

Standard Terms of Business

1 DEFINITIONS AND INTERPRETATION

- 1.1 In these Standard Terms of Business words and expressions shall have the same meanings as are respectively assigned to them in this Clause 1.1.

"Acceptable Use Policy"	means mandatory restrictions on the use of any facility provided by FLUIDONE LIMITED which accesses the Internet, as updated from time to time and published at https://www.fluidone.com/policy/acceptable-use or as otherwise notified to Customer from time to time;
"Applicable Laws"	means all applicable laws, legislation, European regulations, statutes, statutory instruments, regulations, edicts, by-laws or directions or guidance from government, governmental agencies or regulators of the parties which have the force of law and which apply to the parties or where failure to adhere with the same may cause the parties to be subject to enforcement action by its regulator or a court, all as existing from time to time;
"Business Day or Days"	means between the hours of 9am and 5pm Monday to Friday excluding bank and public holidays in the UK;
"Charges"	means the charges payable by Customer to FLUIDONE LIMITED for the provision of the Services as set out in a Service Contract in addition to any amount which becomes due as a result of an act or omission of the Customer expressly set out in the Service Contract;
"Change Request"	has the meaning set out in Clause 7 ;
"Confidential Information"	means any information, in any form, including all plans, proposals, forecasts, methodologies, know-how, information about technological or organisational systems, customers, personnel, business activities or databases, held by a Party which is clearly designated as being confidential (whether or not it is specifically marked confidential) or which ought reasonably to be considered to be confidential;
"Customer"	means the party entering into a Service Contract with FLUIDONE LIMITED;
"Data Protection Legislation"	Means <ul style="list-style-type: none">(i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU 2016/679) and any applicable national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK, and thereafter;(ii) the Data Protection Act 2018 and/or any other successor legislation to the GDPR or the Data Protection Act 1998 and;(iii) All other applicable laws and regulations in force in any relevant jurisdiction relating to or impacting on the processing of personal data and privacy.
"Document"	includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or

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	other device embodying visual images and any disc, tape or other device embodying any other data;
"Direct Debit"	means a payment service for debiting the Customer's account where a payment transaction is initiated by FLUIDONE LIMITED on the basis of consent given by the Customer to FLUIDONE LIMITED and shall be in accordance with The Payment Services Regulations 2017;
"Direct Debit Guarantee"	means the guarantee provided under Clause 4.8.6 ;
"Group Company"	with respect to a company, its own corporate subsidiary or affiliate (within the meaning of s.1159 of the Companies Act 2006 or in accordance with the Building Societies Act 1986);
"Intellectual Property Rights or IPR"	means any patents, rights to inventions, copyright, trademarks and service marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, know-how, trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Late Payment Legislation"	means the Late Payments of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013 as amended.
"Non-Recurrent Charge" or "NRC"	One-off or set-up charge made for installation or similar Services;
"Operational Service Date"	means the date when the Service is first made available to the Customer;
"Order Form"	means a form in the format specified by FLUIDONE LIMITED which is submitted by Customer to FLUIDONE LIMITED in accordance with Clause 3.3 for the provision of one or more of the Services, which sets out the scope of the Services ordered, the relevant Charges and any special terms particular to the supply of the relevant Services as agreed between the parties;
"Personal Data"	means any personal data or sensitive personal data (as defined in the Data Protection Legislation) which are subject to, or intended to be subject to, Processing by FLUIDONE LIMITED for or on behalf of the Customer and shall include for the avoidance of doubt special categories of personal data, as defined in the Data Protection Legislation;
"Products"	means hardware and/or software provided by FLUIDONE LIMITED as set out in the Service Contract;
"Processing"	shall have the same meaning given in the Data Protection Legislation, in force from time to time;
"Reconnection Fee"	means a Charge imposed by FLUIDONE LIMITED in the circumstances detailed in Clause 4.12.24.11.2 ;
"Retained Customer Premises Equipment" or "RCPE"	means hardware and/or software where title is retained by FLUIDONE LIMITED which is provided by FLUIDONE LIMITED and delivered to Customer's own premises or to premises at the order of the Customer to facilitate the provision of a Service over a term. Recurrent and non-recurrent charges may be associated with the provision of RCPE.

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"FLUIDONE LIMITEDCare"	means advance replacement maintenance services for equipment available from FLUIDONE LIMITED. See the Managed Services & Maintenance Terms and Conditions for information;
"Service"	means any one of the Services set out in an Order Form. "Services" means any combination of two or more such Services. For the avoidance of doubt, a Service may involve the supply of Products;
"Service Contract"	means a contract between FLUIDONE LIMITED and Customer for the provision of Services entered into as more particularly referred to in Clause 3;
"Service Level Agreement" or "SLA"	means the identified performance standards to which the Services will be provided, together with any remedies of their non-achievement;
"Service Specific Terms and Conditions"	means the additional terms and conditions issued by FLUIDONE LIMITED to govern the supply of specific Products and/or Services. Any Service Specific Terms and Conditions shall be deemed to incorporate the STB whether or not such incorporation is identified within it;
"Special Conditions"	means any special terms and/or conditions that are detailed within an Order Form which are applicable to the Service Contract which may arise from that Order Form only;
"STB"	means these standard terms of business;
"TUPE Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);
"VA"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994.
"Year"	<u>means a period of 12 months starting on the Commencement Date or an anniversary of the Commencement Date (so, if the Commencement Date is 11th May in one year, the first Year runs until the end of the immediately following 10th May).</u>

- 1.2 References to **"Clauses"** are references to clauses of these STB;
- 1.3 Headings are inserted for convenience of the Parties only and are not to be considered when interpreting the STB or any incorporated document by reference;
- 1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.5 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;
- 1.6 A reference to a person includes a reference to a body corporate, association, or partnership and includes that person's successors;
- 1.7 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- 1.8 In the event of a conflict between the provisions of any Service Specific Terms & Conditions with the STB, the Service Specific Terms & Conditions shall have priority. In the event of a conflict between any Special Conditions and the STB or the Service Specific Terms & Conditions, the Special Conditions shall prevail for the Service Contract in question.

