduce or permit the introduction of, any bug or virus into inTEC's network and information systems.

4.4. If inTEC's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, or its failure to comply with any of these Conditions (**Customer Default**) inTEC shall be entitled to suspend performance of its obligations pursuant to the Agreement until the Customer remedies the Customer Default and shall continue to be entitled to payment of the Charges and also be reimbursed, on demand, any additional costs, charges or losses inTEC sustains or incurs arising from such Customer Default. inTEC shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from inTEC's failure or delay to perform any of its obligations set out in this clause 4.4.

4.5 Intec does not own any of the Customer's data (**Customer Data**) related to provision of the Services or otherwise. The Customer is solely responsible for the accuracy, integrity, and legality of such data. inTEC shall not be responsible or liable for the deletion, corruption, correction, destruction, damage, loss or failure to any of Customer's data. The Customer shall not knowingly send or store spam, unlawful, infringing, obscene, or libellous material, or viruses, worms, Trojan horses and/or other harmful code that could in any way impact the Services, Equipment or Software.

5. Third Party Services

5.1. In respect of Third Party Services, the Customer acknowledges and agrees that:

5.1.1. the terms and conditions upon which such Third Party Services shall be supplied shall be determined by the provider of the Third Party Services in its sole discretion;

5.1.2. the Customer shall be solely and exclusively responsible for reviewing the Third Party Requirements (as defined below) (which may include any warranties provided by the provider of the Third Party Services in respect of the Third Party Services), ensuring it has fully and properly understood the Third Party Requirements and determining the appropriateness of such requirements for the Customer's business;

5.1.3. save as expressly stated in the Order Form or Service-specific terms, inTEC provides no warranties, guarantees or assurances in respect of the Third Party Services and/or the provider thereof and the agreement to purchase such Third Party Services shall be entirely at its own risk; the Customer shall not be relieved or released from any of its obligations under the Agreement as a result of any act or omission of the provider of any Third Party Services; and

5.1.4. in the event that the Customer terminates the Agreement prior to expiry of the Term, in addition to inTEC's and/or the inTEC Group's other losses, inTEC and/or any member of its Group may also suffer losses in respect of any Third Party Services and, without prejudice to any other rights and remedies available to inTEC and/or any member of its Group, the Customer may be responsible for reimbursing inTEC and/or any member of its Group for the reasonable cost of such losses.

5.2. Where any terms of the Agreement relate to the Third Party Services and/or arise from the terms and conditions of supply and/or other requirements of the provider of a Third Party Service (**Third Party Requirements**), inTEC may, notwithstanding clause 12.6 of this Agreement:

5.2.1. vary such Third Party Requirements, on notice in writing to the Customer, and such variation shall take effect from the date specified by the provider of the Third Party Service; and

5.2.2. unless expressly agreed otherwise in the Order Form or Service-specific terms, where inTEC includes in the Agreement, a link to any Third Party Requirements, the Customer hereby acknowledges and agrees that the Third Party Requirements available at such link may be varied from time to time by the provider of the Third Party Services and, whilst inTEC shall use its reasonable endeavours to inform the Customer as soon as reasonably practicable after being notified in writing by the Third Party Services of any such variation, the Customer shall be solely responsible for ensuring it monitors any changes to the Third Party Requirements and agrees to any varied Third Party Requirements.

5.3. Where it is specified in an Order Form that the Customer is required to enter into a direct agreement with the provider of Third Party Services:

5.3.1. it shall enter into a direct agreement with the provider of the Third Party Services, on and subject to such provider's Third Party Requirements (as such may be varied from time to time); and

5.3.2. neither inTEC nor any member of its Group shall have any liability whatsoever in respect of such Third Party Services. In particular, if the provider of any such Third Party Service ceases to make such Third Party Service available for interoperation with the corresponding Service features on reasonable terms, inTEC may cease providing such Third Party Service features without entitling the Customer to any refund, credit, or other compensation in relation to the Third Party Services or any other Services. inTEC makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the use of any Third Party Service and/or their ability to integrate with the Services. The Customer shall indemnify and keep indemnified inTEC in respect of any claims, demands, liabilities, costs, actions, damages, legal fees and expenses incurred by inTEC in respect of any matters arising therefrom.

