

MICROTECHS TERMS AND CONDITIONS

Microtechs Ltd (“Microtechs”, “we” or “us”) provides IT-related services within the UK. Effective from 1 December 2021 our terms and conditions for provision of these services are as specified herein.

1. DEFINITIONS

Unless the context otherwise requires, the following expressions have the following meanings:

- Agreement:** means these terms and conditions together with any schedules or attachments together with any purchase order, statement of work or other additional terms agreed in writing.
- Equipment:** means any products, devices and equipment supplied to us by Client in support of the Services.
- Intellectual Property Rights:** means patents, trademarks, registered designs, applications for any of the foregoing, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country.
- Location:** means the locations where the Services are to be provided as described in an applicable purchase order or other written agreement issued hereunder.
- Materials:** means any or all documentation developed, written or prepared for providing the Services to you, specifically relating to products or product specifications, including but not limited to articles, photographs, drawings, data, diagrams, computer programs, charts, reports and specifications.
- Services:** means the services to be provided as described in a written Agreement or as otherwise agreed from time to time by the parties in a purchase order issued hereunder. For the avoidance of doubt, Schedules A and B describe the telephone technical support service and service levels.
- Supplier** Microtechs, together with any associated companies, successors or assigns.
- Supplier Personnel:** means our employees, contractors, associates and agents (including but not limited to engineers and technical support operatives).
- TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 1981, as amended from time to time.

2. ENGAGEMENT

You agree to engage us as your exclusive supplier of the Services and we hereby agree to provide the Services to you as an independent supplier on the terms and conditions set out in these Terms and Conditions.

3. TERM and TERMINATION

- 3.1 Unless otherwise specified within a purchase order, statement of work or other written agreement, the Services shall commence on the date of a signed Agreement with us (“Commencement Date”). They shall remain in force for an initial term of thirty-six (36) months (“the Term”). The Term shall be automatically extended for further twelve-month periods unless otherwise terminated in accordance with these Terms and Conditions.

3.2 Either party may serve notice of termination of the Services only as defined within these Terms and Conditions.

3.3 You may terminate the Services on immediate written notice only if the Supplier (including all its successors or assigns) shall have a receiver or administrative receiver appointed over its undertaking or assets.

4. PROVISION OF SERVICES

4.1 In performing the Services, we agree to meet the service levels set forth in any written Agreement.

4.2 We shall commence provision of the Services on the Commencement Date in accordance with the terms and conditions contained herein. The conditions of purchase specified in any purchase order agreed between the parties shall apply save to the extent that they are varied by the terms and conditions of these Terms and Conditions, in which case the latter will prevail.

5. THE SUPPLIER'S UNDERTAKINGS

We warrant and undertake that:

5.1 We have the skills and expertise necessary to provide the Services and the Services shall be provided with such skill and expertise on the terms set out in these Terms and Conditions;

5.2 The Services will be provided in a timely and professional manner, in accordance with the service levels and time schedules agreed between the parties and will conform to or exceed the standards generally observed in the industry for similar services.

6. CLIENT'S UNDERTAKING

You shall:

6.1 Ensure that relevant employees co-operate fully with our reasonable requests in relation to the provision of the Services; and

6.2 Promptly furnish us with such Equipment, Materials, information, and documents as we may reasonably request for the proper performance of our obligations; and

6.3 You will strictly adhere to the terms and conditions governing non-solicitation, as defined in Clause 19.

7. OWNERSHIP OF MATERIALS AND EQUIPMENT

7.1 You and we shall do all such things and sign all documents or instruments reasonably necessary to enable either party to obtain, defend and enforce its rights in the Materials.

7.2 Upon request and in any event upon the expiration or termination of the Services, both parties shall promptly deliver to each other all copies of the other party's Materials then in their custody, control or possession.

7.3 We hereby acknowledge and agree that all title and property in the Equipment shall at all times belong to Client.

7.4 The provisions of this Clause shall survive the expiration or termination of the Services.

8. FEES

8.1 Any fees payable by you for performance of the Services shall be subject to value added tax at the prevailing rate.

8.2 Any costs incurred with regard to the set-up, management, administration and support of the Services shall be borne solely by the party incurring such costs, save those noted elsewhere within these Terms and Conditions or other written Agreement with us.

9. CONFIDENTIAL INFORMATION

9.1 Confidential information shall only be disclosed pursuant to the terms of a Non-Disclosure Agreement with us, as set out in Schedule D.

10. EFFECT OF TERMINATION

On expiration or termination of the Services:

10.1 We shall cease all performance of the Services and immediately furnish to you all Equipment and work in progress and return to you all Materials and copies of confidential or proprietary information (as discussed in Clause 9 herein) related to the Services, except as provided for within a written Agreement;

10.2 You shall return to us any Materials provided by us and copies of confidential or proprietary information (as discussed in Clause 9 herein) related to the Services;

10.3 Except as expressly provided for under this Agreement all rights and obligations shall expire on termination of the Services except:

10.3.1 For such rights of action as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination;

10.3.2 That we shall, at your written request, complete all Services we have agreed to carry out and to that extent and for that purpose the provisions of these Terms and Conditions shall continue in effect until those Services have been performed;

10.4 You shall pay us for all necessary and reasonable costs incurred under the terms of this Agreement, upon the terms stated within Clause 8, and accrued up to the date of expiration or termination (including, where relevant, as extended under clause 10.3.2).

