



Reliance Cyber Limited Terms and Conditions of Supply

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1. Definitions

1.1 In these Conditions the following terms have the following meanings:

“Agreement” means these Conditions, the Order Form and the Reliance Cyber Documentation that is expressly incorporated by reference by Reliance Cyber on the Order Form;

“Charges” means the price for the Equipment, annual Services or any other applicable charges (annual or otherwise) as specified in the Order Form, price list, quotation or other Reliance Cyber Documentation;

“Commencement Date” means the date the Services commence as stated in the Reliance Cyber Documentation and / or confirmed on the Order Form;

"Customer" means the company accepting any Reliance Cyber Documentation, quotation, proposal or price list as detailed in the Order Form;

"Customer Data" shall include, but not be limited to data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of Customer, its employees or authorised users of the Services or Equipment, and other data provided to or obtained by Reliance Cyber, its subcontractors and representatives in connection with the provision of Services and / or Equipment hereunder;

"Day" means up to 7.5 hours of work provided during the hours of 0900 and 1730 hours Monday to Friday excluding UK public holidays;

“Equipment” means the computer hardware which is to be supplied by Reliance Cyber and identified on the Order Form;

"Initial Term" means the minimum Service period as indicated on the Order Form;

"Order Form" means the template Reliance Cyber Order Form incorporating these Conditions and/or the Customer's purchase order subject always to Clause 2.1;

"PDR" & "Project Definition Report” means the report entitled Project Definition Report which is a document that embodies and describes the daily operational activities for the provision of Services and/or the supply and installation of Equipment (if any) in combination with Services;

"Reliance Cyber" means Reliance Cyber Limited of 1 Valentine Place, London , SE1 8QH and its duly appointed sub-contractors and representatives;

“Reliance Cyber Documentation” means the applicable, valid and current quotation, Service Description, Training Programmes or initial Project Definition Report, Service Level Agreements and/or other such documents applicable to the Services;

"Services" means the services Reliance Cyber shall deliver as identified in detail in the relevant Service Description;

"Service Description" means the description of services and may include Support Services, Managed Services, Monitored Services, Professional Services, training, support, consultancy or any other services as detailed therein;

"Software" means the software programs and each and every component thereof identified on the Order Form, including (if applicable): non-chargeable developments; upgrades or new releases;

"TPP" & "Third Party Products" means the third party products provided by Reliance Cyber hereunder which may include, but not be limited to: goods; services; software; hardware; subscriptions; support and/ or maintenance.

2. Agreement

2.1 Notwithstanding a duly executed agreement to the contrary the parties contract on these Conditions which shall prevail over any inconsistent terms which the Customer may seek to introduce on any purchase order or any other communication for the supply/purchase of Equipment, Software or Services by Reliance Cyber. Any acceptance of a Customer purchase order or documentation of equivalent status is conditional upon these Conditions being automatically incorporated into such purchase order or documentation and any terms inconsistent to these Conditions having no force or effect.

2.2 These Conditions may be used by the Customer either for a single order or as a framework for multiple orders. In addition, these terms may be used on a global basis by the parties' "Affiliates", meaning any entity controlled by, controlling, or under common control with a party. The Customer can confirm their agreement to these Conditions either by signature where indicated at the end or by referencing these Conditions on orders placed.

2.3 Reliance Cyber shall provide the Equipment, Software and/or Services, and the Customer shall pay the Charges, as set out in the Order Form and on the terms and conditions of this Agreement.

3. Delivery

3.1 Reliance Cyber shall use its reasonable endeavours to deliver or procure the delivery of the Equipment or Software to such location as stated on the Order Form or the PDR on or before any specified date for delivery. All shipments are DDU (Incoterms 2000).

4. Title, Risk and Ownership

4.1 Risk in Equipment and Software media shall pass to Customer on delivery to Customer. Title in the Equipment (excluding any rights in ownership of the Software) shall pass to the Customer on receipt by Reliance Cyber of full and cleared payment for the price of the Equipment. Customer retains all rights and obligations associated with the ownership and ultimate disposal of the Equipment thereafter.