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2 SCOPE

- 2.1 FLUIDONE LIMITED shall supply the Services to Customer pursuant to Service Contracts arising in accordance with and subject to the provisions of the Service Contract. Service Contracts shall come into effect in accordance with the procedures identified in Clause 3.
- 2.2 This document forms the Standard Terms of Business of FLUIDONE LIMITED. It is intended to be incorporated by reference into any contract entered into by FLUIDONE LIMITED with a Customer.
- 2.3 Any standard or pre-printed conditions contained on a form of quotation, a purchase order (except as incorporated as provided for in Clause 3), an acknowledgement of order, invoice or similar document, shall have no effect and shall not apply to Service Contracts.

3 ORDERS AND SERVICE CONTRACTS

- 3.1 Nothing in the STB shall oblige FLUIDONE LIMITED to accept any order or Order Form, or to provide any Services unless and to the extent that a Service Contract is formed pursuant to this Clause 3.
- 3.2 Customer shall submit enquiries. FLUIDONE LIMITED shall submit quotations in response to such enquiries. Except where explicitly detailed otherwise, all Charges quoted to the Customer for the provision of Services are valid for 30 days, except for Products which are valid for 7 days. All quotations are exclusive of any VAT or local sales taxes (e.g. in USA) for which the Customer shall be additionally liable at the applicable rate from time to time. Quotations shall exclude duty, taxes, delivery costs and travel expenses (as relevant) except where explicitly included.
- 3.3 Where the Customer wishes to proceed, the scope of Products and Services required shall be documented on an Order Form, signed by the Customer and submitted to FLUIDONE LIMITED. FLUIDONE LIMITED may (but is not obliged to) accept such Order Form by counter-signature which will then establish a Service Contract comprised of the following documents: the Order Form; any Special Conditions; any documents referenced by the Order Form to the extent relevant; any relevant Service Specific Terms and Conditions and Supplier terms invoked by those Service Specific Terms and Conditions; and these STB, incorporated by reference.
- 3.4 Each Service Contract shall bind the Parties independently and separately to every other Service Contract.
- 3.5 FLUIDONE LIMITED shall be entitled:
 - 3.5.1 To withdraw or cancel a quotation at any time prior to formation of the Service Contract without liability in respect of such cancellation for any loss to the Customer including consequential loss howsoever arising;
 - 3.5.2 To refuse or delay the Service where the Customer's credit or conduct of his account is unsatisfactory in the opinion of FLUIDONE LIMITED.
 - 3.5.3 To modify designs and specifications for Products without prior notification and withdraw Products replacing them with items of the equivalent specification. Customer may reject the alternate product (but shall not do so unreasonably) and in such case Service Contract shall be cancelled without liability and any advance payment made by the Customer for such Products shall be reimbursed.
- 3.6 Customer confirms that Order Forms submitted to FLUIDONE LIMITED are made in the normal course of business by a corporate body, and that legislation related to consumer transactions is therefore not applicable to any such Service Contract formed.

4 CHARGES, INVOICING AND PAYMENT

- 4.1 Subject to any Special Conditions agreed, the Customer shall pay to FLUIDONE LIMITED the Charges detailed in a Service Contract and specified in FLUIDONE LIMITED invoices to the Customer together with any additional sums which are agreed in writing in advance between FLUIDONE LIMITED and the Customer for the provision of the Services in a Service Contract or which are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any information provided or any other cause attributable to the Customer but only where such causes result in cost increases to FLUIDONE LIMITED.
- 4.2 The Charges are stated exclusive of VAT, any local sales tax (e.g. in USA) and/or any tax that replaces such sales taxes. Such taxes are payable by the Customer and will be added to the Customer's invoice at the current rate(s), separately identified.

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- 4.3 FLUIDONE LIMITED reserves the right to modify the Charges in response to a change of Applicable Laws that materially affects the terms of or any increase in the cost of delivery of the Services, FLUIDONE LIMITED will provide notice of the change and/or any consequent increase in the Charges along with a written explanation and the Charges will be amended from the date of such notice.
- 4.4 In addition to the rights set out in clauses 4.3, FluidOne shall be entitled to increase the Charges for any Service once in any Year by serving not less than thirty (30) days' written notice on the Customer, provided that the percentage increase in the relevant Charge is no greater than the percentage increase in the CPI between (a) the later of the Commencement Date and the date of any previous increase and (b) the date of the relevant increase.
- 4.5 In providing quotations, FLUIDONE LIMITED will not take into account, but will make additional charges for:
- Time taken, or expense incurred in correcting or modifying any items supplied by the Customer before the project can be started or continued, in accordance with the Service Contract requirements.
 - Time lost by failure of the Customer to provide any data, information or access to staff or computer time, or other facilities considered to be reasonable by FLUIDONE LIMITED, at the agreed time, at the agreed location, and/or of the agreed quality or standard.
 - Time lost or added by any change made by the Customer in writing after commencement of the Service Contract, to any information upon which the Service Contract was based.
 - Time lost by failure of the Customer to accurately (whether it be misleading, incorrect or otherwise) submit information required by FLUIDONE LIMITED to undertake the Services.
 - Cancellation of an arranged FLUIDONE LIMITED or a third party engineer appointment within less than 48 hours' notice.
 - Supplying any items which the Customer has agreed to supply, but has failed to supply, to enable FLUIDONE LIMITED to complete the Service Contract.
- FLUIDONE LIMITED shall use its reasonable endeavors to warn the Customer of circumstances which will give rise to such additional Charges as are set out above with such notice as is reasonable in the circumstances.
- 4.6 Unless otherwise stated in a Service Contract, FLUIDONE LIMITED reserves the right to increase the Charges once per calendar year for any Service which has exceeded any minimum term stated in the relevant Service Contract. FLUIDONE LIMITED will provide one (1) month's written notice of any such increase.
- 4.7 Notwithstanding Clause 15, FLUIDONE LIMITED shall submit invoices by email or equivalent electronic means to the Customer's designated point of contact for this purpose. Where FLUIDONE LIMITED agrees to provide physical copies of invoices transmitted by other means, the date of receipt by the Customer of the invoice shall be deemed to be the date of receipt of the electronic copy.
- 4.8 Except as otherwise specified in a Service Contract, the amounts specified in FLUIDONE LIMITED invoices to the Customer and any additional sums payable shall be paid by the Customer (together with any applicable VAT or equivalent) in cleared funds in the agreed currency to a bank account nominated by FLUIDONE LIMITED within thirty (30) days from receipt of FLUIDONE LIMITED invoice by the Customer.
- 4.9 In certain cases, the parties may agree within a Service Contract to the use of the Direct Debit payment mechanism. If so, this will be documented within the Service Contract. Where Direct Debit is applicable, the following provisions apply:
- 4.9.1 Customer will be required to complete and sign a Direct Debit mandate at the same time as the Service Contract.
- 4.9.2 For each calendar month for which charges are incurred, FLUIDONE LIMITED will send out invoices for payments:
- Where usage charges are not involved, on the last working day of the month for recurrent rental charges for the following month;
 - Where usage charges are involved, on or around the 14th of the following month for such usage charges together with recurrent rental charges for that following month;

