

Specialist Network Operations ("SNO") Terms and Conditions ("Terms")

Supplier:	Specialist Network Operations Limited ("SNO") No. 10582914.
Supplier's address:	TNS Building, Maesbury Road, Oswestry, United Kingdom, SY10 8NR.
[Supplier's representative:]	Name: Tony Brook Email: tony.brook@sno.cloud Telephone: +44 (0) 1691 684847 Postal Address: as above.
Client:	SiFi Networks America, LLC ("Client")
Client's address:	{ADDRESS}
[Client's representative:]	Name: {NAME} Email: {EMAIL} Telephone: {NUMBER} Postal Address: {ADDRESS}
Date:	27-Oct-2025

In consideration of the payments to be made and services to be performed hereunder, the parties agree as follows:

Definitions.

Unless otherwise defined herein, italicized terms used herein shall have the following meaning:

"Agreement" means these Terms together with any SOW executed pursuant to these Terms.

"Authorized Users" means any employee of the Client designated in any SOW to utilize Products and/or Services as detailed in the same SOW.

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

"Business Hours" a period from 9.00 am to 5.00 pm on any Business Day.

"Client Data" means any Client information stored on behalf of the Client pursuant to this Agreement (excluding Client Personal Data).

"Client Default" has the meaning set out in clause 5.2.

"Client Personal Data" refers to personal data provided by the client or on their behalf for the purpose of providing services. It includes personal data relating to the employee or past, current or potential customers of the client or its affiliates.

"Conditions" the terms and conditions set out in this document as amended from time to time in accordance with clause 20.

“Confidential Information” means any and all information, written, oral, or otherwise, provided or made available by or on behalf of one Party and/or its Representatives (the “Disclosing Party”) to the other Party and/or its Representatives (the “Receiving Party”) in connection with the performance of obligations or the exercise of rights under this Agreement and any/all related Statement(s) of Work; provided that, for the purposes of the foregoing definitions of Disclosing Party and Receiving Party, neither SNO or the Client shall be deemed to be a contractor of the other (or of any of such other party’s affiliates). Confidential Information includes, without limitation, information related to the Disclosing Party, its affiliates, clients, contractors and/or vendors and/or their respective businesses, products, services, business processes, financial condition, vendors, and contractors. Information of a contractor or vendor of a Disclosing Party, or another third party to whom a Disclosing Party owes a duty of confidentiality, will be treated as Confidential Information of the Disclosing Party if it meets the description above. Notwithstanding the foregoing, Confidential Information does not include information that: (a) was in the public domain before the date of this Agreement or that subsequently comes into the public domain other than as a result of disclosure by a Receiving Party in violation of this Agreement; (b) was or is lawfully received by a Receiving Party free of any obligation of confidentiality, as shown by such Receiving Party’s files and records; or (c) is independently developed by or on behalf of a Receiving Party without use of any Disclosing Party’s Confidential Information, as shown by such Receiving Party’s files and records. A Disclosing Party’s Confidential Information includes material prepared by a Receiving Party to the extent it contains or references Confidential Information provided by such Disclosing Party.

“Document” shall have the meaning ascribed to it in Clause 28 below.

“Effective Date” shall be the date on which the contract, or any other legal agreement starts to be used or becomes binding.

“Event of Insolvency” means:

- (i) the initiation of any case or proceeding under the bankruptcy, insolvency or equivalent laws of any country;
- (ii) suffering the appointment of a court-appointed receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for all or any part of a Party’s property;
- (iii) the making of an assignment for the benefit of creditors; or
- (iv) the taking of any corporate or equivalent action in furtherance of any of the foregoing.

“Implementation Fee(s)” means an initial fee to be charged to the Client for the setup of Products and/or Services. Each Product or Service may have a separate Implementation Fee. Implementation Fee(s), if any, shall be specified in relevant SOWs hereunder.

“IT Infrastructure” shall have the meaning ascribed to it in Clause 5 below.

