

Standard Terms and Conditions Document

Condition	
1.	Interpretation 1
2.	Application of these conditions 3
3.	Order process..... 3
4.	Services..... 4
5.	Equipment and Rental Equipment 4
6.	Delivery of Equipment and Rental Equipment..... 5
7.	Risk and ownership 5
8.	Customer's obligations..... 7
9.	Software licence..... 10
10.	Charges and payment..... 10
11.	Changes..... 12
12.	NetVector's warranties 13
13.	Limitation of liability 14
14.	Intellectual Property Rights 15
15.	Confidentiality and non-solicitation..... 16
16.	Term and Termination..... 17
17.	Force majeure 19
18.	Data Protection 19
19.	Waiver 21
20.	Rights and Remedies..... 21
21.	Severance..... 21
22.	Entire agreement 21
23.	Assignment 22
24.	Third party rights..... 22
25.	Notices..... 22
26.	Governing law 22
27.	Jurisdiction..... 23

NETVECTOR STANDARD TERMS AND CONDITIONS

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Additional Services: any services provided by NetVector which are not expressly included in a Services Package.

Additional Services Fees: the fees payable in consideration of the provision of any Additional Services.

Additional Services Rates: the rates set out in the Order Form for the provision of Additional Services.

Business Day: any day which is not a Saturday, Sunday or public holiday in the United Kingdom.

Commencement Date: the commencement date specified in the Order Form.

Contract: the Customer acceptance of the Order Form in accordance with condition 3.2.

Customer: the person, firm or company who purchases Equipment and/or Services from NetVector.

Data Protection Legislation: (i) the Data Protection Act 1998 unless and until it is replaced by the GDPR (ii) the GDPR unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Equipment: the equipment (which may include software as well as hardware) agreed in the Contract to be purchased by the Customer from NetVector (including without limitation any part or parts of it).

Good Industry Practice: in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.

Initial Term: the initial term specified in the Order Form.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

NetVector's Systems: means the network infrastructure and computer systems owned or procured by NetVector for the provision of the Services.

Order Form: NetVector's standard order form which incorporates these conditions OR the electronic quote delivered via Quote Valet for digital signature which incorporates these conditions

Personal Data: has the meaning set out in the Data Protection Legislation.

Rental Equipment: the items of rental equipment listed in the order form or electronic quote, all substitutions, replacements or renewals of such Rental Equipment and all related accessories, manuals and instructions provided for it.

Rental Period: the rental period of Rental Equipment specified in the Order Form.

Site: the premises of the Customer at which the Services are to be supplied or any Equipment is located or to be located.

Supported Infrastructure: the Customer's supported hardware and software infrastructure in respect of any Services as specified in the Order Form.

NetVector: NetVector Consulting Limited, incorporated in England and Wales with company number 03401851, whose registered office is at South Barn, Crockham Park, Crockham Hill, Edenbridge, Kent TN8 6SR.

Normal Business Hours: 08:00-18:00 each Business Day.

Service Level Commitment: any particular service level commitment or other standard of performance to be achieved by NetVector in the provision of a Services Package as expressly set out in the Order Form.

Services Package: the applicable services package provided by NetVector in accordance with the Contract as identified in the Order Form.

Services: the Services Package(s) or service agreed in the Contract to be provided by NetVector together with any Additional Services.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Condition headings shall not affect the interpretation of this Contract.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular and a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.

1.7 A reference to **writing** or **written** includes faxes and e-mail.

1.8 References to conditions are to these conditions.

2. Application of these conditions

2.1 These conditions shall apply to and be incorporated in the Contract and prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, order form, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on NetVector unless in writing and signed by a duly authorised representative of NetVector.

3. Order process

3.1 The signing of an Order Form for Services, Equipment and/or Rental Equipment by the Customer shall be deemed to be an offer by the Customer subject to these conditions. The Customer shall ensure that the Order Form is complete and accurate before the Customer signs it.

3.2 A binding contract shall not come into existence between NetVector and the Customer unless and until NetVector countersigns the Order Form, or NetVector supplies Services or Equipment, whichever is earlier.

