

TERMS AND CONDITIONS – SUPPLY OF SERVICES

Definitions

CNNECT means CNNECT Group Limited.

Confidential Information means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after formation of the Contract), including all information relating to the other's business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which:

- (a) is available to the public other than because of any breach of these Terms;
- (b) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
- (c) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or
- (d) is trivial or obvious;

CNNECT's Confidential Information includes Supplier Materials.

Contract means the contract for the supply of Services formed by the Customer's written acceptance of the relevant SOW which shall be governed by these Terms and Conditions.

Customer means the person, firm or company procuring Services from CNNECT.

Customer Materials means all intellectual property, works, products, documentation, information, data and other material of any kind provided or made available by or on behalf of the Customer in connection with the Deliverables and/or Services pursuant to these Terms.

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and all other legislation and regulatory requirements in force from time to time.

Deliverables mean the deliverables set out in the SOW to be provided by CNNECT, subject to these Terms.

Effective Date means the earlier of either the Customer issuing a purchase order to CNNECT for the Services; the Customer approving the quote sent by CNNECT to the Customer for the Services via email; or the date on which CNNECT commences the Services.

Intellectual Property Rights means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action).

Services means the services set out in the SOW to be provided by CNNECT subject to these Terms.

SOW refers to the Statement of Work which contains all relevant details relating to the Services to be provided by CNNECT to the Customer.

Supplier Materials means all intellectual property, works, products, documentation, information, data and other material of any kind (including computer software and firmware, designs and specifications) provided or made available by or on behalf of CNNECT in connection with the Deliverables and/or Services which, in any event, does not constitute Developed Materials or Third Party Materials.

Terms means these Terms and Conditions.

Third Party Materials means intellectual property, works, goods, products, documentation, information, data and other material of any kind provided or made available by a third party, including material sourced by CNNECT from a third party but supplied as part of the Deliverables or Services.

1 Provision of Services

- 1.1 All Services sold by CNNECT are sold subject to these Terms and any corresponding SOW. Mutual agreement to an SOW by the parties, shall incorporate these Terms and shall form the Contract for the Services between CNNECT and the Customer.
- 1.2 In the event of any conflict, inconsistency or ambiguity between these Terms and any SOW, the provisions of the relevant SOW shall take precedence and prevail over these Terms to the extent of such conflict, inconsistency or ambiguity only, and the remaining provisions of these Terms shall continue in full force and effect.
- 1.3 These Terms and the relevant SOW shall be the sole terms and conditions of any provision of Services by CNNECT to the Customer, unless the parties agree to a separate Master Services Agreement or Managed Services Agreement which they have mutually agreed shall govern the supply of Services (the “Services Agreement”). Where

the parties have agreed to a Services Agreement, such agreement shall take priority over these Terms. In the absence of a Services Agreement, the placing of an order for or the acceptance of the Services by the Customer shall indicate unqualified acceptance of these Terms.

1.4 No representative, agent or salesperson has the authority to vary, amend or waive any of these Terms on behalf of CNNECT and no amendment or addition to any of these Terms shall be deemed to have been accepted unless accepted in writing by CNNECT.

1.5 CNNECT shall provide the Services in accordance with any specification set out in the SOW provided that CNNECT reserves the right to change the technical specifications of any of the Deliverables and/or Services provided that such change does not materially affect the performance or functionality of such Deliverables and/or Services.

1.6 The Customer acknowledges and agrees that CNNECT's performance of the Services shall be conditional upon:

- (a) the Customer providing, or procure the provision of, access to the Customer's premises and all facilities where needed when onsite as reasonably required by CNNECT, and promptly fulfilling any specific obligations stated in the SOW to be the Customer's responsibility, which the Customer agrees to do;
- (b) the Customer promptly providing all reasonable assistance, information and decision-making as reasonably required by CNNECT from time to time, which the Customer agrees to give; and
- (c) all Customer Materials being reliable, accurate and complete in all respects;

and the Customer acknowledges and agrees that, notwithstanding any other provision of these Terms, to the extent that any of the foregoing obligations are not fulfilled, CNNECT's ability to provide the Services may be compromised, in which event, CNNECT shall have no liability to that extent.

1.7 In the event that any obligation of CNNECT to perform the Services is delayed as a result of an act or omission of the Customer then, without prejudice to CNNECT's other rights and remedies:

- (a) any time periods or deadlines relating to CNNECT's performance of its obligations will be extended by a reasonable amount (being at least the duration of such delay by the Customer); and
- (b) the Customer shall reimburse CNNECT for all costs which are reasonably incurred by CNNECT as a direct result of such delay, provided that CNNECT uses its reasonable efforts to mitigate those costs.