“Monthly Recurring Charge” or “MRC” shall have the meaning ascribed to in Clause 7.3 below.

“Non-Recurring Charge” or “NRC” shall have the meaning ascribed to it in Clause 7.2 below.

“Normal Business Hours” shall have the meaning set forth in the applicable SOW.

“On-Going Support” shall have the meaning set forth in the applicable SOW.

“Party” SNO and the Client are each referred to individually as a “Party” and collectively as the “Parties.”

“Primary Office” means the Client’s main office.

“Product or Service” means the product(s) (“Product” / “Products”), or service(s) (“Service” / “Services”) provided by SNO to Client as specified in any applicable SOW. Each Product and Service offered by SNO is defined and described in the then current Description of IT Services.

“Retained Confidential Information” shall have the meaning ascribed to it in Clause 8.6 below.

“Renewal Term” shall have the meaning ascribed to it in Clause 8.5 below.

“Representatives” shall have the meaning ascribed to it in Clause 9.2 below.

“Security Devices” shall have the meaning ascribed to it in Clause 12 below.

“Set-up Fee(s)” shall have the same meaning ascribed above to “Implementation Fee(s)”.

“Service Level Agreement” the service levels set out in an SOW.

“SOW Commencement Date” means the date defined or specified in a SOW on which SNO shall begin providing the Products and/or Services detailed by the same SOW.

“SOW Effective Date” means the date Client signs a respective SOW.

“Statement of Work” or “SOW” means any Statement of Work that: (a) is signed by authorized representatives of both Parties; and (b) at a minimum, identifies the Product(s) and/or Service(s) to be provided by SNO to the Client pursuant to such SOW and the fees to be charged for such Product(s) and/or Service(s). Future SOWs shall come into effect upon both parties executing the relevant future SOW.

“Supported Office(s)” means any office or other location other than the Primary Office, as specified by the Client, whether in a SOW or otherwise, where Products and/or Services are to be provided.

“Term” shall have the meaning ascribed to it in Clause 8.3 below.

“T&M” shall have the meaning ascribed to it in Clause 7.4 below.

Basis of Contract.

These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

The SOW constitutes an offer by SNO to the Client to purchase the Product or Services in accordance with these Conditions. Both SNO and the Client are responsible for ensuring that the terms of the SOW and any applicable proposal are complete and accurate.

The SOW shall be deemed to be accepted at the earlier of:

- SNO issues a written acceptance of the SOW; or
 - Any act by SNO consistent with fulfilling the SOW
- at which point the Agreement shall come into existence.

A quotation for the Product, Services and On-Going Support given by SNO shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

In the event of any conflict between two or more SOWs, the most recent SOW shall prevail.

Products / Services Provided.

The Client agrees to procure, and SNO agrees to provide, the Products and/or Services specified in one or more SOWs hereunder. SNO shall provide the Products, Services and On-Going Support in accordance with these Conditions. SNO shall use its commercially reasonable efforts to comply at all times with the policies and processes that the Client has notified SNO in writing are applicable to the Client.

Delivery of Products / Services.

SNO agrees to supply to the Client the Products and/or Services in accordance with a SOW, unless SNO notifies the Client in advance of a period of time in which services will be unavailable for the purpose of conducting standard service and maintenance. Any and all scheduled maintenance will occur after Normal Business Hours, subject to all exclusions detailed in the associated Service Level Agreement.

SNO agrees to provide the Client with On-Going Support per the schedule and the rate(s) defined in one or more SOW(s). Unless stated otherwise in an applicable SOW, On-Going Support shall be delivered on a Time and Materials basis. Unless stated otherwise in an applicable SOW, On-Going Support (including but not limited to cybersecurity consulting, project management, desktop, networking, server, etc.) shall be supplied at the then-current rate(s), which rates shall be available upon request.

Duties of the Client.