11. INDEMNITY AND INSURANCE

11.1 Nothing in these Terms and Conditions shall exclude or restrict liability in respect of:

11.1.1 death or personal injury resulting from negligence; or

11.1.2 any statutory liability for injury or damage caused by defective products and Equipment; or

11.1.3 consequences of any fraud.

11.2 Subject as provided in Clause 11.1, both parties shall fully indemnify the other party and keep the other party fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the other party may sustain or incur or which may be brought or established against it by any person including but not limited to your Customers and which in any case arise out of or in relation to or by reason of:

11.2.1 the negligence of either party and its employees, agents, consultants or subcontractors in the provision of the Services;

11.2.2 the breach of any of the warranties and undertakings;

11.2.3 infringement by either party of any Intellectual Property Rights.

11.3 Neither you nor we will be liable for any indirect, incidental, or consequential damages of any type, including lost profits, or lost data, arising out of or in connection with the Services, save as follows:

i. breach of terms set forth in Clause 7

- ii. breach of terms set forth in Clause 9
- iii. liability arising under this Agreement for death or personal injury caused by negligence; or
- iv. any indirect cost agreed in writing.

11.4 We shall obtain and at all times during the term of this Agreement maintain at our expense minimum insurance referred to as follows:

- Employers Liability Insurance (£2,000,000)
- Public/Product Liability Insurance (£1,000,000)

Failure to secure the insurance coverage, or the failure to comply fully with any of the insurance provisions of these Terms and Conditions or of any Agreement as may be necessary to carry out the terms and provisions of the Services shall be deemed to be a material breach of this Agreement.

11.5 Subject to Clause 11.1, each party's aggregate liability in contract, tort, negligence or otherwise arising out of or in connection with the Services or any Agreement for any one claim (including related claims or claims linked by time or event) is limited to £1,000,000.

12. NOTICES

12.1 All notices which are required shall be in writing and shall be sent to the address of the recipient set out in a written Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by recorded post and shall be deemed to have been delivered when signed for by a duly authorized employee.

12.2 Any notice that affects the validity or the existence of a written Agreement shall be delivered personally or sent by recorded delivery first class letter post or sent by email to the parties registered addresses.

13. FORCE MAJEURE

13.1 Neither you nor we shall be liable for any delay in performing any obligations under a written Agreement if such delay is caused by circumstances beyond the reasonable control of the party so delaying (an "Event of Force Majeure") and such party shall be entitled (subject to giving the other party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.

13.2 If such an Event of Force Majeure occurs and continues for a period of at least 28 days, the party who is not relying on the Event of Force Majeure as a defence for non-performance of their obligations under this Agreement shall be entitled to terminate this Agreement immediately.

14. INDEPENDENT SUPPLIER

We are an independent supplier and nothing in a written Agreement shall render us an employee, agent or partner of yours, and we shall not hold ourselves out as such. Neither you nor we shall have any right or power to bind the other to any obligation. Neither you nor we shall pay insurance, health, social-security contributions or taxes for or on behalf of the other Party.

15. COMPLIANCE

Both parties will comply with all applicable law in carrying out its obligations.

16. ENTIRE AGREEMENT

These Terms and Conditions (as amended from time to time) shall constitute the entire Agreement between us relating to the subject matter herein and supersedes all prior agreements, arrangements

and undertakings. No addition to or modification of any provision of these Terms and Conditions shall be binding upon the parties unless agreed in writing.

17. ILLEGALITY AND SEVERANCE

If any term or provision of these Terms and Conditions shall be held to be illegal or unenforceable in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Terms and Conditions, but the validity and enforceability of the remainder shall not be affected.

18. EXCLUSION OF THIRD PARTY RIGHTS

A person who is not a party to any Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or otherwise derive any benefit from any of our Terms and Conditions.

19. NON-SOLICITATION

You agree that during the term of provision of any Services and for a period of twelve months thereafter you shall not directly either for yourself or for any other person, firm, corporation or other legal entity solicit any employee or contractor or engineer of ours who has been directly or indirectly involved in providing the Services to leave our employment or service.

20. ASSIGNMENT

Save that either Party shall be entitled to assign the benefit of this Agreement in whole or in part to any company which is its holding or subsidiary company or a subsidiary of its holding company (as such expressions are defined in the Companies Act 1985, as amended) or to any company or entity acquiring the whole or a substantial part of the assets and business of that Party, neither Party shall assign the benefit of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

21. TUPE & EMPLOYEE PROVISIONS

21.1 We shall be responsible for all emoluments and outgoings in respect of all Supplier Personnel (including without limitation all wages, bonuses, commission, PAYE, NI contributions, pension contributions, provident fund, employees state insurance contributions, gratuity contributions, other statutory payments and expenses) in respect of the period from the Commencement Date up to and including the date of termination, expiry, or assignment of the Agreement ("the Termination Date").

21.2 If any member of Supplier Personnel is in the reasonable opinion of Client unsuitable or not performing his allocated responsibilities satisfactorily Client may notify us with a report setting out its comments. We shall investigate any such report and if the complaint is upheld, we shall provide a statement of the corrective action we plan to implement. If the matter is not resolved to your satisfaction within 35 days of such report, you may notify us that you require us to replace such person for objective reasons that shall be stated in the notice. After receipt of that notice, we shall replace such person as soon as practicably possible and in any event within 60 days with another person of suitable ability and qualifications.