6. Intellectual property

6.1. inTEC and its licensors shall retain ownership of all inTEC IPRs and, subject to the terms relating to the inTEC Computer Software which shall be as set out in the remainder of this clause 6, hereby grants the Customer a non-exclusive, royalty-free, revocable licence to use inTEC IPRs as necessary for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the Term. The Customer acknowledges that, in respect of any third-party Intellectual Property Rights in the Services to be provided under this Agreement the Customer's use of any

such Intellectual Property Rights is conditional on inTEC obtaining a written licence from the relevant licensor on such terms as will entitle inTEC to license such rights to the Customer.

6.2. Where the Services include Customer access to inTEC's proprietary software ("**inTEC Computer Software**"), then access to such inTEC Computer Software is provided in accordance with this clause 6.

6.3. During the Term, inTEC grants to the Customer a non-exclusive licence use or access the inTEC Computer Software in so far as is necessary to benefit from the Services provided under the Agreement.

6.4. inTEC reserve the right to terminate the above licence and disable access to any hyperlink, user identification code or password, at any time, if in inTEC's reasonable opinion the Customer has failed to comply with any of the provisions of this clause 6 and in any event such licence will terminate and access disabled on termination of the Agreement for whatever reason.

6.5. The Customer must treat any access hyperlink, user identification code, password or any other piece of information provided to it as part of inTEC's security procedures as confidential and must not disclose it to any third party.

6.6. inTEC does not guarantee that the inTEC Computer Software will be secure or free from bugs or viruses.

6.7. The Customer is responsible for configuring and maintaining its operating environment in order to use and/or access the inTEC Computer Software and install and maintain suitable virus protection software.

6.8. The Customer must not misuse the inTEC Computer Software by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful.

6.9. The Customer must not attempt to gain unauthorised access to the inTEC Computer Software website portals, the server on which any inTEC Computer Software is stored or any server, computer or database connected to the inTEC Computer Software portal. In the event of such a breach, the Customer's right to use the inTEC Computer Software will cease immediately.

6.10. The Customer shall:

6.10.1. not copy any inTEC IPRs (including the inTEC Computer Software) or any associated documentation except where such copying is incidental to normal use of the same or where it is necessary for the purpose of back-up or operational security;

6.10.2. not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any inTEC IPRs (including the inTEC Computer Software) or documentation;

6.10.3. not make alterations to, or modifications of, the whole or any part of any inTEC IPRs (including the inTEC Computer Software) nor permit any inTEC IPRs (including the inTEC Computer Software) or any part of them to be combined with, or become incorporated in, any other programs;

6.10.4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of any inTEC IPRs (including the inTEC Computer Software) nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of any inTEC IPRs (including the inTEC Computer Software) with another software program;

6.10.5. ensure that any inTEC IPRs (including the inTEC Computer Software) are not used to create any software which is substantially similar to any inTEC IPRs (including the inTEC Computer Software);

6.10.6. keep all copies of any inTEC IPRs (including the inTEC Computer Software) secure and to maintain accurate and up-to-date records of the number and locations of all copies of any inTEC IPRs (including the inTEC Computer Software);

6.10.7 supervise and control use of any inTEC IPRs (including the inTEC Computer Software) and ensure that any inTEC IPRs (including the inTEC Computer Software) is used by the Customer's employees and representatives in accordance with the terms of this clause 6.

6.11. If the Customer knows or suspect that anyone other than the Customer (its officers or employees) knows the Customer's access hyperlink, user identification code or password, the Customer must promptly notify inTEC.

6.12. If the Customer instructs inTEC to obtain a domain name for the Customer, inTEC shall act as an agent for the Customer in dealing with the relevant domain name registration authority. The contract for the domain name shall be between the Customer and the relevant domain name registration authority and the Customer agrees that they shall be solely responsible for renewals, legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority (and relevant costs and expenses thereof).

6.13. inTEC gives no warranty that the domain name requested will not infringe the rights of any third party and all such enquiries shall be the responsibility of the Customer, and the domain name shall form part of the Customer Materials for the purposes of these Conditions.

6.14. If inTEC licences to the Customer an IP address as part of the Services, such IP address shall (to the extent permitted by law) revert to inTEC after termination of the relevant Order Form for any reason whatsoever, whereupon the Customer shall cease using the address. At any time after such termination, inTEC may re-assign the address to another user.

6.15. The Customer hereby grants inTEC a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and modify the Customer Materials for the purpose of providing the Services to the Customer in accordance with the Agreement.