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- On the last working day of the month for one-off charges incurred during a month.
- 4.9.3 In each case, payment under the Direct Debit scheme will be taken after the invoice has been issued on or around the 28th of the month.
- 4.9.4 If a Direct Debit mandate is cancelled by the Customer without alternative payment mechanisms being agreed by FLUIDONE LIMITED, FLUIDONE LIMITED shall have the right to terminate the Service Contract immediately and without notice by reason of the Customer's default. Customer acknowledges that any such alternative payment mechanisms may also require the agreement of additional administration charges
- 4.9.5 If the Direct Debit payment fails because of cancellation of the mandate by the Customer, FLUIDONE LIMITED shall have the right to terminate the Service Contract immediately and without notice. In addition to FLUIDONE LIMITED's rights under the contract and in law, the Customer shall be liable to an additional charge of the same size as the failed payment, as well as remaining liable for the failed payment, and any early termination charges applicable.
- 4.9.6 Any Direct Debit payments made will be subject to the Direct Debit Guarantee as follows:

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit **FLUIDONE LIMITED Global Communications Ltd** will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request **FLUIDONE LIMITED Global Communications Ltd** to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by **FLUIDONE LIMITED Global Communications Ltd** or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when **FLUIDONE LIMITED Global Communications Ltd** asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



- 4.10 If the Customer wishes to dispute any invoice or part of an invoice falling due in accordance with Clause **4.84.7** the Customer shall contact FLUIDONE LIMITED in writing before the invoice is due for payment setting out the nature of its dispute including:
 - the date and number of the disputed invoice;
 - the amount in dispute;
 - the reason for the dispute; and
 - supporting documentation, as appropriate.
- 4.11 Any undisputed part of a disputed invoice shall be paid by the Customer in accordance with Clause **4.84.7**. The Customer waives its right to dispute any Charges not disputed in accordance with Clause **4.94.89**, except where the cause for such dispute would not reasonably have been evident to the Customer by the payment due date.
- 4.12 Without prejudice to any other right or remedy that FLUIDONE LIMITED may have in contract or in law, if the Customer fails to pay FLUIDONE LIMITED for an undisputed invoice or undisputed part of an invoice on the due date without just cause:
 - 4.12.1 FLUIDONE LIMITED shall be entitled to charge the Customer compensation and interest (both before and after any judgement) on any overdue amounts at the rates laid down in the Late Payment Legislation; and
 - 4.12.2 on provision of notice of failure to pay any invoice, providing a copy of such invoice, and where payment is not made in a further 30 days, FLUIDONE LIMITED may suspend all Services until payment has been made in full (including all interest due), together with such reasonable and

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proportionate sum that FLUIDONE LIMITED may charge the Customer in respect of recommencing the provision of the Services (the "**Reconnection Fee**").

- 4.13 Customer shall be responsible for all reasonable costs incurred by FLUIDONE LIMITED in order to recover due payments, including without limitation all professional fees and legal costs.
- 4.14 FLUIDONE LIMITED reserves the right to reissue any invoice if any error is identified and the Customer account shall be amended to reflect the reissued amount. The payment of an invoice by the Customer does not restrict FLUIDONE LIMITED's right to reissue corrected invoices.
- 4.15 FLUIDONE LIMITED may, without prejudice to any other rights it may have, set off any liability of the Customer to FLUIDONE LIMITED against any liability of FLUIDONE LIMITED to Customer.

5 WARRANTIES

- 5.1 FLUIDONE LIMITED warrants and represents to Customer that it has the right and all necessary power and authority to enter into and perform the Service Contract in accordance with its terms.
- 5.2 FLUIDONE LIMITED warrants that its obligations under the Services Contract will be performed with due care, skill and diligence in accordance with the current standards normally practiced by recognized firms in performing services of a similar nature.
- 5.3 FLUIDONE LIMITED warrants and represents that it shall use reasonable endeavors to not introduce a software virus, computer worm, software bomb or damaging code into any Products or any other equipment or software used by FLUIDONE LIMITED directly or indirectly in relation to its provision of the Services, or which is used by Customer;
- 5.4 FLUIDONE LIMITED warrants and represents that in performing its obligations under each Service Contract, FLUIDONE LIMITED shall comply with all Applicable Laws.
- 5.5 Any claim that the Services breach the warranties detailed in this Clause 5 must be reported within three (3) calendar months of the Customer becoming aware (or reasonably ought to have been aware) and Customer hereby waives any such breach not so reported. Where such reported breach is capable of rectification by re-performance, FLUIDONE LIMITED shall have the right to re-perform such Services that are in breach within a reasonable timescale to be discussed with the Customer. Re-performance (if successful) shall be the sole remedy of the Customer for any such breach.