21.3 We may use persons other than our employees to perform the Services.

22. LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

EXAMPLE SCHEDULE A

TELEPHONE TECHNICAL SUPPORT

DESCRIPTION OF SERVICES AND OTHER INFORMATION

A1. TELEPHONE TECHNICAL SUPPORT SERVICE

Service comprises provision of first (1st) and second (2nd) line telephone support services for end-users throughout the UK (or internationally, by agreement).

Operating hours are twenty-four (24) hours by seven (7) days a week by fifty-two (52) weeks a year, including Bank Holidays, according to training and processes provided by and advised by you.

[Overflow Service: During business hours (to be agreed), we shall operate an overflow service, whereby calls are transferred from your system to ours after agreed length of delay, such that our personnel may instead answer the call. Outside of business hours (OOH), we shall be exclusive provider of telephone support services.]

1st line service shall include answering calls from guest and/or staff at Client customers, logging cases on our CRM or Client CRM, resolving or reporting and escalating found faults and issues that cannot be solved to 2nd, as described in the escalation processes provided by and advised by Client.

2nd line service shall include investigation and troubleshooting (details to be advised and agreed). Typically using application and systems provisioned by and agreed with Client.

A2 CALL ANSWERING TERMS

(Subject to individual quotation)

A3 SUPERVISION TERMS

(Subject to individual quotation)

A4 ADDITIONAL OPTIONS

Additional services are available such as: email support, live chat support, multi-language support, onsite engineering, and standby care, subject to individual quotation.

A5 ADDITIONAL REPORTING AND SET UP COSTS

A one-off set-up charge will be levied upon signature of an Agreement, following agreement by both parties of the scope of the set-up period.

Changes to reports or additional reports shall be subject to an additional charge, individually quoted for creating the report plus additional monthly reporting charge.

A6 PAYMENT TERMS

We shall invoice you monthly in advance.

Payment terms are 28 days from date of invoice.

Adjustments for any additional Call Minutes or Cases will be invoiced at the end of the relative month.

A7 ANNUAL and REGULAR INFLATION ADJUSTMENT

Upon the sixth month anniversary of the Commencement Date (and then upon dates as may be mutually agreed between the parties), we shall meet with you to discuss the volume and quality of the Services performed. Any renegotiation of the fees charged shall be discussed in good faith and agreed in writing between you and us.

A8 TERMINATION

You may terminate our Services only upon the expiration of the then current Term, by notifying us in writing at least ninety (90) days prior to the anniversary date of the initial or renewal effective date(s).

SCHEDULE B

TELEPHONE TECHNICAL SUPPORT

EXAMPLE SERVICE LEVEL DESCRIPTION (SLAs)

Successful delivery of the Services will be dependent upon the following service levels being maintained.

B1 Telephone Contact and Call Handling

- a) Supplier shall operate agreed service between the hours specified.
- b) During business hours Supplier shall receive all [overflow] calls. Outside of business hours, Supplier shall receive 100% of calls.
- c) Eighty per cent (80%) of received calls are to be answered within sixty seconds of becoming answerable.
- d) No more than 8% of all received calls shall normally go unanswered (abandoned calls).
- e) 80% of all calls are normally to be resolved at first contact, subject to exclusions noted below.
- f) Call duration should average (five) minutes.

B2 Exclusions and Exemptions

The above service levels (“SLAs”) shall not take account of factors outside of our control such as force majeure events, or major outages, or the inability of your technical support to solve a customer problem within a specific period. Such “Exclusion Events” include but are not limited to:

- Network Failure – default script to be provisioned by agreement to effectively manage customer expectations whilst repair completed.
- Site failure - default script to be provisioned by agreement to effectively manage customer expectations whilst repair completed.
- Owners machine settings – for example a corporate machine locked down to prevent use of untrusted sites and mediums.

Failure to achieve service levels shall be subject to the review and escalation mechanisms noted elsewhere within this Agreement and shall not of themselves constitute a material breach of this Agreement.

B3 Service Clarifications

Client’s application [or our application] will be the primary tool for use by our Technical Support Operatives on which all cases are to be recorded and updated. Where necessary you will provide us with the ability to view your network management system so that our support operatives may check to see if there is a known service issue:

We will define and agree call management and escalation process with you.

Call back support is allowed in accordance with agreed processes or as a result of the expressed wish of the customer or for customer convenience.

We shall create, manage, monitor and amend, with your agreement, all scripts and prove consistent and accurate usage through regular reporting and mystery call analysis.

B4 Queries & Escalations

Customer queries and escalations will be passed to you as agreed and will be subject to undertakings of timely resolution by you.

We undertake to ensure escalation processes as agreed with you from time to time are followed.

We will together agree a means of identifying and escalating Urgent incidents by phone to your on-call engineers during out-of-office-hours periods, if required.

B5 SUPPLIERS’ EMPLOYEES

B5.1 General

We undertake and warrant that in the course of carrying out the Services at any Location our employees shall:

- conform to our normal codes of staff and security practice (including your brand guideline, where relevant) whilst they are on your premises, customer premises and / or any other Location;
- comply with all legal obligations in relation to the health, safety and welfare at work of our employees;
- will not borrow, use or cause to be used any equipment or other property of yours without your prior written consent;

- be clearly identifiable whilst on site / Location;
- will sign in at any security entrance each day;
- maintain a professional attitude at all times and shall not harm the goodwill of Client.