4.2 The copyright or other intellectual property rights in and to any Software provided by Reliance Cyber hereunder shall remain vested in the owner thereof and the Customer shall enter into with the Software owner such end user licence agreement as may be prescribed by the Software owner. The Customer shall abide by the terms of and be responsible for any end user licence agreement with the Software owner. The Customer shall acquire no right to use the Software until Reliance Cyber has received cleared and full payment in respect the Software supplied under this Agreement.

5. Warranties

5.1 Reliance Cyber warrants it has the right to provide or procure the provision of Equipment, Services and /or Software to the Customer.

5.2 The warranties and remedies given by Reliance Cyber to the Customer in respect of Equipment or Software are those which are provided by the third party manufacturer or owner (as the case may be) of such Equipment or Software to Reliance Cyber (with all necessary changes *mutatis mutandis*) and are subject to any relevant limitations and exclusions imposed by such manufacturer or owner (as the case may be). Reliance Cyber shall provide the Customer with details of such warranties and remedies for breach of such warranties (if applicable) upon request.

5.3 The Customer's sole remedy for breach of any warranties in Clause 5.2 is to require Reliance Cyber to repair, replace or refund (at Reliance Cyber's option) the defective item within a reasonable time at no charge to the Customer provided any such defect is notified to Reliance Cyber during the applicable warranty period. The Customer shall provide all information as may be reasonably necessary to assist Reliance Cyber in repairing the defective item including, without limitation, sufficient information to enable Reliance Cyber to re-create the defect.

5.4 Reliance Cyber shall not be liable for a breach of the warranties in Clause 5.2 if such breach arises directly or indirectly because: (a) Customer makes or causes to be made any modifications to the Equipment or Software without Reliance Cyber's consent; (b) Equipment or Software is used in combination with any software or materials not supplied by Reliance Cyber or not recommended by Reliance Cyber; (c) Software or Equipment is used incorrectly; (d) malware (e.g. virus, worm etc.) not introduced by Reliance Cyber; (e) causes external to the Software or Equipment including but not limited to failure or fluctuations of electrical power; inappropriate environmental conditions; fire; flood; or other natural disasters or (f) fair wear and tear.

5.5 Reliance Cyber warrants that: (a) subject to Clauses 7.2 and 12.3 the Services will be provided in a timely and professional manner and Reliance Cyber shall use its reasonable

endeavours to comply with any time schedules agreed in writing between the parties; and (b) the Services will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.

5.6 Reliance Cyber does not warrant that the Equipment or Software will be error free or run without interruption.

5.7 The warranties detailed in this clause 5 set out the entire warranty obligations of Reliance Cyber and all other warranties at law, including fitness for any particular purpose or satisfactory quality, are hereby excluded to the fullest extent permissible by law.

6. Services Provision

6.1 Where the Customer engages Reliance Cyber to provide Managed Services the Services shall be provided in accordance with the Service Description and for the Charges and Initial Term set out the Order Form;

6.2 All other Services shall be provided in accordance with the relevant Reliance Cyber Documentation, PDR or work specification at the Charge rates or sum(s) set out on the Order Form. In relation to other consultancy or Services that contain elements of project management the Customer and Reliance Cyber shall prior the commencement of Services:

(a) each nominate an authorised representative who will be the prime point of contact ("Project Manager") for the provision of Services ; and

(b) agree the appropriate methods and frequency of monitoring the progress of Services and fulfilment of the Agreement; and

(c) agree and define each party's obligations in respect to the Services in the PDR.

6.3 Subject to the Customer complying with its obligations of confidentiality and payment under this Agreement, Reliance Cyber hereby grants the Customer a non- exclusive licence to use, modify and adapt the Reliance Cyber Documentation solely for its own internal business use. The Customer hereby indemnifies and holds Reliance Cyber harmless from any direct and indirect liability arising from any modifications or adaptations to the Reliance Cyber Documentation carried out by, or on behalf of, the Customer or any use thereof.

