mIT@ General Terms

mIT@ will provide you (the "**Customer**") with the Services, including a licence for your Named Users to access the Online Services, and you agree to accept such licences, in each case subject to the general terms and conditions set out below (the "**General Terms**"). Once the Online Services are activated the Subscription Fees will be due monthly in advance. Please confirm that you accept these General Terms by ticking the box where indicated.

1. Definitions and Interpretation
    1.1. In this Agreement (except where the context requires otherwise) and in addition to the words defined elsewhere in this Agreement, the following expressions shall have the following meanings:

"Agreement"	the contract between the Customer and mIT@ for the supply of the Services and consisting of the Order and these General Terms;
"Charges"	the fees and charges for the Offline Services as set out, or calculated in accordance with, the Order;
"Commencement Date"	the date of the first payment request through the Payment Gateway following the Customer's successful registration;
"Customer" or "you"	you, being an individual, sole trader, partnership or company that is entering into this Agreement, and that has previously registered as a trading entity on the Platform;
"Data Controller"	has the meaning given to it in the Data Protection Legislation;
"Data Discloser"	a party sharing Personal Data via the Platform defined in clause 6.4;
"Data Processor"	has the meaning given to it in the Data Protection Legislation;
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") as adopted by section 3 of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018, and furthermore the GDPR in so far as any Personal Data relates to residents of the EU;
"Data Receiver"	a party receiving Shared Personal Data via the Platform defined in clause 6.4;
"Data Subject"	has the meaning given to it in the Data Protection Legislation;

"Deliverable"	a deliverable to be supplied to the Customer by mIT@ as part of the Offline Services;
"Documentation"	the documentation made available to the Customer by mIT@ online via the Online Services which sets out a description of the Online Services and the user instructions for the Online Services;
"General Terms"	these general terms and conditions;
"Initial Licences"	the licences you the Customer has ordered for Named Users in its initial online registration and application to use the Online Services;
"Initial Period"	the period of 12 months from the Commencement Date;
"Integrated Solution"	where the Platform and the Online Services are configured to interact with the Customer's existing software applications;
"IPR"	all intellectual property rights including, without limitation, any patents, trade and services marks, database rights, registered and unregistered designs, copyright (including copyright in computer software), know how and confidential, technical and commercial information howsoever recorded;
"mIT@"	Mobile IT@pps.com Limited of Unit B, Draycott Business Park, Cam, Dursley, Gloucestershire GL11 5DQ;
"Named User"	a named user who has been set up on the Online Services and for whom the Customer has subscribed for a licence to use the Online Services;
"Offline Services"	the offline consultancy or development services offered by mIT@ which are ancillary to the Online Services and which are more particularly set out in the Order;
"Online Services"	the online subscription services to be provided by mIT@ as set out in the Order and as more particularly described in the Documentation;
"Order"	the Customer's order for the Services, which may be made by way of the online registration and application to use the Online Services, or by way of an approved form purchase order signed for and on behalf of mIT@;
"Participants"	tyre manufacturers or tyre dealer networks that have entered into agreements with mIT@ pursuant to which they have agreed to upload their commercial tyre referential data onto the Platform or fleet contract holders that wish to upload their commercial tyre referential data onto the Platform;