3.3 No Order Form which has been countersigned by NetVector may be cancelled by the Customer, except with the agreement in writing of NetVector and provided that the Customer indemnifies NetVector in full against all loss (including without limitation loss of profit), costs, damages, charges and expenses incurred by NetVector as a result of cancellation.

3.4 All descriptive matter, specifications and advertising issued by NetVector are issued or published for illustrative purposes only and do not form part of the Contract. Any typographical or clerical error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by NetVector shall be subject to correction without any liability on the part of NetVector.

3

5.2 As NetVector is not the manufacturer or developer of the Equipment and Rental Equipment (where applicable), NetVector shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer or developer in respect of such Equipment or Rental Equipment to NetVector.

5.3 NetVector's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Equipment or Rental Equipment.

6. Delivery of Equipment and Rental Equipment

6.1 NetVector shall use its reasonable endeavours to deliver the Equipment or Rental Equipment (where applicable) on the date or dates specified in the Order Form but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order by NetVector. Time is not of the essence as to the delivery of Equipment or Rental Equipment and NetVector is not in any circumstances liable for any delay in delivery.

6.2 Equipment or Rental Equipment may be delivered by NetVector in advance of the quoted delivery date on giving reasonable notice to the Customer and may be delivered by separate instalments.

6.3 Any liability of NetVector for non-delivery of Equipment or Rental Equipment shall in all circumstances be limited to replacing the Equipment or Rental Equipment within a reasonable time or issuing a credit note at the pro rata contract price against any invoice raised for such Equipment or Rental Equipment.

6.4 NetVector may test and inspect Equipment or Rental Equipment on delivery to ensure that it complies with the requirements of the Contract but has no obligation to do so except as expressly provided in the Order Form. In respect of Equipment or Rental Equipment that includes software (wholly or in part), the Customer will install such software unless expressly provided in the Order Form.

6.5 Delivery of Equipment and Rental Equipment shall be made on a Business Day during Normal Business Hours. NetVector may levy additional charges for any deliveries made outside such hours at the Customer's request.

7. Risk and ownership

7.1 The Equipment shall be at the risk of NetVector until delivery to the Customer at the place of delivery specified in the Order Form.

4. Services

4.1 NetVector's provision of Services shall be deemed to commence on the Commencement Date and shall continue for the Initial Term unless otherwise terminated as provided in condition 16.

4.2 Where NetVector is performing or has performed a Services Package in circumstances where it is established that the Supported Infrastructure was not in good working order, or, work was carried out by NetVector under the Services Package and was necessary due to any of the following causes:

- (a) a defect in the manufacturer's design of the Supported Infrastructure;
- (b) faulty materials or workmanship in the manufacture or development of the Supported Infrastructure;
- (c) use of the Supported Infrastructure with hardware or software not supplied or approved in writing by NetVector;
- (d) any maintenance, alteration, modification or adjustment performed by persons other than NetVector or its employees or agents unless approved in writing by NetVector;
- (e) the Customer or a third party moving the Supported Infrastructure;
- (f) the use of the Supported Infrastructure in breach of any of the manufacturer's recommendations;
- (g) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Supported Infrastructure;
- (h) a failure or malfunction in the air conditioning or other environmental controls required for the normal operation of the Supported Infrastructure, or an error or omission in the correct use of that air conditioning or other environmental controls by the Customer;
- (i) the neglect or misuse of the Supported Infrastructure.

then NetVector shall charge, and the Customer shall pay, the Additional Services Fees in respect of such work which shall be deemed to be Additional Services.

4.3 Additional Services shall be charged at the Additional Services Rates for each of NetVector's personnel reasonably required to attend to the Additional Services.

4.4 Where the Services Package includes a Service Level Commitment, NetVector shall use commercially reasonable endeavours to perform the Services in accordance with, and meet the timings set out in, the Service Level Commitment.

5. Equipment and Rental Equipment

5.1 The quantity, price and description of the Equipment and Rental Equipment (where applicable) shall be as set out in the Order Form.

4

7.2 Ownership of the Equipment shall pass to the Customer on the later of completion of delivery (including without limitation off-loading), or when NetVector has received in full in cleared funds all sums due to it in respect of:

- (a) the Equipment; and
- (b) all other sums which are or which become due to NetVector from the Customer on any account.