6.4 Reliance Cyber shall own and be fully entitled to use in any way it deems fit any intellectual property, skills, knowledge, experience, techniques, materials, concepts or know-how acquired, developed or used in the course of performing the Services and any improvements made or developed during the course of the Services. Nothing herein shall be construed or give effect to any transfer of right, title or interest in Reliance Cyber's intellectual property.

6.5 Any Equipment or Software supplied by Reliance Cyber in conjunction with a Managed Service shall be considered as a separate supply and shall be independently ordered.

6.6 The Customer shall indemnify and hold Reliance Cyber harmless in respect of any losses, costs, damages, claims and/or expenses incurred by Reliance Cyber arising out of any use, access or modification of the Customer's computer systems, data, software or materials by Reliance Cyber in its provision of the Services hereunder. The indemnity in this Clause 6.5 shall survive the termination or expiry of this Agreement.

7. Customer Obligations

7.1 The Customer agrees to perform in a timely and professional manner all Customer obligations set out in the Reliance Cyber Documentation that are required for the provision of Services including but not limited to: access to Customer premises, computer systems and /or data as is necessary; affording Reliance Cyber reasonable working conditions and facilities; promptly furnishing the information requested from the Customer in the Reliance Cyber Documentation and ensure its employees or agents co-operate with Reliance Cyber.

7.2 If the provision of Service is delayed other than through the fault of Reliance Cyber the Customer shall pay the Charges in respect of idle-time incurred for the delay including delay by the Customer's agents, advisors or subcontractors. Any agreed time schedules shall be deferred by a period of time of no less than the period of the delay. Should delay in Service go-live be delayed by greater than 90 days from the date of the Order other than due to the fault of Reliance Cyber, then Reliance Cyber may invoice for the Services as if go-live had been achieved.

7.3 Where the PDR has to be agreed or modified after the Commencement Date Reliance Cyber and Customer shall promptly and co-operatively agree the PDR (and /or revised PDR) the content of which shall be consistent with the principles set out in the Reliance Cyber Documentation.

8. Charges and Payment

8.1 Unless agreed otherwise in writing all Charges shall be invoiced in accordance with the following:

- (a) on delivery (in whole or in part) of Equipment, Software or TPP;
- (b) consultancy on a time and material basis for each Day of consultancy performed (or part thereof), to be invoiced for no less than the preceding two weeks of consultancy;
- (c) Managed or Monitored Services Contracts are invoiced annually in advance.

Customer shall notify Reliance Cyber within 20 days of the date the invoice is raised if there is any dispute with the Charges shown on an invoice.

8.2 Unless agreed otherwise in writing all invoices shall be paid within 30 days of the date the invoice is raised without legitimate deduction, set off or retention. Should any amount be disputed, Customer shall withhold no more than the portion of the invoice being disputed and, in any event, shall withhold no more than 50% of the Charges due for any month.

8.3 All Charges and prices stated are exclusive of value added tax and all other similar taxes which may be applicable thereto (which shall be added to the Charges at the rate prevailing at the date of the invoice) and Reliance Cyber's reasonable expenses e.g. travel, hotel, subsistence, delivery & insurance, cancellation and bank charges and other charges which shall be paid by Customer at Reliance Cyber's then current rates. All payments made are non-refundable.

8.4 Failure of Customer to pay the Charges or any other sum due under this Agreement shall entitle Reliance Cyber, without prejudice to any other rights and remedies (including legal costs), and the right to suspend the Services in accordance with Clause 10.1a, to charge interest on a daily basis from the due date until the payment is received in full, at the rate of 4 percent above National Westminster Bank's base rate in force from time to time.

8.5 Payment shall be made by BACS or other electronic funds transfer method, to the account designated on the face of the invoice or as notified by Reliance Cyber to the Customer from time to time.

9. Term

9.1 This Agreement shall be effective from the Commencement Date and continue in full force and effect for supplies and Services for the Initial Term. Thereafter and subject to Clause 9.2, this Agreement shall cease unless (i) Customer places an order for a further period (the "Extended Term") prior to 15 days from the end of the Initial Term or (ii) Reliance Cyber has previously agreed an extension to the Initial Term in writing with Customer.