During the Term of this Agreement, the Client shall provide SNO with all information, documentation, technical assistance and access as SNO may reasonably request in SOW to perform its obligations hereunder. This shall include but not be limited to access to all desktops, laptops, tablets, servers and/or network related technology, including hardware and software ("IT Infrastructure"). SNO's access to the Client's IT Infrastructure shall be subject to written approval from the Client (including the Client's Authorized Users); provided that consent to remote access of the Client's IT Infrastructure by accepting a remote connection shall constitute such written approval. The Client shall be responsible (at the Client's sole cost) for maintaining proper environmental conditions, including cooling and appropriate power, for all equipment resident at the Client's office. All IT Infrastructure and related equipment owned by the Client and necessary to SNO's delivery of the Products and/or Services must be covered by the respective manufacturers' warranties. SNO may from time-to-time request that equipment no longer within the manufacturer's warranty be replaced, subject to the approval of the Client. The Client acknowledges that failure of the Client-owned equipment or infrastructure outside any applicable warranty period may result in delayed provision of Products or Services. Except for instances in which failure of Client's equipment and IT Infrastructure is a direct result of SNO's acts or omissions, SNO shall not be liable for damages or any other liabilities whatsoever arising as a result of failure of the Client-owner equipment and infrastructure, whether or not such equipment or infrastructure is within the manufacturer's warranty period.

If SNO's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (*Client Default*):

Without limiting or affect any other right or remedy available to it, SNO shall have the right to suspend provision of the Products and performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays SNO's performance of any of its obligations;

SNO shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from SNO's failure or delay to perform any of its obligations as set out in this Clause 5.2; and

the Client shall reimburse SNO on written demand for any costs or losses, verified by documentary evidence, sustained or incurred by SNO arising directly from the Client Default.

Procurement.

The Services to be provided to the Client may include the procurement, at the Client's cost and with the Client's prior consent, of hardware, software, supplies and spare parts required in connection with the operation, maintenance and repair of IT Infrastructure at the Client's office, not including that equipment owned by SNO.

Invoicing and Payments.

The Client will be invoiced for the fees set forth in any applicable SOW(s), in accordance with the following:

Timing/Calculation.

Any differences between quantity assumptions for each Product or Service as of the applicable SOW Effective Date and the actual quantity implemented for each Product or Service will be credited or invoiced, as applicable, on the Client's first invoice that such Product or Service is billed upon its implementation (as detailed in the applicable SOW).

The MRC for the respective Products and/or Services will be calculated monthly by adjusting the quantity of Products and/or Services to reflect the actual quantity of each Product and/or Service being used by the Client as of the beginning of each month and multiplying said quantity by the respective price as set forth in a SOW.

Any applicable Products and/or Services added mid-month will be accounted for and charged for on a pro-rata basis in the subsequent month billing period.

The Client understands and agrees that, upon Client's advanced written approval, SNO may increase the supplied resources to support any necessary changes resulting from an increase in the resources required. SNO will secure the Client's written approval prior to making any changes to server(s), resource pool(s) and/or replication sets.

Pricing that is conditional upon the anniversary of a given SOW Commencement Date will automatically take effect on the respective anniversary date of the respective SOW Commencement Date.

Products and/or Services that are charged at rate(s) indicated in a given SOW as being tiered will result in each unit of the respective Product and/or Service that falls into a given tier being charged at the respective rate of said tier.

Products and/or Services that are charged based upon an aggregated total of said Product and/or Service reaching a given tier, will result in each unit of said Product and/or Service in total being charged at the rate for the respective tier reached.

Non-Recurring Charge.

If a non-recurring charge ("NRC") is specified in a SOW, SNO shall invoice such NRC:

- one-time upon the commencement of the Products and/or Services based upon the quantities detailed in the applicable SOW with any differences in actual quantities implemented being credited or invoiced per the above detailed process; and;

- one-time, in the applicable quantity, each time said Product(s) / Service(s) are implemented additionally. If a SOW replaces or amends a prior SOW(s), the NRC specified therein is in addition to any NRC(s) specified in such prior SOW(s) unless otherwise provided. The NRC specified in a SOW is subject

to adjustment based on changes to the type or quantity of Products and Services provided pursuant to such SOW.