6 CUSTOMER RESPONSIBILITIES

- 6.1 Customer warrants and represents to FLUIDONE LIMITED that it has the right and all necessary power and authority to enter into and perform the Service Contract in accordance with its terms.
- 6.2 Customer will comply with any Acceptable Use Policy or other reasonable directions concerning the Services made known to it by FLUIDONE LIMITED.
- 6.3 Customer shall co-operate with FLUIDONE LIMITED in all matter relating to the Services.
- 6.4 Where the Services are provided in accordance with a Service Level Agreement, Customer warrants it will also comply with the Customer responsibilities detailed within such agreement.
- 6.5 Customer is responsible for supplying and/or bringing to the attention of FLUIDONE LIMITED any matter or information relevant to the Services which is known (or should reasonably be known) to the Customer.
- 6.6 Unless otherwise specified in the Services Contract, Customer shall make available in a timely manner and at no charge to FLUIDONE LIMITED all technical data, computer, communications, network and storage facilities, programs, files, documentation, test data, sample output, or other information & resources reasonably required by FLUIDONE LIMITED for the performance of the Service Contract.
- 6.7 Upon reasonable notice provided by FLUIDONE LIMITED, Customer will allow access to its premises during Business Days as is necessary for FLUIDONE LIMITED to fulfill its obligations under a Service Contract. Where FLUIDONE LIMITED requests access outside Business Days, Customer may impose restrictions concerning access hours and notice. When present on Customer's sites, FLUIDONE LIMITED shall comply with the Customer's relevant corporate policies and procedures for the security and safe working at such Customer premises as may be notified by Customer from time to time.

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- 6.8 Where participation by, or access by FLUIDONE LIMITED to, the Customer's own staff is necessary in relation to the Services, the Customer agrees that such staff shall be available at the times agreed by the Parties. In reaching such agreement, the Customer shall endeavor to meet any reasonable timetable proposed by FLUIDONE LIMITED. Furthermore, the Customer shall ensure that such staff possess the appropriate skills and experience for the tasks for which they have been made available.
- 6.9 If the Customer fails or delays in fulfilling any of its agreed obligations, or corrective work is required by FLUIDONE LIMITED as a result of Customer misuse not in accordance with this Clause 6, FLUIDONE LIMITED may revise the timetable of work and/or suspend the Services (in whole or in part) in its absolute discretion. FLUIDONE LIMITED shall notify the Customer within five (5) Business Days of such revision or suspension, and, where relevant, the Charges shall be revised to compensate FLUIDONE LIMITED for such additional costs and expenses as may be consequential to the Customer's default.

7 CHANGE REQUEST

- 7.1 Either Party may propose changes to the scope or execution of Services in writing but no proposed changes shall come in to effect until a Change Request has been submitted and signed by both Parties.
- 7.2 A Change Request shall be issued as an additional Order Form which shall state the original Order Form reference, any additional Services and Charges payable by the Customer in accordance with Clause 4. If the Customer agrees to the Change Request, the Customer shall sign and return the Order Form to FLUIDONE LIMITED, who upon receipt shall determine how and when such change shall be implemented. Should FLUIDONE LIMITED accept the Change Request, a duly authorised representative shall sign and return the Order Form to the Customer, and it shall be incorporated in to the Services Contract.

8 TERMINATION

- 8.1 Each party shall have the right, without prejudice to its other rights or remedies, to terminate a Service Contract immediately by written notice to the other if the other:
- 8.1.1 is in material and substantial or persistent breach of any of its obligations under the Service Contract and either that breach is incapable of remedy, or if the breach is capable of remedy, that other party has failed to remedy that breach within 30 days after receiving written notice requiring it to do so; or
- 8.1.2 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

9 CONSEQUENCES OF TERMINATION

- 9.1 Upon termination of a Service Contract, all other existing Service Contracts in force at the date of termination shall continue in full force and effect in accordance with their respective terms.
- 9.2 Where the Service Contract provides for the amortization of Non-Recurrent Charges over a period, any remaining installment of such NRCs shall become immediately due for payment by the Customer in the event of termination of the Service Contract for any reason.
- 9.3 Termination of a Service Contract shall be without prejudice to any rights and remedies of the parties accrued before such termination and nothing in this STB or Service Contract shall prejudice the right of either Party to recover any Charges outstanding at the time of such termination.
- 9.4 If requested by a Party in writing, the other Party shall, as soon as reasonably practicable following the termination of a Service Contract, return to the requesting party all data (including Personal Data), records, documentation, information, materials and other property owned by the requesting Party which is in the other Party's possession or under its control or, at the prior written direction of the requesting party, destroy such property and certify to the requesting party that the same has been destroyed. Notwithstanding the above, each Party is allowed to keep such documents and copies which that Party is required by law to preserve, and electronic copies contained in bona fide IT backups. The provisions of Clause 11 shall apply indefinitely to such retained Confidential Information.

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- 9.5 All Clauses of this STB and a Service Contract which expressly or by implication have effect after termination thereof shall continue in full force and effect following termination for such period as shall be necessary to give effect to their provisions.