"Payment Gateway"	mIT@'s online payment gateway used for payment by the Customer of the Subscription Fees and Charges;
"Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Platform"	the hardware and mIT@'s TiDaeX software platform operated by or for mIT@ to which the Customer will connect for the purpose of receiving the Online Services;
"Process" and "Processing"	shall have the meanings given to them in the Data Protection Legislation;
"Renewal Period"	has the meaning given in clause 2.2.2 or clause 2.3 (as the case may be);
"Services"	the Online Services and/or the Offline Services (as the case may be);
"Shared Personal Data"	Personal Data entered onto the Platform and to be shared in accordance with clause 6.2;
"Standalone Solution"	where the Platform and the Online Services are offered as a standalone solution with no configuration or interactivity with the Customer's other software applications;
"Sub processor"	means any person (but excluding any employee of mIT@) appointed by or on behalf of mIT@ to Process Personal Data on behalf of the Customer in connection with the Agreed Purpose;
"Subscription Fees"	the monthly fees payable to mIT@ in respect of the Online Services calculated in accordance with the then applicable schedule of rates as set out at www.e-jobsheet.com or such other website as mIT@ may inform the Customer from time to time;
"Subscription Term"	the Initial Period and any subsequent Renewal Period;
"Termination Fee"	the payment of the remainder of the Subscription Fees and Charges that are unpaid but that would have been due to mIT@ pursuant to this Agreement if this Agreement and the licences for the Named Users had run to the expiry of the Subscription Term without any early termination;
"Transactional Data"	data supplied or inputted back to the Services by the Customer pursuant to clause 3.2;
"Third Party Services"	services and software provided by Participants (and not mIT@) and which are accessible through the Online Services and the Platform; and

"Trial Period" a trial period of 1 calendar month in respect of the Standalone Solution only, commencing in accordance with clause 2.

1.2. In this Agreement reference to the singular shall be deemed to include the plural and vice versa, any reference to a statute shall be construed as a reference to such statute as enacted under the laws of England and Wales and headings to clauses are included for ease of reference and shall not affect the interpretation of this Agreement. Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Trial Period and Term
    2.1. This Agreement will commence on acceptance of your Order.
    2.2. In respect of the Standalone Solution:
        2.2.1. mIT@ will grant to the Customer for the Trial Period a non-exclusive and non-transferable licence on and subject to the terms of this Agreement to use the Services for a maximum number of up to 2 Named Users, and without connecting to any Third Party Services, for the sole purpose of evaluating the Services and for no other purpose whatsoever. The Customer may at any time during the Trial Period request that the Initial Period commence early so that the Customer can obtain full use of the Services provided that mIT@ has received the Customer's instructions to take payment of the Subscription Fees and any Charges via the Payment Gateway;
        2.2.2. This Agreement shall endure for the Trial Period and thereafter, unless the Customer notifies mIT@ via the Platform prior to the expiry of the Trial Period that it wishes to terminate this Agreement, until the expiry of the Initial Period (which shall commence from the expiry of the Trial Period) and shall be renewed automatically thereafter for successive 12 month periods (each such period being a "**Renewal Period**") unless or until terminated by either party on giving the other at least one calendar month's notice via the Platform to expire at the end of the Initial Period or any applicable Renewal Period, subject always to this Agreement being terminated earlier in accordance with its terms (e.g. on account of breach); and
        2.2.3. The Customer shall only be entitled to one Trial Period, whether such period has been fully utilised or not.
    2.3. In respect of the Integrated Solution this Agreement shall endure for the Initial Period (which shall commence on the Commencement Date) and shall be renewed automatically thereafter for successive 12 month periods (each such period being a "**Renewal Period**") unless or until terminated by either

party on giving the other at least one calendar months' notice via the Platform to expire at the end of the Initial Period or any applicable Renewal Period, subject always to this Agreement being terminated earlier in accordance with its terms (e.g. on account of breach).

2.4. The Customer may reduce the number of licences for Named Users at the expiry of the Initial Period or any Renewal Period on giving mIT@ at least one calendar month's notice via the Platform.

3. <u>Provision and Use of the Online Services</u>

3.1. Subject to payment of the Subscription Fees, mIT@ will provide the Customer with the Online Services.

3.2. The Online Services relies upon the data being entered by Named Users being correct and the Customer acknowledges that it will be responsible for ensuring that all data that it and its Named Users enter via the Platform or the Online Services is accurate and error free. mIT@ may suspend the Customer's licence to use the Online Services and access to such (or any part thereof) during any period it considers appropriate where the Customer is found to have entered erroneous data.