6.16. The Customer shall indemnify inTEC and each member of its Group in full against any costs, expenses, losses or liabilities suffered or incurred in connection with any claim brought against inTEC and/or any member of its Group for infringement of a third party's rights (including any intellectual property rights) arising out of, or in connection with, the receipt or use of the Customer Materials by inTEC.

7. Data protection

7.1. For the purposes of this clause 7, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

7.2. Both Parties will comply with all applicable laws relating to the processing and protection of personal data including the UK GDPR (**Data Protection Laws**).

7.3. The Parties have determined that, for the purposes of Data Protection Laws:

7.3.1. the personal data processed by inTEC for the purpose of the administration and management of its relationship with the Customer (including the names, contact details and job titles of

personnel, representatives and agents of the Customer) shall be processed by inTEC as controller; and

7.3.2. the personal data processed by inTEC in the course of providing the Services to the Customer (**Personal Data**) shall be processed by inTEC as a processor on behalf of the Customer and shall be further described in the Order Form.

7.4. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to inTEC and access to the Personal Data by inTEC for the duration and purposes of each Order Form.

7.5. In respect of the Personal Data, the scope, nature and purpose of processing by inTEC, the duration of the processing and the types of personal data and categories of data subject shall be as described in the relevant Order Form.

7.6. inTEC shall, in relation to the Personal Data:

7.6.1. process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in the Order Form, unless inTEC is required by applicable laws to otherwise process that Personal Data (in which case inTEC shall notify the Customer of this before performing the processing required by such law unless those laws prohibit inTEC from so notifying the Customer on important grounds of public interest). inTEC shall inform the Customer if, in the opinion of inTEC, the instructions of the Customer infringe Data Protection Laws;

7.6.2. implement appropriate and commercially reasonable technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, having regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;

7.6.3. ensure that any personnel engaged and authorised by inTEC to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

7.6.4. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to inTEC), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

7.6.5. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

7.6.6. at the written direction of the Customer, and at the Customer's cost and expense, (at the discretion of inTEC), either delete or return the Personal Data and copies thereof to the Customer on termination of the Order Form to which the Personal Data relates unless inTEC is required by applicable laws to continue to process that Personal Data. For the purposes of this clause 7.6.6, Personal Data shall be considered deleted where it is put beyond further use by inTEC; and

7.6.7. maintain such records as are reasonably required to demonstrate its compliance with this clause 7 and make copies of such records (to the extent relating to the Personal Data) available to the Customer on its reasonable request during the Term to demonstrate inTEC's compliance with this clause 7 and the Data Protection Laws. If the Customer, acting reasonably, determines that the

records provided in accordance with this clause 7.6.7 are insufficient to demonstrate inTEC's compliance with this clause 7 and Data Protection Laws it may, during the Term, on not less than thirty days' prior written notice, allow for a reasonable audit by the Customer or the Customer's designated auditor (subject to such auditor entering into such binding confidentiality undertakings as are approved by inTEC), for this purpose. Any such audit shall not be carried out more than once in any twelve-month period and shall be conducted in such a manner as to minimise any disruption to inTEC's business.

7.7. The Customer provides its prior, general authorisation for inTEC to:

7.7.1. appoint processors to process the Personal Data, provided that inTEC:

7.7.1.1. shall ensure that the terms on which it appoints such processors comply with Data Protection Laws, and are consistent with the obligations imposed on inTEC in this clause 7;

7.7.1.2. shall remain responsible for the acts and omissions of any such processor as if they were the acts and omissions of inTEC; and

7.7.1.3. shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to inTEC's reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Laws, the Customer shall indemnify inTEC for any losses, damages, costs (including legal fees) and expenses suffered by inTEC in accommodating the objection. Where applicable, for the purpose of this clause, the Customer shall be deemed to have consented to the appointment of the provider of any Third Party Services as a processor where the Customer purchases Third Party Services in an Order Form;

7.7.2. transfer Personal Data outside of the UK as required, provided that inTEC shall ensure that all such transfers are effected in accordance with Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of inTEC, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Information Commissioner from time to time (where the UK GDPR applies to the transfer).

8. Charges and payment

8.1. In consideration for the provision of the Services, the Customer shall pay inTEC the Charges in accordance with the payment schedule specified in the Order Form or, if there is no payment schedule specified, in accordance with this clause 8. Time for payment shall be of the essence of this Agreement.