7.3 Until ownership of the Equipment has passed to the Customer under condition 7.2, the Customer shall:

- (a) hold the Equipment on a fiduciary basis as NetVector's bailee;
- (b) store the Equipment (at no cost to NetVector) in satisfactory conditions and so that it remains readily identifiable as NetVector's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
- (d) keep the Equipment insured on NetVector's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of NetVector and hold the proceeds of such insurance on trust for NetVector and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

7.4 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 16 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to NetVector on the due date.

7.5 The Rental Equipment shall at all times remain the property of NetVector, and the Customer shall have no right, title or interest in or to the Rental Equipment (save the right to possession and use of the Rental Equipment subject to the terms and conditions of this Contract) except where the Customer purchases the Rental Equipment pursuant to the Purchase Option in condition 10.13 (**Purchase Option**).

7.6 The risk of loss, theft, damage or destruction of the Rental Equipment shall pass to the Customer on delivery to the Customer at the place of delivery specified in the Order Form. The Rental Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Rental Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Rental Equipment is redelivered to NetVector. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Rental Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as NetVector may from time to time nominate in writing;
- (b) insurance for such amounts as a prudent owner or operator of the Rental Equipment would insure for, or such amount as NetVector may from time to time reasonably

5

6

require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Rental Equipment; and

- (c) insurance against such other or further risks relating to the Rental Equipment as may be required by law, together with such other insurance as NetVector may from time to time consider reasonably necessary and advise to the Customer.

7.7 The Customer shall give immediate written notice to NetVector in the event of any loss, accident or damage to the Rental Equipment arising out of or in connection with the Customer's possession or use of the Rental Equipment.

7.8 If the Customer fails to effect or maintain any of the insurances required under this agreement, NetVector shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

7.9 The Customer grants NetVector, its agents and employees an irrevocable licence at any time on reasonable notice during Normal Business Hours to enter the Site or any alternative premises where the Equipment or Rental Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by NetVector in repossessing the Equipment or Rental Equipment shall be borne by the Customer.

7.10 On termination of the Contract for any reason, NetVector's (but not the Customer's) rights in this condition 7 shall remain in effect.

8. Customer's obligations

8.1 The Customer shall in a timely manner:

- (a) co-operate with NetVector in all matters relating to the Contract;
- (b) provide such personnel assistance, as may be reasonably requested by NetVector and procure that the Customer's personnel comply with the reasonable requests of NetVector;
- (c) be responsible (at its own cost) for preparing the Site for the supply of the Equipment, Rental Equipment and/or Services;
- (d) provide in a timely manner such information and data as NetVector may request in the performance of the Services, and ensure that such information is accurate in all material respects;
- (e) ensure that the Supported Infrastructure is installed and kept in suitable premises and under suitable conditions, permit only trained and competent personnel to use it and follow any operating instructions as NetVector may give from time to time;
- (f) perform all Customer administered tasks and routines requested by NetVector in accordance with the schedule or specification for such tasks and routines agreed with NetVector;

7

(g) permit NetVector or its duly authorised representative to inspect the Rental Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Rental Equipment may be located, and shall grant reasonable access and facilities for such inspection;

(h) not, without the prior written consent of NetVector, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Rental Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

(i) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of NetVector in the Rental Equipment;

(j) not suffer or permit the Rental Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Rental Equipment is so confiscated, seized or taken, the Customer shall notify NetVector and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Rental Equipment and shall indemnify NetVector on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(k) not use the Rental Equipment for any unlawful purpose;

(l) ensure that at all times the Rental Equipment remains identifiable as being NetVector's property and wherever possible shall ensure that a visible sign to that effect is attached to the Rental Equipment;

(m) deliver up the Rental Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as NetVector requires, or if necessary allow NetVector or its representatives access to the Site or any premises where the Rental Equipment is located for the purpose of removing the Rental Equipment; and

(n) not do or permit to be done anything which could invalidate the insurances referred to in clause 7.6.

8.3 If NetVector's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay to NetVector on demand all reasonable costs, charges or losses sustained or incurred by it, subject to NetVector confirming such costs, charges and losses to the Customer in writing.

