**CUSTOMER AGREEMENT**

**This Agreement ("the Agreement") applies to the provision of all goods supplied by CLARUS NETWORKS LIMITED (SC492820), a company incorporated under the Companies Act 2006 and having its registered office at 2F Inchmuir Road, Whitehill Industrial Estate, Bathgate, Scotland, EH48 2EP ("Clarus Networks") to you ("the Customer").**

## 1. Definitions and Interpretation

1.1 In this Agreement the following meanings shall apply (save where the context otherwise requires):

1.1.1. **Agreement** means this Agreement including the schedules hereto for the supply and installation of the Equipment together with the Order and written acceptance of order by Clarus Networks;

1.1.2. **Business Day**: a day other than a Saturday, Sunday or public holiday in Scotland, when banks in Glasgow and Edinburgh are open for business;

1.1.3. **Commencement Date**: the date of the written acceptance of the Order issued by Clarus Networks to the Customer;

1.1.4. **Customer**: the person or firm who purchases the Equipment from Clarus Networks;

1.1.5. **Equipment**: the equipment (or any part of them) set out in the Order;

1.1.6. **Equipment Specification**: any specification for the Equipment, including any relevant plans or drawings, that is agreed in writing by the Customer and Clarus Networks;

1.1.7. **Force Majeure Event**: means a cause beyond the reasonable control of a party (or its sub-contractors, where applicable) including but not limited to acts of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, strike, labour dispute, illness, flood, wind, lightning, other weather conditions, earthquake, fire, act of terrorism, epidemic, pandemic, imposition of sanctions, non-performance or delay in performance by suppliers, agents or subcontractors, or interruption or failure of utility service;

1.1.8. **Initial term for Remote Management Plan** is 12 months;

1.1.9. **Intellectual Property Rights**: all copyright, patents, database rights, registered and unregistered design rights, trade marks and service marks and applications for any of the foregoing, rights to inventions, business names and domain names, product names rights in get up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in computer software (including object code and source code), semi-conductor topography rights together with all trade secrets, discoveries, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world and for the full term thereof including all applications for, and rights to renew, the same;

1.1.10. **Order**: the Customer's order for the supply of Equipment, as set out in the Clarus Networks' order form, accepted in writing by the Customer;

1.1.11. **Remote Management Plans**: as detailed in Schedule 3;

1.1.12. "**Service Levels**" means the levels of performance to which the Services are to be provided to the Customer by Clarus as set out in the Service Level Agreement; and

1.1.13. "Service Level Agreement" means the Service Level Agreement annexed at Schedule 2 hereof.

1.2 The headings in this Agreement do not affect its interpretation.

1.3 Unless the context otherwise so requires:

(a) references to Clarus Networks and the Customer include their permitted successors and assignees;

(b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(c) references to statutory provisions include those statutory provisions as amended, substituted or re-enacted;

(d) 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;

(e) words in the singular include the plural and in the plural include the singular;

(f) references to writing or written includes email; and

(g) references to schedules and clauses are to schedules and clauses of this Agreement.

1.4 In the event of any conflict between the terms and conditions of this Agreement and any provision of any service level agreement, the terms and conditions of this Agreement shall prevail.

## 2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Equipment or Equipment in accordance with this Agreement.

2.2 The Order shall only be deemed to be accepted when Clarus Networks issues written acceptance of the Order at which point and on which date the Agreement shall come into existence (the Commencement Date).

2.3 Any samples, drawings, descriptive matter or advertising issued by Clarus Networks and any descriptions of the Equipment contained in Clarus Networks' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment described in them. They shall not form part of the Agreement nor have any contractual force.

2.4 This Agreement constitutes the whole agreement between Clarus Networks and Customer to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. In the event of any conflict between the terms and conditions of this Agreement and any provision of any service level agreement, the terms and conditions of this Agreement shall prevail.

2.5 Any quotation given by Clarus Networks shall not constitute an offer, and is only valid

for the period from its date of issue specified in the quotation.