Monthly Recurring Charge.

Beginning the later of:

sixty (60) days from the applicable SOW Effective Date; or

upon the Product or Service being implemented (as detailed in the applicable SOW),

SNO will invoice the Client the Monthly Recurring Charge ("MRC") specified in the SOW in advance for each month of the Term; provided, in the absence of actual quantities implemented, SNO shall bill based upon the quantities detailed in the applicable SOW.

An MRC for a partial month will be pro-rated in accordance with and in the manner described herein. The MRC specified in a SOW is subject to adjustment based on changes to the type or quantity of Products and Services provided pursuant to such SOW.

Time and Materials Consulting.

If Product(s), Service(s) or On-Going Support are delivered on a Time & Materials ("T&M") basis, SNO will accrue all hours at the end of each calendar month, and the Client will be invoiced in accordance with hours and materials used at the rate(s) as set forth in the applicable SOW.

Expenses.

SNO is not responsible for any service-related expenses and the Client will reimburse SNO for any such expenses incurred by SNO on the Client's behalf, if so directed by Client. These include but are not limited to cables, mice, keyboards, etc. and will be billed as pass-through costs, inclusive of any/all applicable taxes in the event SNO procures such items on the Client's behalf.

Unless mutually agreed upon and documented in writing in advance to the contrary in advance or in any SOW, the Client is responsible for all reasonable and documented travel and travel-related expenses of SNO personnel to locations other than the Client's Primary Office, including without limitation Supported Offices or users' homes and the Client will reimburse SNO for any such expenses incurred by SNO on the Client's behalf. Travel time will be billed based on labour hours spent travelling both to/from the additional location at the rate(s) defined above. Travel-related expenses include any and all reasonable and documented appropriate meal and lodging costs incurred during the course of the provision of services for locations other than the Client's Primary Office. SNO shall have expenses in excess of £750 in aggregate approved by the Client in advance.

Payments.

The Client agrees to pay invoices within thirty (30) days of receipt of invoice.

All late payments are subject to late charges thereafter, calculated at the lesser of 1.5% interest per month (or fraction thereof) or the maximum rate permitted by law; provided, however, that invoiced amounts disputed by the Client in good faith shall not accrue late charges.

Any invoiced amounts that are disputed by the Client must be notified to SNO in writing in advance of the payment due date.

The Client shall be responsible for any costs incurred by SNO in the collection of unpaid invoices, including, without limitation, collection and filing costs and reasonable attorneys' fees.

The Client shall, in addition to the amounts payable under this Agreement and/or all applicable SOWs, pay all invoiced sales, use, value-added and other taxes, whether federal, state, local or otherwise.

Rate Increase. MRC rates for the Products and/or Services shall increase annually on, and following, the first (1st) anniversary of the SOW Commencement Date, to an increase over the previously approved amount to an amount equal to the annual increase in the Consumer Price Index ("CPI") as published by the Office for National Statistics, UK. Such annual increase shall be, in each instance, no less than two percent (2%) and no more than five percent (5%).

Term and Termination.

This Agreement will be in effect from the Effective Date until each SOW to which it is applicable expires by its terms or is terminated in accordance with the provisions of this Clause 8.

Without affecting any other right or remedy available to it, either Party may terminate the Agreement (including any SOWs) on giving not less than sixty (60) days' written notice to the other Party.

This Agreement or any SOW may be terminated as follows:

By SNO, if the Client fails to pay any amount due in accordance with such SOW within thirty (30) days of the date due;

By either Party, if the other Party is in material default of any provision of this Agreement or the relevant SOW, and such default is not cured within thirty (30) days after written notice of default is given to the other Party;

By SNO, if statutory, judicial, regulatory, rate or tariff changes make it impossible or commercially impractical, in SNO's and/or its suppliers' sole discretion, to continue to provide any or all of the Services required by the SOW;

By SNO if there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010);

By either Party, if the other Party commences or becomes the subject of any Event of Insolvency, in which event the Party experiencing such an Event of Insolvency shall immediately give notice of such event to the other Party. Whether or not such notice is given, the other Party shall have the right, to the fullest extent permitted

under applicable law, following the occurrence of any Event of Insolvency and without prejudice to any other rights it may have, at any time thereafter to terminate any SOW, effective immediately upon giving notice to the party experiencing such an Event of Insolvency; or

In accordance with the specific terms of the SOW.