1.8 Each party acknowledges that in order to ensure that timescales and costs estimates are met in relation to the provision of Services, it is important that changes are properly managed. Accordingly, there is a defined procedure for managing and approving changes (the "Change Control Procedure"). This procedure is as follows:

- (a) changes may be proposed by either party;

- (b) CNNECT will advise the Customer if any proposed change would (if implemented) be likely to have a material impact on Services timescales and/or costs or any other material impact on these Terms. Where possible, CNNECT will specify the extra time or cost that will result from a proposed change. If a significant amount of work is required to assess the impact of a proposed change, CNNECT shall provide the price for this assessment work and the parties will then decide whether or not the assessment should be carried out. If such work is carried out, then part of the output of that work will be to specify impact on time and the price of the proposed change;
- (c) the parties will consider proposed changes in the light of CNNECT's recommendations and impact assessment (if any) and will:
 - (i) agree them for immediate inclusion in the Contract (in which case the parties must also agree any relevant changes to the Services timescales and/or cost that result);
 - (ii) provisionally approve them for consideration for inclusion later in the Contract (in which case their inclusion will be subject to agreement at that later stage); or
 - (iii) reject them; and
- (d) any approved changes and any consequent effects on the Services timescales, costs and/or responsibilities will be documented and signed by authorised representatives of each party.

2. Charges, invoicing and payment

- 2.1 CNNECT shall charge the Customer for the Services in accordance with the SOW.
- 2.2 Unless otherwise expressly provided in the SOW, all amounts referred to in the SOW are exclusive of value added tax or other applicable sales tax which, where chargeable by CNNECT, shall be payable by the Customer at the rate and in the manner prescribed by law. They are also exclusive of any other applicable taxes, duties, levies and governmental charges of any kind (except for taxes exclusively attributable to CNNECT's income), which the Customer shall be additionally liable to pay to CNNECT.
- 2.3 CNNECT shall invoice the Customer for the amounts due in accordance with the SOW. All invoices shall be due within 30 days of the invoice date.

3. Representatives

On or before the commencement of the Services, CNNECT shall appoint a manager who shall be responsible for the co-ordination of all matters relating to the provision of Services to ensure that they are properly managed (the "Account Manager"). The Customer shall appoint a manager who shall function as the Customer's counterpart to the Account Manager, responsible for the co-ordination of all matters relating to the receipt of the Services (the "Customer Manager").

4. Review meetings

- 4.1 The parties shall attend and participate in regular and (upon reasonable notice) ad hoc review meetings at such frequency as determined by the mutual agreement of the parties, to discuss CNNECT's performance of the Services. CNNECT shall ensure the availability of the Account Manager and/or other appropriate delegate(s) and the Customer shall ensure the availability of the Customer Manager and/or other appropriate delegate(s) to attend and participate in such meetings.
- 4.2 During review meetings, the parties may all also raise, discuss and, where possible, resolve any specific issues concerning the Services, working relationships or procedures and any other matters nominated by either party.

5. Warranties

5.1 CNNECT warrants that:

- (a) it has the right to enter into the Contract and to provide the Services as contemplated by the SOW;
- (b) the Services and Deliverables shall substantially conform to the specification set out in the SOW; and
- (c) the Services shall be performed with reasonable care and skill.

5.2 To the extent that the Customer is provided by CNNECT with any Third Party Materials, CNNECT shall use its reasonable endeavours to pass on, to the extent legally possible, the benefit of any third party warranty given to CNNECT in relation to such Third Party Materials (subject to any burdens and/or conditions attached to such warranty), but CNNECT gives no other warranty in respect to any Third Party Materials.

5.3 The Customer warrants that no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, threatened) for its bankruptcy, winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator or similar officer in relation to any of its assets or revenues.

5.4 If any of the warranties in clauses 5.1(b) and 5.1(c) are breached, the Customer must notify CNNECT as soon as possible. The Customer must give CNNECT a reasonable time to fix the problem, including (at CNNECT's discretion) by supplying the Customer with a corrected version of the Deliverables or a reasonable way to work around the problem that is not materially detrimental to the Customer and/or by re-performing any relevant Services. This will be done without any additional charge to the Customer. If CNNECT is able to do this within a reasonable time, this shall be the Customer's sole and exclusive remedy in relation to such breach and CNNECT will, subject to clause 8.1, have no other obligation or liability in relation to such breach.

5.5 Except as expressly set out in these Terms and subject only to clause 8.1, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Deliverables or Services or to anything supplied or provided by CNNECT under these Terms.