B5.2. Technical Support Operatives

Essential:

- Excellent English, both written and verbal
- Clear diction and good grammar
- Ability to work well under pressure
- Quick learner
- Ability to communicate effectively over the telephone
- Computer Literate
- Able to work flexible shifts

Advantageous:

- Helpdesk experience or relevant training
- Experience of Public WiFi
- PC & MAC O/S experience
- Interested in the world of modern communication & internet development
- Office experience

All Operatives will have a friendly, positive and approachable attitude and show they can work well within a team environment.

B6 Training

Client undertakes to provision training on all systems it requires used and to provide update and refresher training where reasonably or regularly required.

Supplier agrees to provision Technical Support Operatives at cost for such training, without jeopardizing performance under the contained SLAs.

B7 Reporting.

Primary updates shall be through the provisioned applications.

We shall provide you with the following reports on the frequency specified in the table below in the format indicated

| Report Name | Content | Frequency | Delivery Date | Recipient |
|-------------------------|---|-----------|---------------|-----------|
| Example - Call Analysis | All o/b and i/b calls against time, length, type and completed status | monthly | | |
| Example – Escalations | Call information, escalation type, time, length, actions | monthly | | |

Additional reports may be requested subject to the provisions of this Agreement.

B8 Quality auditing.

You may “mystery” call without restriction.

B9 Surveys.

By agreement, we may conduct regular or quarterly satisfaction surveys on your customer base. This information will be shared to develop meaningful metrics and controls.

Our performance against service levels will be reviewed on a quarterly basis by face-to-face meeting (unless such other review period is agreed) with you.

You may request additional service levels or amend existing service levels upon reasonable notice and subject to re-quotation.

SCHEDULE C

(OPTIONAL) SECURITY OPERATIONS CENTRE SUBSCRIPTION SERVICE

EXAMPLE DESCRIPTION OF SERVICES AND OTHER INFORMATION

1. Subscription Rights. In consideration of Subscriber's payment of the fees and compliance with the terms herein, Microtechs grants Subscriber a non-exclusive, non-transferable right for the Subscription period ordered (unless earlier terminated pursuant to the terms of this Agreement) to use the Service solely for Subscriber's internal business use.

2. Charges and Payment of Fees. Subscriber shall pay Microtechs the Monthly Subscription fees in effect at the time the fees or charges are due and payable. The fees in effect as of the Effective Date are listed below. Subscriber may pay the stated Subscription fee monthly or annually. If the Subscriber elects to pay monthly, then the Subscriber agrees to provide Microtechs with an automatic debit authorization with its bank or financial institution and will be billed on the 15th of every month. If the Subscriber elects to pay annually, Microtechs shall invoice 12 months of cumulative Subscription fees less a 3% annual discount up front, which must be paid within thirty (30) days of the acceptance of this Agreement.

- **Services:** (24X7 SOC-as-a-Service): **See section 13 of this Schedule C**
- **Fees:** Subscriber will pay per month for a minimum of 36 months for the term of an agreement beginning on the executed date of this Agreement.
- Up-front setup fees will be paid.

3. Billing and Renewal. Microtechs charges and collects in advance for use of the Service. Microtechs will automatically renew and initiate debits with Subscriber's bank or financial institution for monthly charges or issue an invoice to Subscriber each year on the subsequent anniversary for annual service. The renewal charge will be equal to the service fees in effect during the prior term, unless Microtechs has given Subscriber at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Microtechs's fees are non-refundable and are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Subscriber shall be responsible for payment of all such taxes, levies, or duties, excluding only United Kingdom taxes based solely on Microtechs's income.

Subscriber agrees to provide Microtechs with complete and accurate billing and contact information. This information includes Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact.

4. Non-Payment and Suspension. In addition to any other rights granted to Microtechs herein, Microtechs reserves the right to suspend or terminate this Agreement and Subscriber's access to the Service if Subscriber's account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Subscriber will continue to be charged for Licenses during any period of suspension. If Subscriber or Microtechs initiates termination of this Agreement, Subscriber will be obligated to pay the balance due on its account computed in accordance with the Charges and Payment of Fees section above. Subscriber agrees that Microtechs may collect or charge such unpaid fees to Subscriber through a debit authorization with Subscriber's bank or financial institution, or by invoicing Subscriber for such unpaid fees. Microtechs reserves the right to impose a reconnection fee in the event Subscriber is suspended and thereafter request access to the Service. Subscriber agrees and acknowledges that Microtechs has no obligation to retain Subscriber Data and that such Subscriber Data may be irretrievably deleted if Subscriber's account is 30 days or more delinquent.

5. Subscriber Data. Microtechs does not own any Subscriber Data. Microtechs will not share, distribute or print any Subscriber Data except as may be required by this service and the law. Upon termination for cause, Subscriber's right to access or use Subscriber Data immediately ceases, and Microtechs will have no obligation to maintain or forward any Subscriber Data.