In the event of the termination or expiration of a SOW; SNO shall:

Declare all amounts owed to it pursuant to the applicable SOW for Products and/or Services actually rendered up to the date of such termination or expiration to be immediately due and payable (subject to any outstanding disputes on invoices);

Cease providing all Product(s) and/or Service(s) specified; provided that other than following a termination by SNO pursuant to Clause 8.3(a) or Clause 8.3(b), upon the Client's written request, SNO shall make SNO personnel reasonably available to meet with and assist the Client to wind-down the SNO Product(s) and/or Service(s) and transfer all the Client Data to the Client or its designee, for which (i) the Client shall provide any/all necessary media required for such transfer and (ii) SNO may charge and shall be paid its then applicable standard hourly rates for the personnel assigned to such efforts, which rates shall be available upon request. Any SNO Product(s) and/or Service(s) provided pursuant to this paragraph may be provided to the Client for up to sixty (60) days after the date of termination, and the applicable SOW shall continue in effect during such period;

To the fullest extent allowed by law, repossess all supplies, spare parts and other items supplied by SNO under the applicable SOW for which it has not received payment,

Retain the Client Data and the Client Personal Data for thirty (30) calendar days from the effective date of termination of the applicable SOW, at which point said the Client Data and the Client Personal Data shall be deleted. If the Client is not receiving assistance from SNO in winding down the SNO Product(s) and/or Service(s) pursuant to Clause 8.4(b) and the Client requires a copy of said Client Data and Client Personal Data, the Client: i) shall provide any/all necessary media required for such copying; and ii) understands and agrees that all labor required in copying said the Client Data and the Client Personal Data shall be billed at the then-current standard rates, which rates shall be available upon request.

In the event that a SOW expressly provides that it shall automatically renew for an additional period of time (each a "Renewal Term"), such SOW shall automatically renew on the renewal date unless any Party gives notice of an intent not to renew the SOW at least sixty (60) days prior to the end of the then-current term, unless a different period of notice is set forth in the SOW. For the purposes of the Agreement, the initial term and any/all subsequent Renewal Terms of all SOWs, taken together, shall collectively referred to as the "Term".

Subject to Clause 8.4(b), upon expiration or termination of this Agreement and/or any SOW, as applicable, both Parties shall, within thirty (30) days, deliver to the respective Party, or at the Receiving Party's option, destroy Confidential Information in its or any of its Representatives' possession or under its or any of its Representatives' control in conformity with said Party's instructions, except to the extent that destruction of Confidential

Information is prohibited by applicable law, rule or regulation (any Confidential Information retained pursuant to this proviso is referred to herein as “Retained Confidential Information”). Both Parties shall, upon any Party’s request, execute and deliver to the requesting Party a certification that all Confidential Information in its possession (other than Retained Confidential Information) has either been returned or destroyed.

Termination of this Agreement shall have no effect on the Parties' rights and obligations under the following Clauses of this Agreement, which shall survive termination of this Agreement for any reason: 7, 9, 10, 11, 12, 15, 16, 17, 20 and 21. Without limiting the generality of the foregoing, for the avoidance of doubt, termination of this Agreement shall not relieve the Client of its obligation to make payment of all amounts then or thereafter due and payable for Products and/or Services actually rendered.

Confidentiality.

Both SNO and the Client will keep in confidence all of the other Party’s Confidential Information that it receives in connection with this Agreement and will not use such Confidential Information without the other Party’s prior written consent except to perform its obligations or exercise its rights hereunder.