6. Intellectual Property Rights

- 6.1 Subject to clauses 6.2, all Intellectual Property Rights in the Supplier Materials and, unless otherwise expressly agreed in the SOW, all intellectual property, works, products, documentation, information, data and other material of any kind acquired or created by or on behalf of CNNECT for the Customer, conceived or created in the course of or in relation to the provision of the Services (the "Developed Materials"), shall, at all times, be and remain the exclusive property of CNNECT or its third party licensors. CNNECT grants the Customer a fully paid-up, royalty-free, worldwide, non-exclusive licence to use the Developed Materials, and to use any Supplier Materials that are embedded or incorporated into the Deliverables, to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables.
- 6.2 Where expressly set out in the SOW that the Intellectual Property Rights in those Developed Materials that are commissioned by the Customer or made to its specification and created specifically for the Customer and for the express purpose of being supplied to the Customer are to be owned by the Customer (the "Work Product"), CNNECT assigns to the Customer, or shall procure the assignment to the Customer of, all such rights (whether presently existing or to be created in the future) and agrees to execute, or procure the execution of, all documents reasonably necessary to give effect to the Customer's title to the Intellectual Property Rights in the Work Product.

7. Indemnities

- 7.1 The Customer shall indemnify CNNECT against all loss or damage that CNNECT incurs or suffers however arising as a result of or in connection with any claim by a third party that the receipt, possession and/or use, in accordance with these Terms, by CNNECT of the Customer Materials, as provided by or on behalf of the Customer, infringes the Intellectual Property Rights of any third party.

8. Exclusions and limitations

- 8.1 Neither party's liability:

- (a) for death or personal injury caused by its negligence;
- (b) for fraudulent misrepresentation or for any other fraudulent act or omission;
- (c) for breach of any statutorily-implied term as to title to the Deliverables;
- (d) under Part I of the Consumer Protection Act 1987;
- (e) to pay sums properly due and owing to the other under the Contract; or
- (f) for any other liability which may not lawfully be excluded or limited;

is excluded or limited by these Terms, even if any other clause of the Terms would otherwise suggest that this might be the case.

- 8.2 Subject to clause 8.1, neither party shall be liable (whether for breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any:
- (a) loss of profit;

- (b) loss of sales, turnover, revenue or business;
- (c) loss of customers or contracts;
- (d) loss of or damage to reputation or goodwill;
- (e) loss of anticipated savings;
- (f) loss of any software or data;
- (g) loss of use of hardware or equipment, or
- (h) indirect, consequential or special loss;

arising out of or relating to these Terms, whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this clause 8.2, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss). Notwithstanding the foregoing, the exclusions in clauses 8.2(a) and (b) shall not apply to any loss suffered by CNNECT in the event of the Customer's wrongful termination of these Terms.

8.3 Subject to clause 8.1, CNNECT shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of:

- (a) the use of any Deliverable except for their normal intended purpose;
- (b) any adaptation or modification of any Deliverable, or integration or combination with any other product or material not supplied by CNNECT, in each case carried out by anyone other than CNNECT or without CNNECT's express written consent; and/or
- (c) the compliance by CNNECT with any design, specification or instructions provided by on behalf of the Customer.

8.4 Subject to clauses 8.1 and 8.2, each party's total liability arising out of or relating to the Contract (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited, in aggregate for all claims arising during the term of the Contract, to 100% of the total of all amounts payable (whether or not yet paid) by the Customer under the relevant SOW. The total liability of each party for any specific event will not exceed the total aggregate liability for that party, as calculated above, less any sums payable for previous events giving rise to liability on the part of such party that have occurred prior to the date of the specific event.

9. Confidentiality

9.1 Each party shall:

- (a) keep confidential all Confidential Information of the other party which it receives in connection with the Contract;
- (b) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, the Contract;

- (c) subject to clause 9.2, not disclose such Confidential Information to any third party (other than its professional advisers, officers, employees, agents, contractors and sub-contractors on a 'need to know' basis as strictly required for the purposes of the Contract and subject to each such person being bound by an obligation of confidentiality equivalent to this clause 9); and
- (d) promptly, upon request and, in any event, upon termination of the Contract (for whatever reason), return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other party, certify in writing that it has done so.

9.2 Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).

10. Data protection

10.1 Each party shall comply with the Data Protection Laws when performing its respective obligations under the Contract.

10.2 In this clause 10, the terms "personal data", "process" and "processor" shall have the meanings given in the applicable Data Protection Laws. The parties shall enter into a supplementary data processing agreement that sets out a description of the personal data being processed under the Contract and further details required pursuant to Data Protection Laws, where required. In relation to all personal data provided or made available to CNNECT by or on behalf of the Customer, CNNECT:

- (a) acknowledges that, as between the parties, it acts only as a processor;
- (b) shall only process such personal data in accordance with the Contract and the Customer's instructions issued from time to time (which the Customer shall ensure are compliant with the Data Protection Laws).
- (c) shall implement and operate, and shall procure that any permitted sub-processor implements and operates, appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by any processing of such personal data, in particular protection from accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by CNNECT pursuant to the Contract; and
- (d) shall not, without the prior written consent of the Customer, transfer any such personal data to a country or territory outside the European Economic Area unless adequate contractual or other assurances have first been put in place such as will enable each party to comply with the requirements of the Data Protection Laws.