3.3. The Online Services are subject to the following limitations:

3.3.1. information is sent to and from the Customer's tablet hardware or other handheld devices by the Online Services through mobile communications technology and networks, and will not be able to provide full functionality at places and times when the networks or mobile technology used by such devices are not available; and

3.3.2. neither the Online Services nor the Platform will be available during scheduled maintenance outages of which the Customer will receive prior notification nor during unscheduled outages which may occur from time to time.

3.4. To ensure that all Online Services are co-terminous, the parties agree that where the Customer places an Order for Additional Online Services, then the Initial Period for such Additional Online Services shall be until the end of the then current Initial Period or Renewal Period and all Subscription Fees shall be pro-rated accordingly.

3.5. The Online Services are provided via an open trading platform based on technology owned by mIT@ known as "TiDaeX". The Customer understands that business decisions made by Participants will affect the Customer's use of the Service, that these are the responsibility of the Participants and that they are not a function of the operation of the Platform or the Online Services. The Customer accepts that mIT@ shall not be responsible for any business decisions made by Participants or for any effect these may have on the Customer's use of the Online Services.

3.6. mIT@ reserves the right from time to time to modify the design, operation and/or performance of the Platform or Online Services as it considers

necessary or appropriate provided that any such modification(s) shall not materially adversely affect or reduce the functionality offered by the Platform or Online Services. mIT@ further reserves the right to develop additional functionality to be available via the Platform or Online Services and for access and use of such mIT@ shall be entitled to make additional charges.

4. <u>Licence Agreement</u>
   4.1. Without prejudice to the rights reserved and granted to mIT@ by the terms of this Agreement and subject to receipt in cleared funds of the Subscription Fees due, with effect from the Commencement Date mIT@ hereby grants the Customer a non-exclusive, non-transferable, revocable and non-sublicensable licence for its Named Users to access and use the Online Services during the Subscription Term for the number of Named Users subscribed for solely as required for the Customer's core business upon and subject to the terms of this Agreement, subject to termination pursuant to these General Terms.
   4.2. Licences to use the Online Services are granted on a per Named User basis and may not be used concurrently by more than one user. mIT@ will allow the transfer from one Named User to a new Named User from time to time to reflect changes in the Customer's personnel. The Customer may at any time request additional licences for new Named Users and the Customer agrees to pay for these at a pro-rata basis to the same Subscription Fees as for the Initial Licences and which additional licences shall endure for a fixed period so that they are co-terminous with the Initial Licences. The Customer may not terminate any licences to use the Online Services prior to the expiry of the Initial Period or any applicable Renewal Period.
   4.3. The Customer agrees to use all reasonable efforts to protect the Services (or any part of it) from unauthorised use or reproduction and hereby undertakes to:
      4.3.1. keep mIT@ fully informed of any such unauthorised use or reproduction; and
      4.3.2. co-operate with mIT@ should legal action be required to protect mIT@'s or its suppliers' intellectual property rights.
   4.4. The Customer may not and agrees not to:
      4.4.1. use the Services in connection with the transmission, sale, licence or delivery of any infringing, defamatory, offensive or illegal products, services or materials;
      4.4.2. use or attempt to use Services to provide a data processing service to any third party by way of trade or otherwise or as part of a network; or
      4.4.3. design, develop and/or build an alternative product or service that is similar or competitive to the Services during the Subscription Term and a period of 6 months following its expiry or other termination.
   4.5. All IPR in the Services and in the Platform are and shall remain the property of mIT@ and/or the third party suppliers to mIT@ and all copyrights, trade

marks and other IPR rights remain the exclusive property of mIT@ and/or its suppliers. All rights not expressly granted in the Agreement are reserved by mIT@.

5. Provision and use of Offline Services

5.1. The Customer may request Offline Services from time to time, but acknowledges that mIT@ is not obliged to perform Offline Services.