The Receiving Party shall not disclose any of the Confidential Information of the Disclosing Party to anyone other than such of Receiving Party’s employees, affiliates, consultants, attorneys, accountants, agents and independent subcontractors (collectively, “Representatives”) who have a need to know the Confidential Information for purposes of performing this Agreement and all related SOWs and who are bound to confidentiality obligations at least as restrictive as the confidentiality obligations contained herein. In accordance with applicable breach notification laws, Receiving Party agrees to notify the Disclosing Party of any security breach or unauthorized disclosure of the Disclosing Party’s Confidential Information. Each party shall notify its Representatives of their confidentiality obligations with respect to Confidential Information disclosed hereunder and shall be responsible for all breaches of this Clause 9 by such parties.

Notwithstanding the foregoing, either Party shall have the right to disclose the terms and conditions of this Agreement and any/all related SOWs:

- to such party’s legal, accounting, tax or other advisors or potential investors or financing sources, or in connection with an actual or proposed merger, acquisition or similar transaction; provided that in any such instance the disclosure is in accordance with a non-disclosure agreement, or such third party is bound by a professional duty to keep information confidential; or

- as otherwise required by law. In the event that Confidential Information is disclosed by the Receiving Party or any of its Representatives pursuant to a valid order of any court, administrative agency, or other governmental body, the disclosure shall not be determined to be a breach of this Agreement and any/all related SOWs; provided that, to the extent legally permissible, the Receiving Party shall provide prompt prior written notice thereof to the Disclosing Party of any request or

demand for Confidential Information to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

The Client acknowledges that SNO personnel may provide Products and/or Services on the Client's premises from time to time as needed or requested by the Client, and that while on the Client's premises such personnel may access the Client's network using laptop computers or other devices. The Client acknowledges that SNO shall have no liability for any access by or disclosure to such SNO personnel, only if such access or disclosure is inadvertent or otherwise accidental, of any Confidential Information contained within the Client's network, incident to the provision of Products and/or Services.

In no event shall either Party use a Disclosing Party's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the Disclosing Party's Products or Services.

Ownership of Intellectual Property. Non-Infringement Warranty.

Each Party agrees and acknowledges that, except as expressly provided in this Agreement, it does not have, and will not acquire, an interest in any of the other Party's products, technology or intellectual property as a result of this Agreement or the performance of any obligations hereunder.

SNO represents and warrants that all Products and Services do not and shall not infringe any patent, trademark, copyright, trade secret or other intellectual property right of any third party.

Warranties.

Except as expressly provided herein, any and all Products and/or Services are provided "as is" and "as available," without any warranty of any kind, whether express, implied, or statutory, including but not limited to any implied warranties or conditions of merchantability, fitness for a particular purpose, title, non-infringement or non-misappropriation of intellectual property rights of a third party, custom, trade, accuracy of informational content or results, or system integration, or any other warranties or conditions arising under any legal requirement. SNO makes no warranty that the products will meet the needs or requirements of the Client or its users or customers, will operate in the combinations that may be selected for use by the Client, its customers or its users, that the products will be uninterrupted or error-free, or that all errors will be corrected.

Information Security.

SNO may prescribe security procedures relating to the use of SNO's Products and/or Services, which may include the use of access devices, digital certificates, and usernames and/or passwords for Authorized Users (collectively "Security Devices"). The Client agrees to make all reasonable efforts to ensure that all of its Authorized Users:

implement and follow such security procedures and use such Security Devices;

do not remove, modify, disable, penetrate or otherwise defeat any such security procedure or Security Device; and

do not share their individual Security Device with any person not authorized to use or possess it.

SNO will not introduce any virus or vulnerability to the Client's network and information systems and devices.

Nothing herein is intended to prevent the Client from requiring its Authorized Personnel to follow security procedures and to use security devices that are supplemental to those required by SNO. In the course of SNO performing its duties under this Agreement, SNO shall:

not knowingly transmit the Client's Confidential Information outside of the United Kingdom except to the extent authorized by the Client; and

comply with its obligations in respect of the Client Personal Data as set out in the Data Processing Addendum.