6. Confidentiality. In the course of performance of this Agreement, both parties acknowledge that each will obtain or gain access to non-public information that is confidential and proprietary to the other ("Confidential Information"). The parties agree that any Microtechs intellectual property and technology and Subscriber Data are Confidential Information. Each party will (a) only use the other party's Confidential Information for the purposes contemplated by this Agreement; (b) not use for its own benefit or knowingly disclose to, or use for the benefit of, any other person any Confidential Information without the other party's prior written consent; (c) use at least the same degree of care and caution to protect the other party's Confidential Information from disclosure that it employs with respect to its own confidential information, but in no event less than a reasonable degree of care and caution; (d) disclose Confidential Information only to those of its employees, agents, consultants or contractors who require access to it in order for the party to be able to perform its obligations under this Agreement; and (e) take appropriate action by instruction, agreement or otherwise with persons allowed such access to satisfy the foregoing obligations. This section will not apply to any information which (i) is or becomes publicly available through no fault of the receiving party; (ii) is already in the receiving party's possession without restriction on disclosure when disclosed by Subscriber; (iii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (iv) is rightfully obtained by the receiving party from a third party without violating the rights of the disclosing party.

7. Limited Warranties, Limitations of Liability, and Indemnity.

7.1. Limited Warranty. Microtechs warrants, for the benefit solely of Subscriber, that the Services will be provided in a competent and professional manner and shall be in accordance with the practices and quality standards reasonably applicable to similar services.

7.2. Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO THE SERVICES OR TO ANY OTHER MATERIALS, GOODS OR SERVICES FURNISHED TO SUBSCRIBER HEREUNDER OR IN CONNECTION HERewith. MICROTECHS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF PRODUCTS, WHETHER MADE BY MICROTECHS EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, WILL BE DEEMED TO BE A WARRANTY BY MICROTECHS FOR ANY

PURPOSE OR GIVE RISE TO ANY LIABILITY OF MICROTECHS WHATSOEVER. WITHOUT LIMITING THE FOREGOING, MICROTECHS SERVICES ARE NOT INTENDED TO PREVENT CYBER ATTACKS OR BREACHES, RATHER, TO INCREASE AWARENESS AND VISIBILITY TO THE INCIDENT WHERE CYBER CRIMINALS HAVE BREACHED THE COMPANY DEFENCES.

7.3. **Limitation of Liability.** Regardless of the form of action, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID TO MICROTECHS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, OR WITH RESPECT TO A BREACH OF SUBSCRIBER'S PAYMENT OBLIGATIONS, THE AMOUNT OWED BY SUBSCRIBER. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY SIMILAR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFIT OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FOR WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY SUCH DAMAGES. IN NO EVENT WILL MICROTECHS HAVE ANY LIABILITY FOR THIRD PARTY PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION THOSE BUNDLED, INTEGRATED OR OTHERWISE ASSOCIATED WITH MICROTECHS PRODUCTS OR SERVICES.

8. Term and Termination. This Agreement commences on the Effective Date. The Initial Term of the Agreement shall be thirty-six (36) months from the Effective Date and shall automatically renew for subsequent twelve (12) month periods unless either party notifies the other party in writing at least ninety (90) days prior to the next-scheduled renewal date of its intention not to renew. Either party may terminate this Agreement effective only upon the expiration of the then current License Term, by notifying the other party in writing at least ninety (90) days prior to the anniversary date of the initial or renewal Effective Date(s).

9. Entire Agreement; Modifications. This document contains the entire agreement between the parties relating to the matters covered by it, superseding all other oral or written representations, understandings, proposals or other communications between the parties. This Agreement may be modified only by a written instrument signed by an authorized representative of each party.

10. Severability. In the event that any provision of this Agreement is for any reason void or unenforceable in any respect, such provision will be without effect to the extent of the voidness or unenforceability without affecting such provision in any other respect and without affecting any other provision.

11. Governing Law. This Agreement will be governed by the laws of England; and each party hereby submits to the exclusive jurisdiction of the English courts for purposes of any actions or disputes related to this Agreement.

12. Force Majeure. In no event will either party be liable for any delay or failure to perform under this Agreement (except obligations to make payments as and when due) that is due to causes beyond the reasonable control of such party.

13. Service Description:

Subscriber is entitled to the following license and services within the terms of this agreement and the pricing detailed above:

- 1 Cyber SOC license (SOC-as-a-Service)
- Daily log file size – individually quoted

- Number of VMs and workstations (Linux Ubuntu servers/Windows Servers)
- Virtual appliance for firewalls individually quoted
- Office365 integration
- 24/7/365 Monitoring, Threat Hunting, Detection and Operations Team
- Incident notifications within:
 - 30 minutes for Critical and High criticality alarms
 - 4 hours for Medium criticality alarms
 - 24 hours for Low criticality alarms
 - Further investigation of any incident is available upon request on an hourly basis
- Managed Cloud-Based SIEM
- 100% Agent based – no appliances required
- Real-time notifications and alerts
- Machine Learning
- Access to online dashboards
- Monthly report review call, recommendations and tuning
- Log retention 90 days

SCHEDULE D

NON-DISCLOSURE AGREEMENT TERMS

THIS AGREEMENT is delivered on <effective date>

BETWEEN:

(1) **YOUR NAME** a company incorporated in England and Wales (Company Number 07410860) whose registered office is at **Your ADDRESS ("A")**; and

(2) **MICROTECHS LIMITED** a company incorporated in England and Wales (Company Number 06923287 whose registered office is at Sussex House, 11 The Pines Business Park, Guildford, UK GU3 3BH ("**B**").