5.2. Where mIT@ agrees to perform Offline Services, then it shall perform the Offline Services with reasonable care and skill in accordance with the timetable agreed with the Customer. mIT@ shall use reasonable endeavours to meet the performance dates agreed but such dates shall be estimates only, and time shall not be of the essence in this clause 5.2.

6. Data Protection

6.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. The Customer is the Data Controller of the Shared Personal Data and mIT@ is the Data Processor in respect thereof and agrees that it will process the Personal Data as a Data Processor of the Customer in accordance with the Data Protection Legislation and this Agreement. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

6.2. In uploading Transactional Data containing Personal Data to the Platform through the Online Services, the Customer agrees that:

6.2.1. it may be sharing any such Shared Personal Data with mIT@, other users of the Platform and the Participants (together, and including the Customer, "**Platform Users**") for the purpose of providing and/or improving the business services provided by such parties and the Platform generally (the "**Agreed Purpose**"). Where the Services are sharing such Shared Personal Data with other Platform Users, the identity of such Platform Users will be identified prior to the Customer authorising such sharing;

6.2.2. mIT@ may (and authorises mIT@ to instruct any Sub processors as defined in the Data Protection Legislation to) transfer Shared Personal Data to any country as reasonably necessary for the provision of the Services and in accordance with all applicable Data Protection Laws); and

6.2.3. that other Platform Users may be sharing similar Shared Personal Data with the Customer for the Agreed Purpose.

6.3. The Customer may have in place other arrangements with a Platform User concerning the sharing of such Shared Personal Data and as between the parties to such arrangement then those provisions shall apply in priority to the provisions of this clause 6, however mIT@ shall have no liability in respect of any arrangements which it is not party to.

6.4. The Customer gives, and authorises mIT@ to act as its agent to give the following undertakings to other users of the Platform, and in return mIT@

gives its own behalf, and as agent (to the extent it is so authorised) for the other Platform Users, the following undertakings without prejudice to the generality of clause 6.1:

6.4.1. Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purpose;

6.4.2. a recipient of Shared Personal Data ("**Data Receiver**") is only to use it for the Agreed Purpose;

6.4.3. a Data Receiver shall only use such Shared Personal Data for so long as it has a valid subscription or other contractually binding agreement to use the Platform and/or the Online Services;

6.4.4. the person disclosing the Shared Personal Data ("**Data Discloser**") will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Data Receivers for the duration and purposes of the Contract and shall indemnify the Data Receivers against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Data Receivers arising out of or in connection with the Data Discloser's breach of this clause 6;

6.4.5. each Data Receiver shall ensure that it processes any Shared Personal Data fairly and lawfully;

6.4.6. the Customer undertakes to inform Data Subjects of the purposes for which their Personal Data will be processed pursuant to this Agreement and to provide all of the information that it must provide to ensure that the Data Subjects understand how their personal data will be processed by the Data Receiver;

6.4.7. each Platform User will provide reasonable assistance as is necessary to other Platform Users to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects;

6.4.8. the Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes, save that it can be retained in accordance with any statutory or professional retention periods applicable to such Platform User. When no longer required for the Agreed Purpose each Platform User will delete such Customer's Personal Data irretrievably (and not archive it);

6.4.9. each Platform User will notify mIT@ without undue delay of any potential or actual data breach in respect of the Shared Personal Data and provide mIT@ with such assistance as it may require to facilitate the handling of any such data security breach in an expeditious and compliant manner; and

6.4.10. each Platform User will maintain appropriate records and information and allow for audits of such records and information by the Data Discloser on reasonable notice (being not less than 5 Business Days) and during such Platform User's normal business hours, to demonstrate compliance with this clause 6.

