

**Systechnix Innovations Limited – General Terms and Conditions – Issued 28<sup>th</sup> March 2018**

**General:** These Terms and Conditions and the attached Proposal and (where applicable) the Supplementary Terms & Conditions for use for any “Pay For Job” option (together “T&Cs”) apply to all Services provided by us for you and represent our mutual contract. These T&Cs supersede any other terms and conditions offered or stated in your terms of business (unless we expressly agree otherwise in writing). In these T&Cs references to:

- “we” “us” or “our” means Systechnix Innovations Limited (AUTOGLAZEIT) and “you” or “your” means the customer specified in the Proposal;
- “Services” means all the software and ancillary services and related documentation as described on the Proposal (i.e. the “Subscription Services” and any optional “Extras”) and/or any “Pay Per Job” option that you take from us;
- “Price”, “Date of Installation”, “Training”, and “Your Site” are all as set out in the Proposal.

**Site Preparation:** We will provide details of what needs to be done by you and available at Your Site in order for us to provide the Services. If there are any issues at Your Site (for example, with your -or any third party’s- installations, connections or telecommunications) that will prevent the Services from functioning normally, then you will be responsible for the costs of ensuring that these are fully resolved before the Date of Installation. If we discover on the Date of Installation that there are any unresolved issues, we may charge you for the costs of Your Site survey and for rescheduling your installation.

**Acceptance:** Before we leave Your Site on the Date of Installation we will run “proof of performance” tests and provide Training [if specified on the Proposal]. At this point, the Services will be deemed to have commenced.

**Prices:** Your Price for the first 6 months of Subscription Services will be payable in advance before the Date of Installation and is non-refundable. After that, the Price for the Subscription Services is payable monthly in advance and the Price for any Extras required by you is payable monthly in arrears. All invoices must be paid by BACS transfer to us within 30 days of the invoice date. If you fail to pay on time we shall be entitled to suspend the Services and/or charge interest at the rate of 3% above the base rate of [specify bank] on a daily basis until we have received cleared funds. Failure to pay for [60?] days will entitle us to terminate the Services immediately. We may charge a reconnection fee if we agree to reconnect the Services after any suspension or termination. All Prices will be reviewed by us annually and you will be given [x] months’ notice of any change.

**Viruses etc:** You must not access, store, distribute or transmit any viruses, malware or code, or any material during the course of your use of the Services that is unlawful, harmful, inflammatory, threatening, discriminatory, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity or is otherwise illegal or causes damage or injury to us or to any person or property.

**Availability:** We will use all reasonable commercial endeavours to ensure that the Services remain available during normal working hours. However, we will not be liable if, for any reason, the Services are:

- · unavailable at any time or for any period;
  - · interrupted;
  - · suspended temporarily for emergency or routine repair and maintenance;
- or
- · delayed or prevented by any cause outside of our reasonable control (force majeure).

You are responsible for maintaining your network connections and telecommunications links from your systems to ours. We are not responsible for any delays or failures resulting from the transfer of Your Data over such connections or links.

**Ownership:** You acknowledge that we own all intellectual property rights (including design rights, copyright, data base rights, trade secrets and know how etc.) in the Services and that this is our confidential and proprietary information. You must not (and not permit any third party to) copy, modify, develop, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, replicate, reverse engineer, deconstruct, de-compile, reverse compile, disassemble, or otherwise reduce to human-perceivable form the programs, software, code, documentation or any other item comprised in or provided by the Services (except as may be allowed by any applicable law which is incapable of exclusion by agreement). For the duration of our agreement with you and afterwards, you must keep confidential any information provided to you relating to the Services and our confidential or proprietary information and you will be responsible for ensuring that your staff, contractors and customers do likewise. The licence granted to you to enable you to use the Services is personal and you must not permit any third party (including any other members of your group or your contractors etc.) to use the Services without our written consent. If you do not comply with any of this section of the T&Cs you will be in material breach and we will (in addition to any other remedies available to us) be entitled to immediately terminate the provision of Services by written notice and seek full damages. This section of the T&Cs will survive termination of this contract (for whatever cause).

**Your Data:** We acknowledge that you own all data inputted in connection with the Services and that this is your confidential and proprietary information. However, we will be entitled to anonymise any of your VRM/IPS data and use this to compile statistics with other customers that we may share with third parties.

**Termination:** Either you or us may terminate this contract and cancel the Services at any time by giving not less than 6 months' prior written notice (such notice not to be given before the end of the first 6 months of the Subscription services). On termination:

- · you will cease using the Services and return all our confidential and proprietary information to us; and
- · provided that you have paid all due invoices, we will return to you all your data and confidential and proprietary information to you.

Termination of this contract (for whatever cause) is without prejudice to any rights and obligations that may have accrued on or prior to termination.

**Law:** Both parties (you and us) will comply with all obligations under applicable law as it applies to this contract and our respective operations. These T&Cs are governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

Other Clauses for Consideration:

**Handling of Your Data:** In handling Your Data we will comply with our then current Privacy and Security Policy as published on our web site. If any of Your Data is lost, we will use reasonable commercial endeavours to restore it from the latest back-up maintained by us. This will be our only obligation in respect of any lost Your Data. As part of the Services, we will not have routine access to and will not process any of your customer information comprising Your Data. However, to the extent that you disclose any other element of any of Your Data which is personal data (as defined by law) we will be the data processor and you will be the data controller for all legal purposes. You must ensure that you have the legal right to disclose such personal data to us as part of the Services.

**Third Party Websites and Services:** The Services may enable you to access the websites or services of third parties. We shall have no liability or obligation whatsoever in relation to the content or use of any such third-party websites or services.

**Indemnities and Limitation:** You will indemnify us against any claims arising in connection with your use of the Services and Your Data. We will indemnify you against claims that your use of the Services infringes any United Kingdom intellectual property right. We will not be liable (under any circumstances) for any loss of profits, loss of business, depletion of goodwill and/or similar losses, pure economic loss, or for any special, indirect or consequential loss arising under this contract. Our maximum liability under this contract will be limited to the total Subscription Price paid by you during the [6] months immediately before the date of the claim.

**Warranty:** We warrant that the Services will comply with the description in these T&Cs but all other warranties, and all other terms of any kind whatsoever implied by law (other than our liability for death, personal injury or fraud) are, to the fullest extent permitted by law, excluded from this contract. You assume sole responsibility for results obtained from the use of the Services.