WHEREAS:

- (A) Each of A and B may supply certain information about itself, its group and its business to the other in connection with discussions between them relating to the Purpose (defined below).
- (B) In consideration of the mutual exchange of the information about itself, its group and its business, each of A and B has agreed that any disclosure of that information by A to B and by B to A shall be subject to, and on the terms of, the provisions of this Agreement.

IT IS AGREED:

1. INTERPRETATION

1.1 In this Agreement including the recitals:

"Business Day" means any day (other than a Saturday, Sunday or a public holiday in England) on which clearing banks in the City of London are open for the transaction of normal sterling banking business;

"Group"

means, in relation to each Party, such Party and its subsidiary undertakings and associated undertakings, and any successors or assigns;

"Information"

means, in relation to each Party, all information in whatever form including, without limitation, data, proposals and plans whether in writing, conveyed orally or by electronic or machine readable medium and shall include all data, proposals and plans containing or otherwise reflecting or generated from such information and which:

- (a) relates directly or indirectly to the Purpose that is disclosed by or acquired in any way directly or indirectly from the other Party or any other member of the other Party's Group including, for the avoidance of doubt, the existence of the Purpose and of the discussions between the Parties, the willingness of the other Party to enter into such discussions and the identity of the Parties and their respective Groups; or
- (b) relates to the other Party and/or any member of the other Party's Group including, without limitation, information relating to the products, product information, know-how, design right, trade secrets, operations, processes, assets, business, trading practices, budgets, plans, intentions, proposals and/or trading prospects, market opportunities and business affairs of the other Party and/or any member of the other Party's Group that is disclosed by (or acquired in any way directly or indirectly from) the other Party or any member of the other Party's Group whether in respect of its businesses or not,

subject to the exceptions in Clause 5 and shall include information acquired in any way (and whether directly or indirectly) from any of the directors, officers, employees, agents, professional advisers or contractors of the other Party or of its Group, and all references to Information in this Agreement shall be to the whole, or any part or parts, of such Information as the context permits;

"Permitted Persons"

means:

- (a) in relation to A, its directors, officers and senior employees together with its professional advisers, potential providers of equity or debt finance, co-investors and affiliates; and
- (b) in relation to B, its directors, officers and senior employees together with its professional advisers, potential providers of equity or debt finance, co-investors and affiliates,

who are directly concerned with the appraisal of the Purpose and whose knowledge of the Information is essential for the Purpose;

"Purpose" means discussions and negotiations between the Parties in relation to any of the following:

- (a) a possible purchase of A or B, or a possible purchase of certain business and assets of A or B;
- (b) a possible joint venture between A and B;
- (c) a possible merger of A and B;
- (d) a potential investment in A or B;
- (e) the identification and furtherance of potential opportunities for business co-operation and/or alliances involving the Parties and/or members of their respective Groups;
- (f) a potential commercial or corporate transaction, agreement or arrangement between A and B;
- (g) the potential establishment or development of a business relationship between A and B; or
- (h) a business or programme pertaining to the provision of Information Technology support, cybersecurity support, or any other supporting service (the "Programme"); or
- (i) any other discussions between A and B of a commercial nature; and

**"subsidiary undertaking",
"associated undertaking"** shall have the meanings ascribed to them in the Companies Act 2006.

1.2 In this Agreement a reference to:

1.2.1 the **"Parties"** is to the parties to this Agreement and references to a **"Party"** shall be construed accordingly as a reference to either of the Parties;

1.2.2 something being **"in writing"** or **"written"** shall include a reference to that thing being produced by any legible and non-transitory substitute for writing (excluding in electronic form as defined in section 1168 of the Companies Act 2006);

1.2.3 persons includes a reference to any bodies corporate, unincorporated associations or partnerships;

1.2.4 a person includes a reference to that person's legal personal representatives, successors and permitted assigns; and

1.2.5 a Clause or Schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Agreement.

1.3 The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

2. UNDERTAKINGS CONCERNING THE INFORMATION

In consideration of the mutual exchange of Information and each Party supplying or granting access to its Information, each Party undertakes as follows:

- 2.1.1 to keep the other Party's Information secret and confidential and, without prejudice to the generality of the foregoing, to take the measures set out in Clause 3;
- 2.1.2 not to use the other Party's Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than for the purpose of its and its Permitted Persons' appraisal of, and discussions and negotiations in connection with, the Purpose; and
- 2.1.3 not without the prior written consent of the other Party to communicate or disclose (whether in writing or orally or in any other manner) the other Party's Information to any third party and to use its reasonable efforts to prevent any such disclosure except as permitted under Clauses 4 and 5.

3. KEEP THE INFORMATION CONFIDENTIAL

Each Party shall, in relation to the Information of the other Party:

- 3.1.1 exercise in relation to the Information no lesser security measures and degree of care than those which it applies to its own confidential information;
- 3.1.2 only make such copies of the Information as are reasonably necessary for it and its Permitted Persons; and
- 3.1.3 immediately contact the other Party by telephone and notify them in writing if it becomes aware that any person other than it or any of its Permitted Persons has obtained any of the Information of the other Party.