6.5. The parties envisage that the Personal Data that will be uploaded to the Platform is user names of Named Users, details of the employer (or other party under whose subscription they are authorised to use the Platform), names and VRNs of drivers requiring tyre services to be provided by the Named Users and details of transactions undertaken by such Named User, which may include location data. The Personal Data will be used for the purpose of creating instructions and records for and of tyre services to be provided by the Named Users, and related administrative purposes, and the Personal Data will be retained for so long as it is required for these purposes.

6.6. The Customer authorises mIT@ to appoint the following categories of third parties as third party processors of the Personal Data:

6.6.1. third party providers of IT services to mIT@ in the usual course of its business;

6.6.2. mIT@'s partners in the provisions of the Services as set out at:
(i) https://www.cam-systems.com/; and
(ii) https://www.tyreintelligence.co.uk/; from time to time;

6.7. Any new Sub processor added to the list shall be deemed notified to the Customer. The Customer may object in writing on reasonable grounds to the appointment of a new Sub processor, always provided that such objection includes all relevant details as to why the Customer objects to the appointment of a Sub processor. mIT@ shall respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another Processor.

6.8. mIT@ confirms that it has entered or (as the case may be) will enter into a written agreement with each third-party processor incorporating terms compliant with the Data Protection Legislation. As between the Customer and mIT@, mIT@ shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to clause 6.6.

6.9. mIT@ shall take reasonable steps to ensure the reliability of any its employees, agents and/or Sub processors who may have access to the Shared Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Shared Personal Data, as strictly necessary for the Agreed Purpose, and to treat the Shared Personal Data as confidential information.

6.10. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, mIT@ shall in relation to the Shared Personal Data implement

appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

6.11.   mIT@ agrees to assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to mIT@.

6.12.   Where mIT@ is to provide Offline Services to the Customer, then it may require that the Customer enter into a separate Data Processing Agreement on terms reasonably acceptable to mIT@ before providing such Offline Services.

6.13.   The Customer acknowledges that mIT@ may use anonymised and aggregated data for any purpose.

6.14.   mIT@ may, at any time on not less than 14 days' notice, revise this clause 6 if it reasonably considers that additional or alternative provisions are required or desirable to ensure that the use of the Platform and Online Services is compliant with the Data Protection Legislation.

7. Payment Terms
    7.1. The Customer agrees to pay the Subscription Fees monthly in advance by way of the Payment Gateway. Where applicable, VAT and any other applicable taxes due shall be paid additionally at the then prevailing rate. Any firm prices quoted are with errors and omissions excepted.

    7.2. Where mIT@ is providing Offline Services, the Customer shall pay the Charges, and unless otherwise agreed in writing mIT@ shall invoice the Customer in advance for the Charges which will be payable by way of the Payment Gateway.

    7.3. Subscription Fees and Charges are set in £ sterling and the sum payable in any other currency may fluctuate where there are fluctuations in currency exchange rates. mIT@ may increase the monthly Subscription Fees annually every January by the corresponding increase in the UK Consumer Prices Index for the 12 month period ending in the previous October.

    7.4. If payment is not received by mIT@ in accordance with clause 7.1 then mIT@ will send the Customer a formal written reminder of such overdue payment (this may be sent by email).

    7.5. If any overdue payment is not received by mIT@ within 14 days of the due date, without prejudice to any other rights it may have, mIT@ may suspend the Customer's licence to use the Online Services and access to such (or any part thereof), and suspend performance of any Offline Services, during any period until such time as all payments due including all interest accrued and any costs incurred have been paid in full.

    7.6. The Customer shall make all payments due under this Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or

otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by mIT@ to the Customer.

7.7. Without prejudice to any other rights of mIT@ in the event of the Customer failing to pay any sums due to mIT@ on time or at all notwithstanding delivery of a written reminder to the Customer (including by email), mIT@ shall be entitled to:

    7.7.1. charge interest on overdue invoices at the rate determined by the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis and compounded quarterly, from the due date until the date of payment, both before and after judgment; and

    7.7.2. reclaim from the Customer all costs and expenses (including legal costs) incurred in the collection of overdue amounts from the Customer.