8.4 The Customer shall not, and shall not allow any other person to, violate or attempt to violate any aspect of the security of NetVector's Systems. Examples of violations include without limitation:

- (a) accessing, copying, moving, transferring, deleting or in any way modifying data unlawfully or without consent;
- (b) attempting to probe, scan or test the vulnerability of any computer system or network or to breach security or authentication measures;

9

(g) ensure that there is a legitimate licence for every copy of a software programme in use in the Supported Infrastructure and that such licences permit use by NetVector as required to provide the Services Package and comply with such licence terms and conditions;

(h) notify NetVector promptly if the Supported Infrastructure is discovered to be operating incorrectly;

(i) at all reasonable times permit full and free access to the Site, the Customer's data and the Supported Infrastructure to NetVector, its employees, contractors and agents, and provide them with adequate and safe working space, and any telecommunications facilities as are reasonably required to enable NetVector to perform the Services at the Site;

(j) take any steps reasonably necessary to ensure the safety of NetVector's personnel when attending the Site;

(k) not allow any person other than NetVector to maintain, alter, modify or adjust the Supported Infrastructure without the prior written approval of NetVector;

(l) not move the Supported Infrastructure from the Location without the prior written approval of NetVector (approval not to be unreasonably withheld or delayed);

(m) store any reserve equipment only in conditions approved by NetVector, and make this equipment available for periodic maintenance, as with all other Supported Infrastructure;

(n) only use supplies or materials supplied or approved by NetVector (approval not to be unreasonably withheld or delayed).

8.2 In relation to Rental Equipment the Customer shall:

(a) ensure that the Rental Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;

(b) take such steps (including compliance with all safety and usage instructions provided by NetVector) as may be necessary to ensure, so far as is reasonably practicable, that the Rental Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

(c) maintain at its own expense the Rental Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the start of the Rental Period (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Rental Equipment;

(d) make no alteration to the Rental Equipment and shall not remove any existing component(s) from the Rental Equipment;

(e) keep NetVector fully informed of all material matters relating to the Rental Equipment;

(f) keep the Rental Equipment at all times at the Site and shall not move or attempt to move any part of the Rental Equipment to any other location without NetVector's prior written consent;

8

(c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "denial of service attacks", "mail bombing" or "crashing";

(d) taking any action in order to obtain services to which the Customer is not entitled.

9. Software licence

9.1 In relation to any software forming part of the Equipment:

(a) the Customer acknowledges that it is buying only the media on which the software is recorded and the accompanying user manuals;

(b) nothing contained in these conditions shall be construed as an assignment of any Intellectual Property Rights in the software or user manuals; and

(c) the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the software and user manuals, and shall comply with all licence contracts, terms of use and registration requirements relating to them.

10. Charges and payment

10.1 The charges for the Equipment, Rental Equipment and/or Services shall be stated in the Order Form. All prices stated by NetVector are, unless other stated, exclusive of VAT and other charges and duties, which NetVector shall add to its invoices at the appropriate rate.

10.2 Subject to any special terms agreed in writing between the Customer and NetVector, NetVector may invoice the Customer for the cost of any Equipment and any initial charges for Rental Equipment and/or Services on or at any time following NetVector's countersignature of the Order Form.

10.3 NetVector reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of Equipment or any Services to reflect any increase in the cost to NetVector which is due to market conditions or any factor beyond the control of NetVector (including without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Equipment or the Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give NetVector adequate information or instructions.

10.4 Where a Services Package is provided for a fixed price (charged monthly or annually):

- (a) the price for the Services Package shall be the amount set out in the Order Form. The charges for Services shall be invoiced to NetVector in accordance with the Order Form. All amounts due under this Contract shall be paid by the Customer to NetVector in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law);