9.2 Other than where Equipment or Software licence have been purchased by the Customer or extended subscriptions have been set out in the Order Form all TPP is provided on a 12 monthly basis or for the agreed term without an Extended Term and any extension to the use of the TPP shall only be by prior written agreement of Reliance Cyber.

10. Termination

10.1 This Agreement may be terminated by written notice:

(a) By Reliance Cyber, if the Customer fails to pay any sum due under the terms of this Agreement (other than as consequence of default on the part of Reliance Cyber) and such sum remains unpaid for seven (7) days after written notice from Reliance Cyber that such sum has not been paid or (at Reliance Cyber's option) Reliance Cyber may suspend the Services following seven (7) days notice from same. Should Customer fail to pay any sum due within ninety (90) days of its due date, Reliance Cyber may, at its option, terminate the Services;

(b) By either party if the other party has a receiver or administrative receiver appointed over it or over any part of its undertakings or assets, passes a resolution for winding up otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction (or a court of competent jurisdiction makes an order to that effect), enters into any voluntary arrangement with creditors, becomes subject to administration order or ceases to carry on business; or

(c) By the Customer upon giving not less than ninety days written notice provided that no such termination may occur prior to the completion of the Initial Term or any subsequent Extended Term.

(d) By either party if the other party is in material breach of any of its obligations hereunder and having been given thirty (30) days written notice to remedy the breach has failed to do so.

10.2 Termination of the Agreement shall discharge Reliance Cyber from any liability for further performance and shall entitle Reliance Cyber to enter Customer's premises and recover any Equipment, Reliance Cyber Documentation, Software and materials which are the property of Reliance Cyber and Customer shall immediately pay for any unpaid Charges or expenses on termination.

11. Limitation of liability

11.1 Nothing in the Agreement excludes or limits the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

11.2 In no event shall either party be liable in contract, tort (including negligence), breach of statutory duty or otherwise howsoever for: (a) any loss of profit, loss of business, loss of goodwill, loss of contracts, loss of revenues or loss of anticipated savings; or (b) any increased costs or expenses; or (c) loss of, damage to or corruption of software or data; or (d) any special, indirect or consequential loss or damage of any nature whatsoever, whatever the cause thereof arising out of or in connection with this Agreement even if the other has been advised of the possibility of such damages.

11.3 Reliance Cyber's liability hereunder for the tangible property loss of the Customer directly arising from Reliance Cyber's negligence shall be limited to £125,000 per event or series of connected events and to £250,000 in total. Data and software shall not be tangible property.

11.4 Subject to Clauses 11.1, 11.2 and 11.3 Reliance Cyber's total liability to the Customer arising directly from the Equipment or Software shall be limited to 110% of the value of the Equipment or Software that caused such loss.

11.5 Subject to Clauses 11.1, 11.2, 11.3 and 11.4 Reliance Cyber's liability for all other loss or damage hereunder shall be limited to a maximum of the Charges paid to Reliance Cyber in the six months immediately preceding the event that caused such loss.

12. Miscellaneous

12.1 Each party shall treat as confidential such information obtained from the other pursuant to this Agreement (including, where the Customer is the recipient, without limitation, the Software and the Reliance Cyber Documentation) and shall not divulge such information to any person (except to such party's own employees and sub-contractors and suppliers and then only to those employees who need to know the same) without the other party's prior written consent provided that this Clause shall not extend to information which was rightfully in the possession of such

party. Each party shall ensure that its employees are aware of and comply with the provisions of this Clause.

12.2 Neither party shall assign the benefit of this Agreement in whole or in part without the prior written consent of the other not to be unreasonably withheld or delayed.

12.3 Excepting the Customer's obligation to pay Reliance Cyber's validly submitted invoices, neither party shall be responsible for any failure to perform these obligations for reasons beyond its reasonable control.