10 RETAINED CUSTOMER PREMISES EQUIPMENT

- 10.1 If RCPE is provided by FLUIDONE LIMITED under a Service Contract:
- 10.1.1 The Customer must take proper care of the RCPE and ensure it is kept in the correct environment as specified by the manufacturer and as made known to the Customer.
 - 10.1.2 The Customer is responsible for the RCPE and must not move, add to, modify or in any way interfere with the RCPE, nor allow anyone else (other than someone authorised by FLUIDONE LIMITED) to do so. The Customer will be liable to FLUIDONE LIMITED for any loss of or damage to the RCPE, except where the loss or damage is due to fair wear and tear or is caused by FLUIDONE LIMITED or anyone acting on FLUIDONE LIMITED's behalf.
 - 10.1.3 RCPE belongs to FLUIDONE LIMITED at all times. The Customer is not allowed to sell, give away, or use the RCPE as security for a loan, or allow it to be seized as part of a debt or allow anyone else to remove it from the premises where installed. The Customer must not remove any FLUIDONE LIMITED inventory labels attached to the RCPE.
- 10.2 FLUIDONE LIMITED cannot guarantee that any RCPE provided will be fault free and does not undertake to do so. Unless Customer has purchased an enhanced level of cover (i.e FLUIDONE LIMITEDCare), FLUIDONE LIMITED will respond to any fault in the RCPE as follows:
- 10.2.1 FLUIDONE LIMITED will use reasonable efforts to provide hardware maintenance at the Customer's site, including all parts, labour, and material required, within the period detailed on the Order Form, or if not so specified, on the next Business Day for calls received before 12pm.
 - 10.2.2 Any replacement hardware provided may be either new or refurbished at FLUIDONE LIMITED's sole option.
- 10.3 In the event of termination or expiry of the Service Contract, the following provisions apply:
- 10.3.1 Customer will return the RCPE to FLUIDONE LIMITED, or if it requires deinstallation, will give access to FLUIDONE LIMITED at any reasonable time to recover the RCPE. Any costs associated with such deinstallation and/or return shall be to the account of the Customer, unless the Service Contract is terminated because of either: the default of FLUIDONE LIMITED in accordance with Clause 8; or where a Force Majeure Event has affected FLUIDONE LIMITED in accordance with Clause 26.4.
 - 10.3.2 FLUIDONE LIMITED reserves the right to make a Charge for any necessary refurbishment or repair required as a result of other than fair use of the RCPE in accordance with these STB's and the Service Contract. A charge may also be made for the unexpired period of the term of the Service Contract except where termination is by Customer for breach of the Service Contract by FLUIDONE LIMITED.

11 CONFIDENTIAL INFORMATION

- 11.1 Each Party agrees to keep confidential any Confidential Information supplied or divulged to it by the other Party or whenever obtained under or in connection with a Service Contract (other than their employees or professional advisers, or in the case of FLUIDONE LIMITED the employees of a Group Company or their suppliers who need to know the information) and shall not use or disclose such information or any part of it to any person without the prior written consent of the other Party except where disclosure is required for statutory purposes.
- 11.2 The Parties shall take all appropriate practical steps to ensure that the confidentiality of the Confidential Information is preserved in accordance with this Agreement and shall treat all Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential and/or proprietary information;

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- 11.3 Without prejudice to the generality of the foregoing, each Party shall ensure that all data and information generated or was obtained in pursuance of this Agreement will not be used for any purpose other than fulfilment of its obligations hereunder. Each Party agrees to keep all such data and information separate from and not combine it with the Party's own data and information except for a purpose connected with this Agreement if the activity concerned cannot be undertaken without combination.
- 11.4 The restrictions in this Clause 11 shall not apply to information which:
- 11.4.1 is in the public domain otherwise than by breach of this Agreement;
 - 11.4.2 was previously in the possession of the receiving party and which was not acquired directly or indirectly from the disclosing Party;
 - 11.4.3 obtained from a third party who is free to disclose the same; or
 - 11.4.4 the receiving Party is obliged by a court order or relevant regulatory body to disclose.
- 11.5 The obligations of the Parties contained in this Clause 11 shall continue in force notwithstanding the expiry or termination of the Service Contract for a period of three years.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Customer shall retain title to and all intellectual property rights in all documents, materials, ideas, data or other information which constitute the pre-existing proprietary items of the Customer and which are provided or made available to FLUIDONE LIMITED for the purposes of the Service Contract.
- 12.2 FLUIDONE LIMITED shall retain title to and all intellectual property rights in all documents, materials, ideas, data or other information which constitute the pre-existing proprietary items of FLUIDONE LIMITED and which may be made available under the Service Contract.
- 12.3 To the extent that any document, material, idea, data or other information constitutes an original item developed by FLUIDONE LIMITED under a Service Contract, such original item shall be classed as FLUIDONE LIMITED property and title thereto and all Intellectual Property Rights therein shall be vested in FLUIDONE LIMITED.
- 12.4 With effect from the full payment of any applicable charges, and within any identified license limits, the Customer is granted a worldwide, royalty-free and non-transferable license to use any Deliverable for its own internal purposes only during the term of the Service Contract.
- 12.5 Where deliverables incorporate Customer pre-existing proprietary items, Customer grants a royalty-free, transferable, perpetual, license to FLUIDONE LIMITED to use, modify and adapt such items but only for use with the deliverables.
- 12.6 Nothing in the Service Contract shall be interpreted to prevent FLUIDONE LIMITED from using any experience acquired during the performance of the Service Contract with the Customer when undertaking work on its own behalf or for other Customers at any time in the future.
- 12.7 FLUIDONE LIMITED shall be entitled to make and retain a copy of all work prepared under the Service Contract.

13 INFRINGEMENT CLAIMS

- 13.1 The Customer undertakes that FLUIDONE LIMITED shall be given notice of any claim that the Services infringes the Intellectual Property Rights of any third party that is made against the Customer ("**Infringement Claim**") and FLUIDONE LIMITED shall have the sole right to defend and settle such claims at its own discretion in order to settle or oppose any such claims. Customer shall give such assistance as FLUIDONE LIMITED may reasonably require and at FLUIDONE LIMITED's expense to settle or oppose any such claims.
- 13.2 FLUIDONE LIMITED will indemnify the Customer from and against all claims, demands, suits, liabilities, cost, expenses (including reasonably incurred legal fees), damages and losses suffered or incurred by the Customer arising out of a Third Party claim against Customer in respect of infringement of a third party's intellectual property rights arising out of Customer's use of the technology.