10

- (b) any fixed price for a Services Package shall exclude ancillary expenses reasonably incurred by NetVector in connection with the Services Package, including without limitation the costs of sundries reasonably and properly required by NetVector for the supply of the Services Packages. Such expenses, materials and third party services shall be invoiced by NetVector.
- 10.5 Where the Services are provided on a time spent basis:
- (a) the hourly charging rates shall be the amount set out in the Order Form. The charges for the Services shall be invoiced by NetVector in accordance with the Order Form and where no such invoicing terms are specified, such charges shall be invoiced at the end of month in which the Services were supplied;
- (b) all charges are based on units of time of 15 minutes for individuals whom NetVector engages on the Services and NetVector shall ensure that its personnel complete time sheets recording time spent on the Services;
- (c) ancillary expenses reasonably incurred by NetVector in connection with the Services, including without limitation the costs of sundries reasonably and properly provided by third parties required by NetVector for the supply of the Services shall be invoiced by NetVector in addition to the hourly charging rates.
- 10.6 NetVector shall invoice the Customer monthly in arrears for any Additional Service Fees incurred in relation to Additional Services. NetVector shall ensure that its personnel complete time sheets recording time spent on Additional Services and each invoice shall set out the time spent by each member of personnel and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
- 10.7 The Customer shall pay each invoice submitted to it by NetVector in full, and in cleared funds, within 30 days of receipt.
- 10.8 Without prejudice to any other right or remedy that NetVector may have, if the Customer fails to pay NetVector on the due date NetVector may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. NetVector reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- (b) terminate the Contract or suspend any further deliveries, installation or warranty of Equipment and/or the provision of Services to the Customer until payment has been made in full.
- 10.9 Time for payment shall be of the essence of the Contract.

11

- (a) to improve or add to the Services Package;
- (b) to make changes for operational reasons where these do not have a materially adverse effect on the performance of the Contract;
- (c) to reflect any changes made by any third party supplier of NetVector;
- (d) in order to comply with any law or legal obligations or any change to any law or legal obligation (but does not assume the obligation to); and
- (e) to maintain the integrity, efficiency and security of the Services Package and/or any part of the Support Infrastructure.
- 11.6 NetVector and its suppliers reserve the right to make any changes in the specification of the Equipment or Services which are required to conform with any applicable legislation or, which do not materially affect the quality or performance of the Contract.
- 12. NetVector's warranties**
- 12.1 NetVector warrants to the Customer that:
- (a) the Services shall be performed:
- (i) by an appropriate number of suitably qualified and experienced personnel;
- (ii) using all reasonable skill and care and in accordance with Good Industry Practice; and
- (iii) in accordance with all applicable laws and regulations in force from time to time.
- (b) all Equipment supplied shall be free from defect and operate in accordance with their respective manufacturer's technical specifications;
- (c) NetVector has the full capacity and authority and all necessary permissions, licences and consents necessary to enter into, and perform its obligations under, this Contract.
- 12.2 NetVector does not warrant that the Services will be uninterrupted or error-free.
- 12.3 NetVector shall procure that its personnel shall, while on Site, comply with the Customer's reasonable health and safety and security policies provided that these policies have been brought to the attention of its personnel.
- 12.4 Except as expressly stated in this Contract, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including satisfactory quality, fitness for purpose and suitability) are hereby excluded to the fullest extent permitted by law.
- 12.5 NetVector shall not in any circumstances be liable for a breach of the warranty contained in condition 12.1 unless:

13

- 10.10 All payments payable to NetVector under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 10.11 NetVector may appropriate payments by the Customer as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.
- 10.12 NetVector may, without prejudice to any other rights it may have, set off any liability of the Customer to NetVector against any liability of NetVector to the Customer.
- 10.13 The Customer shall have the option exercisable by not less than twenty (20) Business Days' written notice to NetVector, to purchase the Rental Equipment on the last Business Day of the Rental Period at the Purchase Option Price. The Purchase Option may be exercised only if all amounts due to NetVector under this agreement up to the date of exercise of the Purchase Option have been paid in full by the Customer. Upon completion of the purchase of the Rental Equipment under this clause 10.13, such title to the Rental Equipment as NetVector had on the commencement Rental Period shall transfer to the Customer. The Rental Equipment shall transfer to the Customer in the condition and at the location in which it is found on the date of transfer.
- 11. Changes**
- 11.1 The Customer may upgrade the Services Package during the course of the Initial Term and any Renewal Period with NetVector's prior written approval on terms to be agreed.
- 11.2 If either party wishes to change the scope or execution of the Services Package it shall submit details of the requested change to the other in writing.
- 11.3 If either party requests a change, NetVector shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
- (b) any variations to the fees arising from the change;
- (c) the likely effect of the change on the Services Package; and
- (d) any other impact of the change on the terms of this Contract.
- 11.4 If the Customer wishes NetVector to proceed with the change, NetVector has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges and any other relevant terms of this Contract to take account of the change.
- 11.5 NetVector shall be entitled to make variations and additions to the Services Package from time to time (acting reasonably) without the consent of the Customer:

12

- (a) the Customer gives written notice of the defect to NetVector within seven days of the time when the Customer discovers or ought to have discovered the defect; and
- (b) after receiving the notice, NetVector is given a reasonable opportunity of examining such Equipment and the Customer (if asked to do so by NetVector) returns such Equipment to NetVector's place of business for the examination to take place there.
- 12.6 Subject to clause 13, NetVector shall not in any circumstances be liable for a breach of the warranty in condition 12.1 if:
- (a) the Customer makes any use of Equipment in respect of which it has given written notice under condition 12.5(a); or
- (b) the defect arises because the Customer failed to follow NetVector's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) Good Industry Practice;
- (c) the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- (d) the Customer alters or repairs the relevant Equipment without the written consent of NetVector;
- (e) the defect arises because of hardware or software not forming part of the Supported Infrastructure;
- (f) the defect arises due to integration or inoperability issue attributable to any third party services or systems or legacy systems not forming part of the Supported Infrastructure; or
- (g) the defect arises due to unauthorised access to the Supported Infrastructure, unless the Services Package includes NetVector providing appropriate security for the Supported Infrastructure.
- 12.7 NetVector shall not in any circumstances be liable for any damage or defect to the Equipment or Rental Equipment caused by improper use of the Equipment or Rental Equipment, or use outside its normal application.
- 13. Limitation of liability**
- 13.1 The following provisions set out the entire financial liability of NetVector (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of the Contract howsoever arising; and
- (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising out of or in connection with the Contract.

14

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

13.3 Nothing in these conditions excludes or limits the liability of NetVector for:

- (a) death or personal injury caused by NetVector's negligence; or
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.4 Subject to condition 13.2 and condition 13.3:

- (a) NetVector shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss or corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) NetVector's total liability in contract, tort (including without limitation negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 150% of the total charges paid by the Customer to NetVector during the 12 month period immediately preceding the date on which the cause of action first arose.

13.5 Both parties accept that the limitations and exclusions set out in this Contract are reasonable having regard to all circumstances.

14. Intellectual Property Rights

14.1 The Customer acknowledges that all Intellectual Property Rights and all other rights used by or subsisting in the Equipment, the Rental Equipment and/or Services shall be owned by NetVector or its suppliers/licensors. In respect NetVectors rights, NetVector hereby licences all

15

such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Equipment, the Rental Equipment and/or the Services as is envisaged by the parties. If NetVector terminates the Contract under condition 16, the licence in respect of NetVector's rights will automatically terminate.

14.2 NetVector and its licensors shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of NetVector.

14.3 NetVector's and its licensors' Intellectual Property Rights in and relating to the Contract shall remain the exclusive property of NetVector or the relevant licensors (as applicable), and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

15. Confidentiality and non-solicitation

15.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by NetVector or its agents, and any other confidential information concerning NetVector's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to NetVector, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

15.2 Each party may be given access to confidential information from the other party in order to perform its obligations under the Contract. A party's confidential information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

15.3 Subject to condition 15.4, each party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of the Contract.

16

15.4 A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

15.5 All materials, equipment and tools, drawings, specifications and data supplied by NetVector to the Customer shall at all times be and remain the exclusive property of NetVector, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to NetVector, and shall not be disposed of or used other than in accordance with NetVector's written instructions or authorisation.

15.6 The Customer shall not, without the prior written consent of NetVector, at any time from the date of this agreement to the expiry of 6 months after the termination or expiry of the Contract, solicit or entice away from NetVector or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of NetVector in the provision of the Services.