11. Term

These Terms shall commence on the Effective Date and shall, unless sooner

terminated in accordance with its terms, terminate automatically following the receipt of payment of all outstanding invoices for the provision of Services under the Contract.

12. Termination

12.1 Either party may terminate the Contract by giving the other written notice if:

- (a) the other materially breaches any term of the Contract and it is not possible to remedy that breach;
- (b) the other materially breaches any term of the Contract (which, in the case of the Customer, shall include non-payment of any invoiced amount that is properly due and owing) and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in writing to do so;
- (c) the other becomes insolvent, makes composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so; or
- (d) the other is delayed in performing its obligations under the Contract, under clause 14 for a period of 30 days or more.

For the purposes of this clause 12.1, in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred.

13. Consequences of termination

13.1 Termination of the Contract for any reason will not affect:

- (a) any accrued rights or liabilities which either party may have by the time termination takes effect; or
- (b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after termination.

14. Force majeure

14.1 Neither party will be liable to the other for any failure or delay in performing its obligations under the Contract which arises because of any circumstances which it cannot reasonably be expected to control (which shall include act of God, explosion, flood, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, prohibitions or measures of any kind on the

part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving personnel of CCONNECT or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery or breakdown in machinery, or interruption or failure of the internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing, but shall not include shortage or lack of available funds on the part of the Customer), provided that it:

- (a) notifies the other in writing as soon as reasonably practicable about the nature and extent of the circumstances and likely effects;
- (b) uses reasonable efforts to mitigate the effects of the circumstances so as to minimise or avoid any adverse impact on the other; and
- (c) uses reasonable efforts to resume performance as soon as reasonably practicable.

15. General

The Customer may not sub-license or assign, sub-contract or delegate any or all of its rights or obligations under the Contract without the prior written consent of CCONNECT. CCONNECT may sub-license or assign any or all of its rights under the Contract and sub-contract the performance of any of its obligations under the Contract, without the Customer's consent, provided it notifies the Customer if it does so. In the event that CCONNECT sub-contracts performance of its obligations, CCONNECT will remain liable for performance of the relevant obligations.

15.1 Any notice given to a Party under or in connection with the Contract shall be in writing and be:

- (a) Delivered by hand to its registered office or by pre-paid first class post or other next working day delivery service to its registered office or its principal place of business and in the case of CCONNECT such notice shall be addressed to the Technical Director;
- (b) sent by email to the following email addresses: (i) in the case of Customer to the Customer Representative and (ii) in the case of CCONNECT to legal@cnnect.com.

15.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address as designated in clause 16.1(a) above;
- (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
- (c) if sent by email, at the time of transmission, or, if this time falls outside the hours of 9am – 5:30pm in the country of receipt (“Business Hours”), when Business Hours resume.

15.3 This clause does not apply to the service of any proceedings or other document

- 15.4 If any provision of the Contract is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of the Contract or the Contract as a whole. If any provision of the Contract is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it effective and enforceable.
- 15.5 All variations to the Contract must be agreed, set out in writing and signed on behalf of both parties before they take effect.
- 15.6 Except to the extent that these Terms expressly provides otherwise, nothing in these Terms shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were, or represent (expressly or by implying it) that it is, an agent of the other or has such authority.
- 15.7 A person who is not a party to the Contract shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.8 Except for sums properly due and owing to either party in the normal course of performance of the Contract, neither party shall give, offer, promise or authorise any payment, gift or other thing of value (whether financial or otherwise) to any of the other party's officers, employees, agents or contractors for the purpose of inducing or rewarding any favourable action or influencing any act or decision, and each party warrants that it has not done so prior to the commencement of this Contract.
- 15.9 The Contract sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. Provided always that nothing in this clause 15.9 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms shall apply or form part of the Contract. Each party acknowledges that it has not been influenced to enter the Contract by, and shall have no right or remedy (other than for breach of contract) in respect of, anything the other party has said or done or committed to do, except as expressly recorded in the Contract.
- 15.10 These Terms and any Contract formed subject to these Terms, shall be governed by English law. The parties submit to the exclusive jurisdiction of the English courts in relation to any dispute or difference between the parties arising out of or in connection with these Terms, its interpretation or subject-matter, or any Contract formed subject to these Terms.