License.

The Client hereby grants to SNO a non-exclusive, non-transferable, non-assignable, revocable, royalty-free license to host any of the Client's applications as are required to provide the Products, Services and/or On-Going Support. To the extent such applications belong to a third party, the Client warrants that it may grant such license to SNO or will obtain such rights for the benefit of SNO prior to the date SNO begins hosting the Client's applications. Nothing in the foregoing grant of license gives SNO a license to develop or create any financial product or services or derivative work based on any of the Client's applications.

Property & Damage.

The Client acknowledges that any equipment provided by SNO which will be resident at the Client's office(s) is wholly owned by and shall remain the property of SNO. The Client will reimburse SNO for all reasonable repair, restoration or replacement costs associated with physical and non-physical damage to or destruction of the SNO equipment beyond normal wear and tear or that is caused by the Client's personnel, agent(s), suppliers/contractors or visitors. The necessity for any repair, restoration and/or replacement of SNO-owned equipment shall be determined by agreement between the Parties.

Indemnification Obligations. Limitation of Liability.

Each Party shall indemnify the other Party against all liabilities, costs, expenses, direct damages and losses and all other reasonable professional costs and expenses arising out of or in connection with any third party claim related to the indemnifying Party's acts or omissions under or related to this Agreement.

Except for a Party's indemnification obligations under Clause 15.1 or for a Party's negligence or wilful misconduct, neither Party shall be liable to the other, whether in contract or tort, for

any indirect, special, exemplary, punitive or consequential damages or lost profits arising out of, related to or in connection with this Agreement or any breach thereof, or the provision of products or the performance of services contemplated hereunder and/or all related SOWs or the provision of products or the performance of Services thereunder or any breach thereof regardless of the foreseeability of such damages or even if a Party has been specifically advised of the possibility thereof.

Reserved.

Except for a Party's indemnification obligations under Clause 15.1 or for a Party's negligence or willful misconduct, SNO's aggregate liability to the Client hereunder, if any, shall in no event exceed the total amount paid to SNO in the previous one (1) year pursuant to the terms of any applicable SOWs.

Nothing in the Agreements limits any liability which cannot legally be limited, including liability for:

Death or personal injury caused by negligence;

Fraud or fraudulent misrepresentation;

Breach of the terms implied by section 2 of the Supply of goods and Services Act 1982 (title and quiet possession);

Breach of terms implied by section 12 of the Sale of Goods Act 1979; or

Defective products under the Consumer Protection Act 1987.

Data Protection

Each Party shall each independently comply with the provisions of data protection legislation (including but not limited to the EU General Data Protection Regulation 2016/679 ("EU GDPR") and the UK retained version of the EU GDPR under the European Union (Withdrawal) Act 2018 ("DPA")), in so far as data protection may apply to each Party in the fulfilment of its obligations under this Agreement.

Each Party shall enter into all agreements and do all such things as may be required for the compliant processing of personal data.

Each Party hereby agrees to the terms set out in Schedule 2.

The Parties have determined that, for the purposes of data protection legislation, SNO shall process personal data as a processor on behalf of the Client (the data controller).

Non-Solicitation.

Both Parties covenant and agree not to, directly or indirectly, solicit or attempt to solicit any individual employed or engaged by the other Party at any time during the performance of services set forth in this Agreement or any SOW until the expiration of 12 months following the earlier of:

the termination of this Agreement and payment in full of all amounts due (as confirmed by SNO's written receipt of such amounts from the Client); or

the termination of such individual's or entity's employment or engagement; provided that soliciting or hiring any individual who responded to a general advertisement or solicitation, including but not limited to advertisements or solicitations through newspapers, trade publications, periodicals, radio or internet databases, or efforts by any recruiting or employment agencies, in each case which are not specifically directed at employees of either Party, shall not be a breach of this clause 16.