8.2. Where the Charges are calculated on a time and materials basis and unless expressly stated otherwise in the relevant Order Form:

8.2.1. inTEC's daily fee rates provided in the Order Form are calculated on the basis of 7.5day, worked during Business Hours;

8.2.2. inTEC shall be entitled to charge an overtime rate as set out in the relevant Order Form on a pro rata basis for any time worked by individuals whom it engages (with the Customer's agreement) on the Services outside Business Hours;

8.2.3. inTEC shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and inTEC shall, where requested, indicate the time spent per individual in its invoices; and

8.2.4. inTEC reserves the right to charge additional Charges for a maintenance call to the Equipment that has been moved to a new location and not installed by inTEC if inTEC reasonably determines that the problem was caused by the transportation or re-installation of the Equipment.

8.3. If the Customer books Professional Services work, via Order Form or Change Request, but subsequently cancels or delays the same (whether temporarily or indefinitely) then the following cancellation charges shall immediately become due and payable by the Customer to inTEC for each individual applicable Service

8.3.1. where cancellation or delay is within 24 hours of work commencing – 100% of invoice value;

8.3.2. where cancellation or delay is within 72 hours of work commencing - 75% of invoice value; or

8.3.3. where cancellation or delay is within 14 days of work commencing - 50% of invoice value.

8.3.4 where cancellation or delay is within 21 days of work commencing - 25% of invoice value.

8.4. Where the Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in the Order Form. Fixed price Charges shall cover only the Services as outlined in the Order Form, Service-specific terms or Statement of Work. Anything in addition to such Service shall be deemed a Change and will be billed accordingly. inTEC reserves the right to charge additional Charges for a maintenance call to the Equipment that has been moved to a new location and not installed by inTEC if inTEC reasonably determines that the problem was caused by the transportation or re-installation of the Equipment.

8.5. Charges exclude the following, which shall be payable by the Customer within 30 days following submission of an appropriate invoice or as otherwise stated in the Order Form:

8.5.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom inTEC engages in connection with the Services; and

8.5.2. the cost to inTEC of any materials or services procured by inTEC from third parties for the provision of the Services as such items and their cost are set out in the Order Form or otherwise approved by the Customer in advance from time to time.

8.6. All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to inTEC at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice and shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.7. The Customer shall pay each invoice submitted to it by inTEC within 10 days of the date of the invoice by direct debit unless otherwise agreed in writing between the Parties (including in any Order Form) and to the bank account nominated in writing from time to time by inTEC. If the Customer fails to make any payment due to inTEC under the Agreement by the due date for payment, then, without limiting inTEC's remedies under clause 10:

8.7.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, at a rate of 8% per annum above the base rate of the Bank of England from time to time, whether before or after judgment;

8.7.2. inTEC may levy an administration fee or other similar charge levied by a bank in respect of any unpaid items returned by the bank and remove any discount provided to the Customer; and

8.7.3. inTEC may suspend all or part of the supply of the Services until payment has been made in full.

8.8. The Customer and inTEC acknowledge that contracts can take significant time to be processed or implemented, depending on the Services taken. This may lead to delays to Services going live. Third Party service and Software may also be delayed further due to supplier issues outside of inTEC's control. The Service Start Date on the Order Form represents the best estimate of the Service Commencement Date based on information known at the date of order, but will be subject to change. Some Professional Services work may take longer than 90 days to implement from date of order. inTEC will not accept any liability for delays to Service Commencement Date.

Where such delays are due to failure of the Customer to fulfil any of the Customer Obligations, inTEC may invoice the Customer for some or all of the Services and any amounts invoiced will become immediately payable to inTEC

8.9. inTEC may increase the Charges from time to time to reflect any increase in its input costs (including, but not limited to, the cost of any Third Party Services). inTEC shall provide written notice of such increase to the Customer as soon as reasonably practicable following receipt of its own notice from the supplier of such input. Such increase in the Charges shall take effect from the date specified in the written notice.

8.10. inTEC may, without prejudice to any other rights it may have, set off any liability of the Customer to inTEC and any member of its group against any liability of inTEC and any member of its group to the Customer.

8.11. inTEC will never notify the Customer of any change to the payment process or its bank details solely via email. If the Customer receives an email purporting to be from inTEC notifying it of changes to payment processes or bank details, the Customer must:

8.11.1. not click on any links or act upon any information in the email; and

8.11.2. promptly notify inTEC of this matter.