7.8. This clause shall survive termination of this Agreement.

8. <u>Termination</u>

8.1. This Agreement shall terminate forthwith if the Customer shall convene a meeting of its creditors or if a proposal shall be made for a Voluntary Arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other scheme or arrangement with or assignment for benefit of its creditors, or if the Customer shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or if other steps are taken for the winding up of or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) in respect of the Customer.

8.2. This Agreement may be terminated forthwith by either party if the other party commits any material breach of any term of the Agreement and which (in the case of a breach which is capable of being remedied) shall not have been remedied within 7 days of receipt of a written request (this may be sent by email via the Platform) to remedy the same.

8.3. This Agreement may be terminated forthwith by mIT@ by written notice if at any time the Customer is in breach of:

    8.3.1. any obligation to pay to mIT@ any Subscription Fees or Charges and, notwithstanding delivery of a written reminder to the Customer (including by email), the Customer has failed to pay any such sums due within 28 days of the due date for such payment; or

    8.3.2. any provision of clause 4 (Licence Agreement) or 10 (Confidentiality).

8.4. All provisions intended to have continuing effect shall survive the termination of this Agreement including, but not limited to, the relevant provisions of clauses 4 (Licence Agreement), 6 (Data Protection), 7 (Payment Terms), 8

(Termination), 9 (Warranty and Liability), 10 (Confidentiality), 11 (General) and 12 (Governing Law and Jurisdiction).

8.5. If this Agreement terminates pursuant to clause 8.1 or mIT@ gives the Customer notice under clauses 8.2 or 8.3 and in either case this Agreement is terminated before the end of the Initial Period or any applicable Renewal Period the Customer will recompense mIT@ for all loss and damage which it will have suffered by reason of such early termination including, inter alia, by paying to mIT@ the Termination Fee. The Customer will in any event pay to mIT@ on demand any costs and expenses (including legal costs) which mIT@ incurs in enforcing the terms of this Agreement following breach by the Customer and on an indemnity basis.

8.6. Notwithstanding any other provision in this Agreement all payments payable to mIT@ under this Agreement shall become due immediately upon its termination or expiry, howsoever arising.

8.7. The Customer may terminate this Agreement (in full or in respect of licences for a number of Named Users) before the end of the Subscription Term by giving one calendar month's notice via the Platform and paying to mIT@ the applicable Termination Fee.

8.8. The rights and obligations of both parties under the Agreement which have accrued up to the date of termination shall survive and continue in force notwithstanding termination of the Agreement for any reason whatsoever.

9. Warranty and Liability

9.1. Subject to the remaining provisions of this clause 9, mIT@ warrants that the Services will be of satisfactory quality. mIT@ provides no further warranty in respect of the Services. mIT@ specifically does not warrant that the operation or use of the Online Services or ANY Third Party Services will be uninterrupted, completely secure or error free.

9.2. Participants and Customers are responsible for the referential data and transactional data that is provided via the Online Services respectively and mIT@ makes no representations or warranties regarding them. The Online Services do not validate, cleanse or alter any data entered onto the Platform by Participants or customers' users. Except as specifically set forth in this Agreement, mIT@ does not give or make any warranties or representations regarding the use, or the results of the use, of any data accessed or received using the Online Services or warrant or represent that such data will be accurate, up to date or error free.

9.3. The Customer is responsible for ensuring that it is authorised to access any Third Party Services and complying with any licence terms associated therewith.

9.4. The Customer shall promptly provide mIT@ with any information it becomes aware of relating to any errors, problems or related issues concerning data accessed or retrieved via the Platform or the Online Services.

9.5. mIT@ specifically does not warrant that the Services will meet the business needs nor any other requirements of the Customer and mIT@ does not give any warranties regarding the availability of the Online Services nor regarding the performance of the Online Services or the speed or responsiveness of such.