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- 13.3 Where the Infringement Claim arises as a consequence of FLUIDONE LIMITED incorporating or using information provided by the Customer, Customer shall have the sole right to defend and settle such claims at its own discretion in order to settle or oppose any such claims ("**Third Party Claim**"). FLUIDONE LIMITED shall give such assistance as Customer may reasonably require and at Customer's expense to settle or oppose any such claims. Customer will indemnify, defend and hold harmless FLUIDONE LIMITED and the FLUIDONE LIMITED's Group Companies (including their directors, officers, employees and agents) from and against any Third Party Claim, including any action, claim, losses, damages, expenses incurred, suffered or awarded arising from such Third Party Claim. Each of the FLUIDONE LIMITED's Group Companies is a beneficiary of this Agreement for the purposes of this Clause 13.3.
- 13.4 The protected Party (as such is determined through the action of Clauses 13.2 or 13.3) will promptly notify the protecting Party in writing of the situation giving rise to the Third Party Claim or Infringement Claim (as the case may be). The protecting Party will control the defence against the Third Party Claim or Infringement Claim (as the case may be), including any negotiation, settlement and appeal of the Third Party Claim or Infringement Claim (as the case may be). The protected Party will (at the protecting Party's request and cost) reasonably assist the protecting Party in its defense of the Third Party Claim or Infringement Claim (as the case may be).
- 13.5 FLUIDONE LIMITED will do one of the following (at its sole discretion) as its only other obligation to the Customer (in addition to its obligations under Clause 13.4 above) and as the Customer's sole remedy against FLUIDONE LIMITED if a Service has become (or in FLUIDONE LIMITED's reasonable judgment is likely to become) the subject of an Infringement Claim (but not a Third Party Claim):
- 13.5.1 at FLUIDONE LIMITED's cost, obtain for the Customer the right to continue using the Service; or
 - 13.5.2 at FLUIDONE LIMITED's cost, replace or modify the Service so that it no longer is subject to the Infringement Claim; or
 - 13.5.3 after giving the Customer reasonable notice in writing: stop providing that component of the Service subject to the claim(s) of infringement without incurring liability for such; provide a refund of all sums paid to FLUIDONE LIMITED as advance payments for future use of the Services and provide assistance to the Customer in selecting and commissioning alternative replacement Service(s).
- 13.6 FLUIDONE LIMITED is not liable to the Customer nor bound to comply with Clause 13.4 if an Infringement Claim is based on:
- 13.6.1 the Customer's unauthorised modification of the Service; or
 - 13.6.2 the use of the Service in combination with any service, facilities, equipment or software not furnished by or approved for use by FLUIDONE LIMITED; or
 - 13.6.3 which arise as a result of the use of the Service otherwise than in accordance with the terms of this Agreement.

14 ASSIGNMENT TRANSFER AND SUB-CONTRACTING

- 14.1 Assignment of the Service Contract is permissible only with prior written approval of the non-assigning party at which time consent may not be unreasonably withheld. FLUIDONE LIMITED shall have the right to subcontract its obligations under this Service Contract but shall remain responsible for such obligations.

15 NOTICES

- 15.1 Any notice required to be given pursuant to an Service Contract shall be in writing and shall be sent to (as appropriate) either FLUIDONE LIMITED at the address given below, or the Customer at the address set out in the Service Contract, or such other address as the recipient may designate by notice given in accordance with this Clause. Notices may be sent by first-class mail or courier service. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 4 Business Days from the date of posting and courier service on the date of signature of the recipient acknowledging receipt. Notice may not be given by email or similar means. Any service effected on a day which is not a Business Day shall be deemed served on the next Business Day. The provisions of this Clause 155 shall not apply to day-to-day communications between the parties which relate to the performance of the Services.

FLUIDONE LIMITED

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FLUIDONE LIMITED 5 Hatfield London SE1 9PG
Attn: Commercial Director

16 RISK AND TITLE

- 16.1 Risk in equipment or Products delivered to a Customer shall pass on delivery.
- 16.2 Other than RCPE, title to Products shall only pass to Customer upon receipt of full payment for such Products by FLUIDONE LIMITED. In the event of the Customer failing to pay for the Products in accordance with the terms agreed, FLUIDONE LIMITED reserves the right to enter upon the Customer's property to repossess the Products.

17 LIMITS OF LIABILITY

- 17.1 Save as expressly provided in the Service Contract, there are no other conditions, non-fraudulent warranties or representations (express or implied) with respect to the Service Contract and any warranty or representation implied by law is expressly excluded to the maximum extent permitted by law. The Customer expressly affirms that it is not relying on any non-fraudulent warranty, condition or representation not contained or referenced in the Service Contract.
- 17.2 Except as expressly set forth in the Service Contract, FLUIDONE LIMITED makes no warranties or representations, express or implied, in fact or in law, with reference to the Services and it is expressly agreed that there is no warranty of satisfactory quality, merchantability or fitness for a particular purpose, express or implied, given by FLUIDONE LIMITED with reference to the Services.
- 17.3 To the extent permissible in law, neither party shall be liable to each other for any indirect, consequential, incidental, punitive, exemplary or special damages or any loss of profits, revenue, goodwill, loss of data or anticipated savings whether sustained by the Customer or any other party whether foreseeable or not and even if advised of the possibility of such loss or damages arising out of breach of implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.
- 17.4 To the extent permissible in law, FLUIDONE LIMITED's entire liability to the Customer in respect of all defaults arising from or connected with the Service Contract whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance of the Service Contract shall be limited to:
- 17.4.1 for direct damage to property, FLUIDONE LIMITED's liability will be subject to a limit of £1,000,000 for any one event or series of connected events;
- 17.4.2 for any other type of claim, the sum of payments made by the Customer in the immediately preceding twelve months for the specific product and or service that directly caused the damage or £1,000,000, whichever the greater.
- 17.5 Neither party excludes or limits its liability for death or personal injury resulting from its negligence and nothing in the Service Contract shall be interpreted to exclude or limit such liability.