8.11.3 ensure bank details are independently verified directly with an authorised member of the inTEC finance team.

8.12 inTEC accepts no responsibility for any erroneous or late payments made by the Customer. Payments will only be deemed to have been made when they have landed and cleared in a nominated inTEC bank account.

9. Limitation of liability

9.1. Nothing in the Agreement shall limit or exclude inTEC's liability for: death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; fraud or fraudulent misrepresentation; and/or any other liability which cannot be limited or excluded by applicable law.

9.2. Subject to clause 9.1, inTEC shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

9.2.1. loss of profits;

9.2.2. loss of sales or business;

9.2.3. loss of agreements or contracts;

9.2.4. loss of anticipated savings;

9.2.5. loss of use or corruption of software, data or information;

- 9.2.6. loss of, depletion of and/or damage to goodwill;
- 9.2.7 any special, indirect or consequential loss;
- 9.2.8 any failure of the Customer or any of its employees to comply with the terms of the Agreement or any user manual or other documentation supplied by inTEC or any manufacturer;
- 9.2.9 visits to premises other than the Customer address specified in the Order Form or Service-specific terms;
- 9.2.10 any use of the Equipment by the Customer in conjunction with any other equipment or any software not previously approved by inTEC;
- 9.2.11. electrical work external to the Equipment;
- 9.2.12. maintenance of equipment not forming part of the Equipment or of accessories to the Equipment not supplied by inTEC;
- 9.2.13. the attachment or removal of accessories, attachments or other devices by the Customer or a third party;
- 9.2.14. the supply and fitting of consumable accessories such as ribbons, tapes or disks;
- 9.12.15. painting, refurbishing or cleaning the exterior of the Equipment;
- 9.12.16. reconditioning or replacement of the Equipment or parts thereof;
- 9.12.17. placing the Equipment into proper working condition at the commencement of the Term if the Equipment has not been supplied by inTEC;
- 9.12.18. relocation of the Equipment;
- 9.12.19. the installation of an operating software upgrade or any other work in relation to any firmware/software loaded onto the Equipment or used by the Customer in conjunction with the Equipment or the Software;
- 9.12.20. use of inappropriate software in conjunction with the Equipment;
- 9.12.21. wilful damage to or negligent use of the Equipment;
- 9.12.22. providing the Services outside Business Hours;
- 9.12.23. repair of damage which in inTEC's reasonable opinion results from :- (a) accident, transportation, neglect or misuse of the Equipment during the Term; or (b) modifications to the Equipment made during Term without prior notification to inTEC; and/or
- 9.12.24. unauthorised attempts by or on behalf of the Customer to repair the Equipment, failure or surge of electrical power, or failure of air conditioning or humidity control.
- 9.12.25 delays to the Start Date of the Services.

9.2. Subject to clauses 9.1 and 9.2, inTEC's total aggregate liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, howsoever arising under or in connection with the Agreement shall be limited to the amount received by inTEC from the Customer pursuant to the Agreement during the twelve months preceding the date the liability arose, provided that if any liability arises during the first twelve months of the Agreement, inTEC's total aggregate liability to the Customer shall be the amounts received from the Customer and payable by the Customer, to inTEC, in the first twelve months of the Term.

9.3. inTEC is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.4. Except as expressly and specifically provided in this Agreement:

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

9.4.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

9.5. Any liability of inTEC for non-delivery of any Goods and One-off Licences comprising the Services shall in all circumstances be limited to replacing such Goods and One-off Licences within a reasonable time or issuing a credit note at the pro rata agreed rate against any invoice raised for such Goods and One-off Licences.

9.6. This clause 9 shall survive termination or expiry of the Agreement (howsoever caused).

10. Commencement and Termination

10.1. The Agreement shall commence on the Order Date and shall continue, unless terminated earlier in accordance with any Order Form or these Conditions, until inTEC is no longer required, pursuant to clause 3.2, to provide any Services.

10.2. Without affecting any other right or remedy available to it, either Party to the Agreement may terminate it with immediate effect by giving written notice to the other Party if:

10.2.1. the other Party commits a material breach of any term of the Agreement which breach is irremediable; or

10.2.2. the other Party commits a material breach of any term of the Agreement and fails to remedy that breach within a period of 14 days after being notified in writing to do so; or

10.2.3. the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

10.2.4. the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy; or

10.2.5. a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks.