4. DISCLOSURE OF THE INFORMATION

- 4.1 Each Party may disclose the Information of the other Party:
 - 4.1.1 with the prior written consent of the other Party;
 - 4.1.2 subject to the provisions of Clause 4.2 to its Permitted Persons; or
 - 4.1.3 where disclosure is required by law, pursuant to a subpoena or order or requirement or an official request issued by any court of competent jurisdiction or by any other rule or regulation of any stock exchange or by any other governmental, administrative or regulatory body to which the Party is subject provided that the disclosing Party shall take all such steps as may be reasonable and practicable in the circumstances to agree the timing, context and manner of such disclosure with the other Party before making such disclosure.
- 4.2 Each Party shall at all times and at its own cost procure that any third party (including without limitation Permitted Persons) to whom it discloses Information of the other Party complies with the terms of this Agreement as if such third parties were parties to this Agreement.

5. EXCEPTIONS

The restrictions in Clauses 2 and 3 shall not apply to Information which:

- 5.1.1 at the date of disclosure to a Party or its Permitted Persons is in the public domain (other than through a breach of the terms of this Agreement);
- 5.1.2 at any time after disclosure to a Party or its Permitted Persons comes into the public domain (other than through a breach of the terms of this Agreement); or
- 5.1.3 is already lawfully in the possession of a Party or its Permitted Persons prior to the date of this Agreement without any obligation of confidentiality.

6. RETURN OF THE INFORMATION

6.1 Save as provided for in Clause 6.2 below, each Party will (and will use its reasonable endeavours to procure that its Permitted Persons will) as soon as is reasonably practicable (and in any event no later than 14 days) following a written demand by the other Party:

- 6.1.1 return to the other Party all of the Information and all copies made thereof (in whatever form, including without limitation whether on-tape or disc or in hard copy format);
- 6.1.2 destroy all copies of any notes, reports, analyses computations, studies or other documents prepared by or for it containing, reflecting or generated from any of the Information; and
- 6.1.3 erase and destroy all Information from any computer, word-processor or other device in its or their possession, custody or control and containing, reflecting or generated from any of the Information.

6.2 Clause 6.1 above shall not apply to:

- 6.2.1 Information which a Party or its Permitted Persons are required to retain by law, pursuant to a subpoena or order or requirement or an official request issued by any court of competent jurisdiction or by any other rule or regulation of any stock exchange or by any other governmental, administrative or regulatory body to which they are subject; or
- 6.2.2 notes, reports, analyses, computations, studies or other documents in any format which contain, reflect or which are generated from Information and which are generated by a Party or on its behalf by its Permitted Persons; or
- 6.2.3 Information which is stored electronically by a Party or Permitted Persons automatic archiving or back-up systems,

provided that each Party shall keep (and shall use all reasonable endeavours to procure that its Permitted Persons will keep) such Information referred to in this Clause 6.2 secret and confidential upon the terms of this Agreement and (in the case of professional advisers) only for the purposes of satisfying professional duties and obligations.

7. ANNOUNCEMENTS

Neither Party will make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of the Purpose or the fact that investigations, discussions or negotiations are taking place (or have taken place) concerning the Purpose without the prior written consent of the other Party except to the extent that such disclosure is required by law, pursuant to a subpoena or order or requirement or an official request issued by any court of competent jurisdiction or by any other rule or regulation of any stock exchange or by any other governmental, administrative or regulatory body to which a Party is subject, in which case that Party will take all such steps as may be reasonable and practicable in the circumstances to agree the timing, content and manner of such announcement or disclosure with the other Party before making the same. If the Parties should agree to proceed with and implement the Purpose, no announcement of the transaction will be made except by agreement between the Parties in a subsequent definitive agreement.

8. APPROACHES TO THE PARTIES

Neither Party will, either while the Purpose is being discussed or, in the event of the Purpose not being pursued for any reason, during the period of 24 months after the date of this Agreement:

- 8.1.1 solicit or endeavour to entice away any person who is at any time during those discussions a director, officer or senior employee of the other Party with a view to his or her engagement or employment; or
- 8.1.2 endeavour to entice away any person who is at any time during those discussions any supplier or customer of the other Party or its Group, save where such customer or supplier is already a customer or supplier of that Party or its Group and the customer or supplier is only contacted in the ordinary course of that Party's business or that of its Group.

9. NON-CIRCUMVENTION

Both Parties undertake that, other than in concert with the other Party or with the disclosing Party's express prior written approval, it shall not, directly or indirectly:

- 9.1.1 itself pursue the Programme or any project utilising some or all of the same resources, concepts, plans or partners as the Programme (a "Substitute Programme"); or
- 9.1.2 induce, solicit, procure or otherwise encourage any third party to pursue the Programme or any Substitute Programme; or
- 9.1.3 seek, encourage or respond to any approach from any third party to pursue the Programme or any Substitute Programme.

10. TERM

This Agreement and the obligations undertaken by the Parties under this Agreement shall come into effect on the date of this Agreement and (save where expressly provided otherwise in this Agreement) shall continue in full force and effect until the second anniversary of the date of this Agreement and, in particular, they shall survive the termination of any discussions between the Parties regarding the Purpose.

11. ACTING AS PRINCIPAL

Both Parties confirm that they are acting in this matter as principal and not as agent or broker for any other person and that they will each be responsible for their own costs incurred by them in connection with the negotiation, agreement and implementation of this Agreement and the investigation and evaluation of the Purpose.