18 ESCALATION AND DISPUTE RESOLUTION

- 18.1 If any dispute arises in connection with these STB's or any Service Contract, either Party may provide written notice to the other. Such a dispute shall be referred to a senior manager of each company who is capable of binding their respective company. Within ten (10) Business Days, the Parties agree to schedule a meeting at a mutually convenient place and time to resolve the dispute in question.

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- 18.2 If the dispute is not resolved within ten (10) Business Days of the meeting in Clause 18.1 commencing, the Parties agree to submit to mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the Parties within ten (10) Business Days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a Party must give further notice in writing ('ADR Notice') to the other Party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 18.3 Unless otherwise agreed, the mediation will start no later than fourteen (14) Business Days after the date of the ADR Notice. The commencement of mediation will not prevent the parties commencing or continuing court proceedings/arbitration

19 VARIATIONS

- 19.1 Except where explicitly detailed in this STB or a Service Contract, no variation, amendment, modification and addition to or cancellation of any provision of this Service Contract shall be effective unless agreed in writing by a duly authorised representative of Customer and FLUIDONE LIMITED.
- 19.2 Either Party can propose amendments to this STB or a Service Contract at any time by providing written notice of such proposed amendments and their publication to the other party in accordance with Clause 155 above. The Parties shall then discuss the proposed amendments which shall not become effective or binding unless agreed in writing by both parties, such agreement not to be unreasonably withheld or delayed.

20 RIGHTS OF GROUP COMPANIES

- 20.1 Any Customer Group Company shall have the right to form Service Contracts on its own behalf with FLUIDONE LIMITED in the manner laid down in Clause 3.
- 20.2 Customer irrevocably and unconditionally guarantees to FLUIDONE LIMITED the due and punctual performance of each obligation of the Group Company under a Service Contract entered into with FLUIDONE LIMITED under these STB's. Customer's obligations under this Clause 20 are primary obligations and not those of a mere surety. If an obligation of the Group Company is or becomes void, voidable, illegal or unenforceable for any reason, Customer's obligations under this Clause 20 are unaffected and Customer shall perform the Group Company's obligations as if it were primarily liable for the performance.
- 20.3 Customer's obligations under this Clause 2020 are continuing obligations and are not satisfied, discharged or affected by an intermediate payment or settlement of account by, or a change in the constitution or control of, or the insolvency of, or bankruptcy, winding up or analogous proceedings relating to the Group Company.
- 20.4 Customer's liability under this Clause 2020 is not affected by an arrangement that FLUIDONE LIMITED may make with the Group Company or with another person, which (but for this Clause 20) might operate to diminish or discharge the liability of or otherwise provide a defence to a surety.
- 20.5 Customer waives any right it may have of first requiring FLUIDONE LIMITED to proceed against or enforce any other rights or security or claim payment from any person before claiming from Customer under this Clause 20.

21 EMPLOYMENT

- 21.1 Neither Party shall, directly or indirectly, without the prior written consent of the other party, at any time from the date of the Service Contract to the expiry of twelve (12) months after the termination of the Agreement, solicit or entice away from a Party or employ (or attempt to employ) any person who is, or has been, engaged as an employee of that Party in the provision of the Services (with respect to FLUIDONE LIMITED) or the management of the Services (with respect to the Customer).
- 21.2 Breach of the provision of Clause 21.1 shall render the party in default and liable to pay to the other as agreed and liquidated damages a sum equal to the remuneration payable to the employee during the first six months of his or her new employment. Both Party's acknowledge and agree that this is a genuine pre-estimate of cost.
- 21.3 Nothing in this Clause 21 affects the employee's right to seek employment with the other Party in response to an advertisement placed into the public domain for that position.

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22 DATA PROTECTION

- 22.1 If Customer discloses Personal Data to FLUIDONE LIMITED or FLUIDONE LIMITED collects Personal Data from Customer employees or callers, Customer acknowledges that such processing may (subject to compliance with Data Protection Legislation) include the transfer of such Personal Data to Group Companies worldwide and/or its storage in a local or non-EEA database.
- 22.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 22 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 22.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and FLUIDONE LIMITED is the Data Processor (where "**Data Controller**" and "**Data Processor**" have the meanings ascribed to them in the Data Protection Legislation).
- 22.4 Without prejudice to the generality of Clause 22.2, FLUIDONE LIMITED shall, in relation to any Personal Data processed in connection with the performance of FLUIDONE LIMITED of its obligations under these STB:
- 22.4.1 Only process that Personal Data to perform the Services under any Service Contract and shall not process that Personal Data for any other purpose, unless FLUIDONE LIMITED is required by the laws of any member of the European Union or by the laws of the European Union applicable to FLUIDONE LIMITED to process Personal Data ("**Pertinent Laws**"). Where FLUIDONE LIMITED is relying on the Pertinent Laws as the basis for processing Personal Data, FLUIDONE LIMITED shall promptly notify the Customer of this before performing the processing required by such Pertinent Laws.
- 22.4.2 Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;
- 22.4.3 Ensure that all FLUIDONE LIMITED personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 22.4.4 Not transfer any Personal Data outside the European Economic Area save for in accordance with Clause 22.1;
- 22.4.5 Assist the Customer in responding to any request from a Data Subject and in ensuring with its obligations under the Data Protection Legislation with respect to security, breach notification, impact assessments and consultations with supervisory authorities or regulators;
- 22.4.6 Notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 22.4.7 At the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of any Service Contract unless required by Applicable Laws to store the Personal Data; and
- 22.4.8 Maintain complete and accurate records and information to demonstrate its compliance with this Clause 22 and allow for audits by the Customer or the Customer's designated auditor.