9.6. The Customer's sole and exclusive remedy under the warranty given in Clause 9.1 shall be limited to repair or replacement of any defective part of the Services free of charge subject to the terms of this Agreement as soon as reasonably possible after mIT@ is notified of any errors in the Services. The above liability of mIT@ will be the Customer's sole remedy in respect of the Services being defective and will be in full and final settlement of and represents the entire liability of mIT@ for the Services arising under or in connection with this Agreement. Accordingly, mIT@ shall not be liable to the Customer in connection with the Services for any other losses, claims, damages, liabilities or expenses suffered by the Customer either direct or indirect (and including without limitation direct loss of profits and replacement and renewal costs) whether in contract, tort (including negligence) or otherwise however arising all of which are fully excluded.

9.7. THE CUSTOMER'S ATTENTION IS DRAWN PARTICULARLY TO SUB-CLAUSES 9.8 TO 9.13 INCLUSIVE.

9.8. Except as stated in clause 9.1 the Services are provided without any warranty whatsoever and all warranties, conditions and other terms of any kind, expressed or implied by operation of law or otherwise for the Services (except for the conditions implied by section 12 of the Sale of Goods Act 1979) including, without limitation, any warranty or condition of quality, performance, satisfactory quality, fitness for a particular purpose or non-infringement are excluded from the Agreement to the fullest extent permitted by law.

9.9. Without prejudice to the remaining provisions of this clause 9 and subject to clause 9.13, the liability of mIT@ to the Customer for direct loss or damage whether in contract, tort (including negligence) or otherwise arising out of or in connection with its performance or its total or partial failure to perform in accordance with the terms of the Agreement, shall be limited to and shall not in any circumstances exceed the total amount of Subscription Fees and Charges that have been paid by the Customer to mIT@ pursuant to this Agreement during the twelve month period immediately preceding the event giving rise to the claim and, where there is more than one event giving rise to a claim, during the twelve month period immediately preceding the last event giving rise to such claim.

9.10.   mIT@ shall not in any circumstances be liable whether in contract, tort (including negligence) or otherwise for any incidental, indirect, special or consequential loss or damage howsoever arising suffered or incurred directly

or indirectly by the Customer in connection with, or arising out of, the use, furnishing or functioning of the Services.

9.11.   mIT@ shall not be liable whether in contract, tort (including negligence) or otherwise for any loss of profit, business revenues, loss of contracts, loss of data, loss of operational time or effectiveness, statutory or other fines, loss of any anticipated savings or loss of business opportunity, loss of goodwill or damage to reputation in each case suffered or incurred directly or indirectly by the Customer or any other person in connection with or arising out of the use, furnishing or functioning of the Services and the parties agree that the categories of loss as referred to at this clause 9.11 shall be distinct and severable.

9.12.   mIT@ shall not in any circumstances be liable:

9.12.1. for any failure or fault in the Services due either wholly or partly to network issues, hardware fault(s) or fault(s) or failure of any tablet operating systems, mobile printers, SIM cards, mobile network performance, broadband performance, WIFI or Bluetooth connectivity or any other equipment or services provided by a third party; or

9.12.2. arising out of or in connection with any Third Party Services.

9.13.   Nothing in the Agreement excludes or limits the liability of mIT@ for death or personal injury caused by its negligence, for fraudulent misrepresentation or for any other loss where it is unlawful to exclude or limit liability.

10. Confidentiality

10.1.   The Customer acknowledges that the Services and the Platform contain and constitute valuable confidential proprietary intellectual property and information of mIT@ and/or its suppliers which is not obtainable, except from mIT@, its suppliers or its authorised agents, and that mIT@ and/or its suppliers would be damaged if such information was disclosed to others.