10.3. Without affecting any other right or remedy available to it, inTEC may terminate the Agreement with immediate effect by giving written notice to the Customer if:

10.3.1. the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;

10.3.2. the Agreement includes the supply of any Third Party Services and inTEC's agreement with the supplier of such Third Party Services is terminated; or

10.3.3. the Customer is the subject of a change of control and inTEC (acting reasonably) determines that it no longer wishes to provide the Services to the Customer as a result of such change of control. For the purpose of the clause **control** has the meaning given in section 1124 of the Corporation Tax Act 2010.

10.4. The Customer may terminate the Agreement on notice in writing to inTEC if inTEC fails to implement a Rectification Plan (as defined in clause 3.10) agreed in accordance with clause 3.10 within two months following the date the Rectification Plan was agreed and such failure has not been remedied within 30 days of notice in writing to do so. This clause shall constitute the Customer's sole remedy for any failure to meet the service levels set out in any Order Form or Service-specific Terms.

11. Consequences of Termination

11.1. On termination or expiry of the Agreement:

11.1.1. the Customer shall immediately pay to inTEC all of inTEC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, inTEC may submit an invoice, which shall be payable immediately on receipt;

11.1.2. the Customer shall, return all of inTEC Equipment. If the Customer fails to do so, then inTEC may enter the Customer's premises and take possession of inTEC Equipment. Until inTEC Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping;

11.1.3. inTEC shall on request return any of the Customer Materials not used up in the provision of the Services; and

11.1.4. on request by the Customer, inTEC may agree to provide such reasonable assistance in the transitioning of the Services to the Customer or any third party nominated by it, provided that inTEC shall be entitled to charge the Customer for its reasonable costs incurred in the provision of such services.

11.2. Termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of such termination or expiry. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

12. General

12.1. **Force majeure.** Provided it has complied with clause 2, neither inTEC nor the Customer (as the case may be) shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if it is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). The time for performance of such obligations shall be extended accordingly.

12.2. The Party affected by the Force Majeure Event (**Affected Party**) shall: (i) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

(ii) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.3. Assignment and other dealings. The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without inTEC's prior written consent. inTEC may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and/or obligations under the Agreement.

12.4. Confidentiality. Each Party undertakes that it shall not: (i) at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party (or any member of its Group) (**Confidential Information**), except to members of its Group and/or its or their employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Agreement (**Representatives**); or (ii) use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement. Each Party shall ensure that its Representatives to whom it discloses the other Party's Confidential Information comply with this clause 12.4.

Confidential Information shall not include any information that: (i) is at the time of disclosure or subsequently becomes publicly available without the receiving party's breach of any obligations owed to the disclosing party; (ii) became known to the receiving party prior to the disclosing party's disclosure of such information to the receiving party; (iii) became known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party; or (iv) is independently developed by the receiving party.

The Parties hereby acknowledge and agree that the foregoing undertakings shall not apply to the extent any disclosure and/or use is required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each Party shall, on request and on termination of the Agreement, return to the other Party all Confidential Information belonging to the other Party which is in physical form and to the extent reasonably practicable, destroy any other records containing Confidential Information. The obligations in this clause shall continue following termination of the Agreement.

12.5. Entire agreement. The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

12.6. Variation. inTEC may update the Agreement at any time by notice to the Customer in writing (including e-mail). The Customer's continued use of any of inTEC's Services after such notice in writing has been provided shall constitute the Customer's agreement to such updated terms.

12.7. Notice(s) Any notice or other communication given to a Party under or in connection with the Agreement shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (ii) sent by email to the address specified in writing for this purpose from time to time. A notice or other communication shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am

on the second business day after posting or at the time recorded by the delivery service; or, (iii) if sent by email, on the next business day after transmission.

12.8. Waiver. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy

12.9. Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

12.10. Conflict. If there is any inconsistency between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:

12.10.1. the Order Form together with the Basic Order Terms;

12.10.2. the Third Party Terms;

12.10.3. the Service Specific Terms;

12.10.4. the Conditions; and

12.10.5. the Schedules.

12.11. Counterparts. The Order Form may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12.12. Governing law and Jurisdiction. The laws of England and Wales shall apply to the Agreement and all disputes and claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.