23 BRIBERY AND CORRUPTION

- 23.1 FLUIDONE LIMITED and the Customer each agree and undertake to the other that in connection with this Agreement and the transactions contemplated by this Agreement, they will each respectively comply with all Applicable Laws, rules, regulations of the United Kingdom relating to anti-bribery and anti-money laundering.
- 23.2 In the event that FLUIDONE LIMITED or the Customer (as applicable) (the "**Enquirer**") has any basis for a good faith belief that the other Party may not be in compliance with the undertakings and/or requirements set out in Clause 23.1, the Enquirer shall advise the other Party in writing and the other party shall cooperate fully with any and all enquiries undertaken by or on behalf of the Enquirer in connection therewith, including by making available the other party's relevant personnel and supporting documents if reasonably deemed necessary by the Enquirer.

COMMERCIAL IN CONFIDENCE

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- 23.3 Any breach by a party of this Clause 233 shall be deemed to be a material breach of this Agreement not capable of remedy for the purposes of Clause 8.

24 MODERN SLAVERY

- 24.1 FLUIDONE LIMITED shall, and shall procure that its subcontractors in relation to any Service Contract shall:
- 24.1.1 comply with all applicable laws relating to slavery and human trafficking ("**Anti-Slavery Requirements**") including the Modern Slavery Act 2015;
 - 24.1.2 not take or knowingly permit any action to be taken that would or might cause or lead Customer to be in violation of any Anti-Slavery Requirements;
 - 24.1.3 at Customer's request and cost, provide Customer with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with the Anti-Slavery Requirements.
- 24.2 FLUIDONE LIMITED represents warrants and undertakes to Customer that neither it nor its subcontractors in relation to a Service Contract uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded or child or forced labour within its supply chain.
- 24.3 FLUIDONE LIMITED warrants that it will comply with the requirements of the Ethical Trading Initiative Base Code (<http://www.ethicaltrade.org/eti-base-code>), and will require its own suppliers and subcontractors to comply with the same.

25 ENTIRE AGREEMENT

- 25.1 The Service Contract and any documents expressed by the Service Contract to be incorporated herein constitutes the entire understanding between the parties relating to the subject matter of the Service Contract and supersedes all prior writings, negotiations or understandings with respect hereto.
- 25.2 This Clause 25 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Service Contract which was induced by fraud, for which the remedies available shall be all those available under the law governing this Service Contract.

26 GENERAL

- 26.1 **Severability.** If any provision of a Service Contract or part thereof is held invalid, illegal or unenforceable for any reason, such provision or part thereof shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if that Service Contract had been executed with the invalid provision eliminated.
- 26.2 **Third Party Rights.** Unless expressly provided in the Service Contract, no express term of the Service Contract or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it. However, where FLUIDONE LIMITED provides any Third Party product or service to the Customer, the third party FLUIDONE LIMITED shall have the right to enforce the terms of this Service Contract with respect to the corresponding product or service only.
- 26.3 **No Agency.** Nothing herein shall be construed to create an agency, partnership or joint venture relationship between the Customer and FLUIDONE LIMITED. No employee of either party shall at any time be considered or represented as an employee of the other party. In no circumstances shall relationship of master and servant be deemed to arise between the Customer and any member of FLUIDONE LIMITED.
- 26.4 **Force Majeure.** Neither party will be liable for any failure in performance due to causes beyond its reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labour disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)), tariffs, trade wars, natural disasters, illness epidemics (including COVID-19) and actions of government or authorities having jurisdiction in connection with such events ("Force Majeure Event"). Customer shall not be liable for the Charges in respect of any Services which FLUIDONE LIMITED is unable to perform due to a Force Majeure Event. In the event of a Force Majeure Event, the affected party shall promptly notify the other party of the event and use all reasonable endeavours to overcome it and compliance with the foregoing shall be a condition of relief from liability. If a default due to such a Force Majeure Event shall continue in force for more than 3 months, then the party not in default shall be entitled to terminate the Service Contract forthwith without liability or compensation by written notice to the other party.

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- 26.5 **Publicity.** Notwithstanding the provisions of Clause 11, FLUIDONE LIMITED shall be permitted, for the purpose of publicizing its own business activities, to disclose to a third party the name of the Customer and general description of work undertaken for the Customer. No press release or similar that identifies specific Customer sites or Customer staff shall be issued without prior written authorisation of the Customer.
- 26.6 **No Waiver.** Failure by either Party to exercise or delay or enforce any right conferred by the Service Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
- 26.7 **Export Controls.** The Customer acknowledges that export and/or use of any deliverable under a Service Contract may be subject to compliance with laws, rules and regulations of bodies having jurisdiction over such operations and agrees to comply with the same. If the export or use of any services or deliverables of a Service Contract is so controlled, it is the responsibility of the Customer to obtain any such approval required by any applicable laws, rules or regulation.
- 26.8 **TUPE.** The parties acknowledge and agree that the TUPE Regulations are not intended or expected to be applicable to all or part of the Services which are taken on by FLUIDONE LIMITED as a successor to a previous supplier and/or the Customer, or cease to be provided by FLUIDONE LIMITED for any reason and where all or part of the services continue to be provided by Customer and/or a new supplier. Notwithstanding this, where TUPE does in fact apply:
- 26.8.1 the parties shall co-operate seeking to ensure an orderly transfer and in accordance with their relevant legal obligations.
- 26.8.2 Customer will indemnify FLUIDONE LIMITED in full against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by FLUIDONE LIMITED pursuant to the operation of TUPE where FLUIDONE LIMITED takes on new services previously provided by the Customer and/or a previous supplier.
- 26.8.3 FLUIDONE LIMITED will indemnify Customer in full against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Customer pursuant to the operation of TUPE where FLUIDONE LIMITED ceases to provide services which are then carried out by Customer and/or a new supplier.
- 26.9 **Electronic Signatures.** The parties agree that the signature and/or exchange of executed versions of a Service Contracts by secure electronic means shall be deemed equivalent to their physical signature and/or exchange for all purposes.

27 GOVERNING LAW AND JURISDICTION

- 27.1 The Service Contract shall be governed by and construed and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.

-End-