10.2.   mIT@ and the Customer shall keep confidential and shall use solely for the purposes permitted by this Agreement or to perform its obligations under this Agreement all information of the other party designated as confidential or which by its nature is obviously confidential and which is obtained under or in connection with the Agreement and shall not divulge the same to any third party without the prior written consent of the disclosing party.

10.3.   mIT@ and the Customer may divulge confidential information of the other party only to those employees bound under equivalent conditions of confidence who are directly involved in the use of the Services and shall ensure that such persons are aware of and undertake to comply with these obligations of confidentiality.

10.4.   The provisions of this clause shall not apply to any information which:

10.4.1. is or becomes public knowledge other than by breach of the Agreement;

10.4.2. the receiving party can prove was in the possession of the receiving party without restriction before the date of receipt from the disclosing party; and/or

10.4.3. is obtained from a third party who is lawfully authorised to disclose the same.

10.5.   The parties acknowledge that any breach of the Agreement (other than a failure to make payment) may injure the other party irreparably and that money damages alone may not be a sufficient remedy for such a breach. Accordingly it is agreed that (apart from in the case of a failure to make payment) each party shall be entitled to specific performance and/or injunctive relief without proof of damage, from any English court, in addition to all other remedies available under the terms of the Agreement.

10.6.   Notwithstanding the termination (or expiry) of the Agreement for any reason whatsoever, the obligations of both parties as to disclosure and confidentiality shall remain in force for a period of five years following termination.

11. General

11.1.   This Agreement constitutes the entire understanding and agreement between mIT@ and the Customer regarding the Services and supersedes any communications, advertising or representations by agents, employees, distributors and dealers of mIT@ whether made in writing or orally and any terms and conditions specified in any prior purchase order issued by the Customer, unless agreed otherwise in writing by both parties.

11.2.   The Agreement may only be modified in a written amendment signed by an authorized representative of mIT@.

11.3.   If any provision of the Agreement shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions of the Agreement.

11.4.   The failure to exercise or delay in exercising a right or remedy provided by the Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or of any other right or remedy.

11.5.   Either party may assign or otherwise transfer the Agreement in whole or in part or any benefit or interest therein to any person provided that:

11.5.1. it gives the other party written notice of such assignment or transfer within a reasonable period; and

11.5.2. the assigning or transferring party remains primarily responsible for the breaches of the assignee/transferee unless agreed otherwise in writing.

11.6.   No term of the Agreement shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right of a third party which exists other than pursuant to that Act.

11.7.   Except in relation to the Customer's obligations to pay mIT@ the Subscription Fees and the Charges neither party shall be liable to the other for any delay in performing or failure to perform any of its obligations or for any failure of the Services to perform any of its functions under this Agreement caused by circumstances beyond its reasonable control including, without limitation, emergency, acts or omissions of Government, highway, telecommunications operators, regulatory or other competent authority, breakdown or malfunctioning of the world wide web or other communication links between the Customer and the Service, any strikes, lock out or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, environmental conditions, severe inclement weather, explosion, inability to obtain supplies of power, fuel or transport, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, changes to hardware or computer operating systems which could not have reasonably been foreseen, accident, breakdown of plant or machinery, fire, flood or storm or default of suppliers or sub-contractors and pandemics.

11.8.   Any written notices or reminders to be given or made pursuant to this Agreement shall be sent by email:

11.8.1. for mIT@ to superadmin@e-jobsheet.com or such other email address as mIT@ may notify the Customer from time to time to be used for such purposes; and

11.8.2. for the Customer shall be to the Customer's email address as notified to mIT@ during the registration process on the Order,

11.8.3. and in each case shall be deemed to have been duly given or made on the day of delivery.

12. Governing Law and Jurisdiction

12.1.   The Agreement shall be governed by and construed in accordance with English Law and mIT@ and the parties agree to submit to the exclusive jurisdiction of the English Courts.

12.2.   This Agreement has been drafted in English and translated into the Customer's local language. In the event of any inconsistency between the two versions, the English version shall prevail.

13.