12. COMMUNICATIONS AND CONSENTS

Each Party will ensure that all communications between it and the other Party in relation to the Information and/or the Purpose, requests for additional information, questions relating to the Information, questions relating to process or notifications of wrongfully disclosed information, will either be made directly between the Parties or by way of the professional advisers of the Parties (to the extent appointed).

13. FURTHER AGREEMENTS

- 13.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 13.2 No right of licence is granted to either Party or its Permitted Persons in relation to any of the Information except as expressly set out in this Agreement.
- 13.3 Each Party will be responsible for any breach of any of the terms of this Agreement by it, any member of its Group or by any of its Permitted Persons.
- 13.4 Each Party agrees that (save as otherwise expressly provided for in a definitive agreement between the Parties) documents, whether containing Information or otherwise, made available to it by the other Party or its Permitted Persons prior to, in the course of, or for the purpose of, discussions in relation to the Purpose, will not constitute an offer or invitation by the other Party, or on its behalf.
- 13.5 No Party shall be under any obligation to accept any offer or proposal which may be made by the other Party or on its behalf in the course of any negotiations relating to the Purpose. Either Party may terminate such negotiations at any time without any liability on its part to reimburse the other Party or its Permitted Persons in connection with any aspect of the negotiations.
- 13.6 Each Party will be responsible for making its own decision on the Information and each Party acknowledges that, except in relation to Information which is supplied to it by the other Party knowing it to be false and misleading, and save as otherwise expressly provided for in any definitive agreement between the Parties in relation to the Purpose, neither Party nor any of its Permitted Persons makes any representation, warranty or undertaking, express or implied, as to the accuracy, completeness or reasonableness of, or will have any liability for the use by the other Party or its Permitted Persons of, any of such Information. Accordingly, except in relation to the supply of Information known to be false and misleading, neither Party nor any of its Permitted Persons shall be liable for any direct, indirect or consequential loss or damage suffered by the other Party or any person as a result of relying on any statement contained in or omitted from the Information.
- 13.7 Without affecting any other rights or remedies that a Party may have, the Parties acknowledge and agree that damages alone may not be an adequate remedy for any breach by the other Party or any of its Permitted Persons of any of the provisions of this Agreement and the Parties shall be entitled to seek the remedy of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement and no proof of special damages shall be necessary for the enforcement of this Agreement.

- 13.8 Any failure by a Party to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise by a Party of any right or remedy or the exercise of any other right or remedy under this Agreement or otherwise.
- 13.9 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

14. NOTICES

- 14.1 Any notice or other communication pursuant to, or in connection with, this Agreement shall be in writing in the English language and delivered personally, or sent by first class pre-paid recorded delivery post (air mail if overseas), to the Party due to receive such notice at its registered office from time to time (or to such other address as may from time to time have been notified in writing to the other Party in accordance with this Clause 14).
- 14.2 Subject to Clause 14.3, any notice or other communication shall be deemed to have been served:
- 14.2.1 if delivered personally, when left at the address referred to in Clause 14.1;
- 14.2.2 if sent by pre-paid first class recorded delivery post (other than air mail), two days after posting it; and
- 14.2.3 if sent by air mail, six days after posting it.
- 14.3 If a notice or other communication is given or deemed given at a time or on a date which is not a Business Day, it shall be deemed to have been given on the next Business Day.
- 14.4 To prove service of a notice or other communication delivered by post it is sufficient to prove that the envelope containing the notice or other communication was properly addressed and posted.

15. ASSIGNMENT

Save that either Party shall be entitled to assign the benefit of this Agreement in whole or in part to any company which is its holding or subsidiary company or a subsidiary of its holding company (as such expressions are defined in the Companies Act 1985, as amended) or to any company or entity acquiring the whole or a substantial part of the assets and business of that Party, neither Party shall assign the benefit of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act. No Party may declare itself as a trustee of the rights under this Agreement for the benefit of any third party save as expressly provided in this Agreement.

17. SEVERANCE

Each of the undertakings contained in this Agreement is separate and severable and shall be construed on that basis. In the event that any of such undertakings is found to be void but would be valid if some part of it were deleted or if the period or extent of it were reduced such undertaking shall apply with such modification as may be necessary to make it valid and effective.

18. COUNTERPARTS AND DELIVERY

- 18.1 This Agreement may be executed in any number of counterparts and all of the Parties on separate counterparts.
- 18.2 Where executed in counterparts:
 - 18.2.1 this Agreement shall not take effect until all of the counterparts have been delivered; and
 - 18.2.2 delivery will take place when the date of delivery is agreed between the Parties after execution of this Agreement as evidenced by the date on page 1 of this Agreement.
- 18.3 Where not executed in counterparts, this Agreement shall become effective on the date agreed among the Parties as evidenced by the date on page 1 of this Agreement.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement and any dispute or claim out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 19.2 The Parties hereby submit to the exclusive jurisdiction of the Courts of England in relation to any dispute or claim arising out of or in connection with this Agreement or in relation to its existence or validity (including non-contractual disputes or claims).
- 19.3 The Parties hereby agree that any legal proceedings may be served on them by delivering a copy of such proceedings to them at their respective address set out in this Agreement.

EXECUTED AND DELIVERED AS A DEED
by YOUR NAME LIMITED acting by

..... Director
..... Full name

EXECUTED AND DELIVERED AS A DEED
by MICROTECHS LIMITED acting by

..... Director
..... Full name