15.7 NetVector shall not, without the prior written consent of the Customer, at any time from the date of this agreement to the expiry of 6 months after the termination or expiry of the Contract, solicit or entice away from the Customer, or employ or attempt to employ any person who is, or has been, engaged as an employee of Customer with whom NetVector dealt in course of the provision of the Services.

15.8 This condition 15 shall survive termination of the Contract, however arising.

16. Term and Termination

16.1 The Contract for Services shall commence on the Commencement Date. Unless terminated earlier in accordance with this condition 16, this Contract shall continue for the Initial Term. At the end of the Initial Term, this Contract shall continue until either party gives not less than 60 days notice to end the Contract at the end of the Initial Term or at any time thereafter.

16.2 The Rental Period starts on the Commencement Date and shall continue for the period specified in the Order Form, unless the Contract is terminated earlier in accordance with this condition 16.

16.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:

- (a) the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

17

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party;

(f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(g) the holder of a qualifying floating charge over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 16.3(a) to condition 16.3(l) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.4 NetVector may suspend any deliveries, installation or warranty of Equipment and/or the provision of Services to the Customer under the Contract without liability to NetVector if any payment is not paid when due or any of the events mentioned in conditions 16.3(a) to 16.3(k) (inclusive) occur in respect of the Customer.

16.5 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

16.6 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16.7 On termination of this Contract for any reason, each party shall as soon as reasonably practicable:

18

- (a) return or destroy (as directed in writing by the other party) any documents, handbooks, CD-ROMs or DVDs or other information provided to it by the other party or data for the purposes of this Contract, including all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information. If required by the other party, it shall provide written evidence no later than 14 days after termination of this Contract that these have been destroyed and that it has not retained any copies of them, except for one copy that it may use for audit purposes only, and subject to the confidentiality obligations in condition 15;
 - (b) delete (to the extent possible) any proprietary software belonging to the other party and all the other party's Confidential Information from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party. Each party shall provide written confirmation no later than 14 days after termination of this Contract that this software and Confidential Information has been deleted;
 - (c) return all of the other party's equipment and materials, failing which the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, the party remaining in possession shall be solely responsible for their safe-keeping;
 - (d) the Customer shall immediately pay any outstanding amounts owed to NetVector pursuant to this Contract.
- 16.7 Subject to compliance with condition 16.6, on termination of the Contract NetVector shall supply to the Customer details of all passwords used for accessing the Supported Infrastructure and remove NetVector's access to the Supported Infrastructure.

17. Force majeure

NetVector shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of NetVector or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of NetVector or its sub-contractors. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, the Customer may terminate this Contract by giving 30 days written notice to NetVector.

18. Data Protection

- 18.1 Details of how we will process personal information are set out in our Privacy Policy. We will use any personal information you provide to us to:

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and Remedies

Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

- 21.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of this Contract.

- 21.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

- 22.1 This Contract 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.

- 22.2 Each party acknowledges that in entering into this Contract 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 this Contract.

- 22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

- 22.4 Nothing in this condition shall limit or exclude any liability for fraud.

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

- 18.2 With respect to the Customer's and NetVector's rights and obligations under this Contract, the parties agree that the Customer is the Data Controller and that NetVector is the Data Processor and clauses 18.3 to 18.5 shall apply.

- 18.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

- 18.4 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to NetVector for the duration and purposes of this Contract.

- 18.5 NetVector shall, in relation to any Personal Data processed in connection with the performance by NetVector of its obligations under this agreement:

- (a) process that Personal Data only on the written instructions of the Customer unless NetVector is required by law;
- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to 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, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data.

23. Assignment

- 23.1 The Customer shall not, without the prior written consent of NetVector, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

- 23.2 NetVector may at any time assign or transfer all or any of its rights or obligations under the Contract, but it shall not sub-contract the Services without the written consent of the Customer (such consent not to be unreasonably withheld or delayed).

24. Third party rights

No one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

25. Notices

- 25.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be:

- (a) 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);
- (b) sent by fax to its main fax number; or
- (c) sent by email to its main email address.

- 25.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) 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
- (c) if sent by fax or email, at 9.00 am on the next Business Day after transmission.

- 25.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Governing law

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation disputes or claims) are governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).