Severability.

In the event a provision of this Agreement or any portion thereof shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any remaining portion of such provision or any other provisions of this Agreement and, to that end, the provisions of this Agreement are intended to be and shall be deemed severable.

No Waiver.

Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the Party against whom such waiver is charged; and

the failure of any Party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions,

the acceptance of performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure, and

no waiver by any Party of one breach by another Party shall be construed as a waiver with respect to any other or subsequent breach.

Governing Law; Jurisdiction.

This agreement shall be governed by and construed under English law without giving effect to rules or principles of conflicts of law. Each Party hereby consents to the exclusive legal jurisdiction of the English courts.

Prevailing Party.

In the event of an action or proceeding is brought regarding any dispute under or related to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to reimbursement of its actual reasonable and documented legal fees, costs and expenses from the non-prevailing Party.

Compliance with Law.

If the Product(s) and Service(s) under this Agreement are being provided to, released to or accessed by the Client in the United States, these will therefore be subject to United States export control laws. The Client acknowledges its obligation to ensure that its exports, if any, from the United States are in compliance with the U.S. export control laws and SNO is not responsible for compliance with any U.S export control legislation or other applicable export control laws.

Force Majeure.

SNO shall not be liable for any failure to perform, or delays in the performance of its obligations under this Agreement if and to the extent such failure or delay is due to force majeure, which shall include acts of God, fire, flood, acts of government, war, terrorism, civil disturbance, global exchange outages, or any other cause beyond the reasonable control of SNO.

Assignment and Successors.

SNO may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the Client.

The Client may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement without the prior written consent of SNO.

Publicity.

SNO shall not use any advertising, sales promotion or publicity materials that identify the Client by name or other identifiable information without the prior written approval of the Client.

Entire Agreement.

This Agreement and any SOW, exhibit or addenda attached hereto, incorporated by reference and/or referencing this Agreement constitute the entire understanding between the Parties and supersedes any prior understandings or agreements, whether written or oral, relating to the subject matter of this Agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement.

Each Party acknowledges that in entering into the Agreements it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreements.

Variation.

The terms of this Agreement can be modified only by an instrument in writing signed by both Parties.

Notice.

All notices required or permitted under this Agreement shall be in writing and shall be delivered by email or by certified or registered post (return receipt requested) to the addresses and/or email addresses held on file ("the Address").

Any notice shall be deemed to have been received:

If delivered by hand, at the time the notice is left at the Address;

If sent by certified or registered post or other next working day delivery service, at 9:00am on the second Business Day after posting; or

If sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

Changes to the either Party's address for notice purposes shall be made in writing and provided to the other Party pursuant to the terms of this paragraph.

Independent Contractors.

The Parties agree that they are independent contractors under this Agreement and that their relationship will not be represented as anything other than that of independent contractors.

Counterparts.

This Agreement and any associated addendum(s) and/or SOWs may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of the parties need not appear on the same counterpart, and delivery of an executed signature page by other electronic means is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement. If the Client delivers this signed Agreement or any associated addendum(s), SOWs and/or other document under the terms of this Agreement (each, a "Document") to SNO, and SNO does not receive all of the pages of that Document, the Client agrees that, except for any page(s) which require a signature, SNO may supply the missing page(s) to the Document from SNO's database only if the missing page(s) is first supplied to the Client for verification and approval of such substituted page(s), and notify the Client of such substitution by providing a copy of said Document with such substituted pages to the Client. If either Party delivers a signed Document to the other as an e-mail attachment, facsimile transmission or via the postal service, each party acknowledges that the other Party is relying on the sender that the document has not been altered.

[SIGNATURES FOLLOW]

These Terms have been executed by the duly authorized representatives of each of the parties below.

SUPPLIER:

Specialist Network Operations Limited.

CLIENT:

[Customer Name]

By: _____
(Signature)

By: _____
(Signature)

(Printed Name & Title)

(Printed Name & Title)

(Date) _____

(Date) _____