12.4 Save as expressly stated herein or the enforcement of any intellectual property rights the parties hereby expressly exclude the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.5 All disputes between the parties arising hereunder shall be promptly referred to the other party's representative. The representatives shall meet and attempt to resolve the dispute within a period of fifteen (15) days from the date of referral of the dispute to them.

12.6 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts. Notwithstanding the foregoing either party may take action in any jurisdiction to protect its confidential information and intellectual property rights.

12.7 No failure or delay of either party in exercising any right, power, or privilege under these Conditions (and no course of dealing between the Parties) shall operate as a waiver thereof.

12.8 If any provision of these Conditions or any part of such provision is held invalid or unenforceable, the remainder of the provisions contained herein will not be affected thereby and each remaining provision or part thereof will be valid and enforceable to the full extent permitted by law.

12.9 This Agreement is not intended to create a joint venture or partnership between the parties and neither party is authorised to act as the agent of the other.

12.10 This Agreement including all documents expressly incorporated (including the Order Form), constitutes the entire agreement between the parties relating to the Services, Equipment and Support Services and supersedes all previous oral or written communications, pre-contract representations, proposals and agreements in respect thereof.

12.11 The following shall apply in respect of Customer data and privacy:

(a) Customer acknowledges that Reliance Cyber, and its respective agents will, by virtue of the provision of Services or Equipment, come into possession of Customer Data.

(b) Reliance Cyber shall implement appropriate technical and organizational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing. The Customer

acknowledges that, with respect to Customer Data that is regulated by law or regulation as "personal data" where Reliance Cyber or its respective agents come into possession of such Customer Data, the Customer has a right to access such Customer Data upon written notice and have any agreed errors in such Customer Data rectified.

(c) The Customer acknowledges and agrees that Reliance Cyber and their respective agents, may use, process and/or transfer Customer Data (including intragroup transfers and transfers to entities in countries that do not provide statutory protections for personal information):

(i) in connection with the provision of Services or Equipment hereunder,

(ii) to incorporate Customer Data in to databases controlled by Reliance Cyber for the purposes of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis; and

(iii) to communicate to the Customer regarding products and services of Reliance Cyber or its subcontractors by voice, letter, fax or email.

(d) The Customer may withdraw consent for such use, transfer or processing of Customer Data as set out above, unless it is required to (i) provision, manage, account and bill for the Services or Equipment; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order, by sending written notice to Reliance Cyber.

13. Non Solicitation

13.1 The Customer undertakes to Reliance Cyber that it shall not during this Agreement and for a period of 12 months after termination or expiry employ, solicit or endeavour (or engage others to do so) to entice away from Reliance Cyber any member of its staff, employees or director involved in and/or in relation to the subject matter of this Agreement.

13.2 If the Customer breaches the provisions of Clause 13.1 then, without prejudice to any other rights or remedies Reliance Cyber may have under this Agreement, Customer shall pay to Reliance Cyber by way of liquidated damages an amount equal to 100% of the annual salary payable to the staff, employee or director solicited or enticed at the time the breach occurred.

14. Sale or Return

14.1 Where Reliance Cyber provide any Equipment on a "sale or return" basis and the Customer has not returned them in their original condition on, or before, the end of the agreed trial period Reliance Cyber may assume that the Customer has decided to retain them and; (i) Reliance Cyber may immediately invoice for them at Reliance Cyber's then current prices plus any reasonable administration charges incurred (if any); and (ii) these terms and conditions of supply shall apply to the purchase by the Customer.

15. Cancellation/Re-scheduling Charges

15.1 Reliance Cyber reserves the right to charge the following fees on the basis that the Customer cancels or re-schedules any pre-arranged consultancy or training services:

- (a) Less than 24 hours prior to the agreed date - 100% of total cost quoted;
- (b) 24 Hours to 6 days prior to the agreed date - 50% of total cost quoted;
- (c) 1-3 weeks prior to the agreed date- 25% of total cost quoted.

These fees will be invoiced and payable immediately following cancellation or re-scheduling.

SIGNED BY THE CUSTOMER

(Print name & Title)

(Company Name)

(Date)