2.6 This Agreement shall apply to the supply of Equipment.

2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer and no such term shall form part of the Agreement.

## 3. Fees and Charges

3.1 Clarus Networks undertakes with effect from the Commencement Date, and in consideration of the payment by the Customer to supply the Equipment to the Customer on a non-exclusive basis upon the terms and conditions set out in this Agreement.

3.2 No Equipment shall be delivered to the Customer until the Customer is fully onboarded with an account set up or payment has been received.

3.3 The price for Equipment:

(a) shall be the price set out in the Order;

(b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Equipment, which shall be invoiced to the Customer in addition to the price for the Equipment; and

(c) any shipping and handling charges for delivery of the Equipment are non-refundable. Clarus Networks shall only be obliged to ship or make delivery of any Equipment to the Customer at a location as agreed and detailed in the Order and Clarus Networks shall be permitted to instruct any carrier of its choosing.

3.4 The Customer agrees to make payment for the invoiced amount within 30 days from the date of the invoice. Payment shall be considered made on the date the funds are received by Clarus Networks.

3.5 Where the Customer has opted into a Remote Management Plan, as detailed in Schedule 3, Clarus reserves the right to increase the price of the Service, by giving 30 days written notice.

3.6 Where the Customer has opted into a Remote Management Plan, once the Initial Term has expired, the Remote Management Plan will auto renew unless Clarus has been given not less than 30 days' prior written notice to terminate.

3.7 Clarus Networks reserves the right to:

(a) increase the price of the Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to Clarus Networks that is due to:

(i) any factor beyond the control of Clarus Networks (including increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Equipment Specification; or

(iii) any delay caused by any instructions of the Customer in respect of the Equipment or failure of the Customer to give Clarus Networks adequate or accurate information or instructions in respect of the Equipment.

3.8 All sums due under this Agreement are expressed exclusive of UK VAT and/or any other local or federal taxes which will charged at the appropriate time.

3.9 All sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.10 The Customer shall pay to Clarus Networks interest at the rate of 3 per cent per annum above the base rate of the Bank of England in force from time to time in respect of the late payment of any sums due under this Agreement, until payment in full. The Customer shall meet all reasonable costs, including legal fees, incurred by Clarus Networks in recovering any sums due under this Agreement.

## 4. Provision of Equipment

4.1 Clarus Networks will act in a diligent and professional manner and exercise reasonable care and skill in accordance with the terms of this Agreement and good industry practice.

4.2 The Equipment is as described in Schedule One.

4.3 Clarus Networks reserves the right to amend the Equipment Specification if required by any applicable statutory or regulatory requirement, and Clarus Networks shall notify the Customer in any such event.

4.4 Clarus Networks shall deliver and install the Equipment at the location set out in the Order or such other location as the parties may agree at any time after Clarus Networks notifies the Customer that the Equipment is ready.

4.5 Any dates quoted for delivery and installation of the Equipment are approximate only, and the time of delivery and installation is not of the essence of the Agreement. Clarus Networks shall not be liable for any delay in delivery and installation of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Clarus Networks with adequate instructions that are relevant to the supply and installation of the Equipment.

4.6 If Clarus Networks fails to deliver and install the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement equipment of similar description and quality in the cheapest market available, less the price of the Equipment.

4.7 Subject to the Customer complying with their obligations in terms of the Agreement,

Clarus Networks will use reasonable endeavours to provide, install and test the Equipment on or before the delivery date specified in the Order.

4.8 Risk in the Equipment shall pass to the Customer on delivery of same.

4.9 The Customer has forty-eight (48) hours from the time of delivery in which to reject goods in case of damage during transit.

4.10 Where the Customer has engaged Clarus Networks to install the Equipment, and the Customer cancels an installation with less than 72 hours' notice, a cancellation charge of up to 100% of the installation cost may be incurred.

## 5. Quality of Equipment and Warranty

5.1 Clarus Networks warrants that on delivery, and for a period of 12 months from the date of delivery, the Equipment shall:

(a) conform in all material respects with their description and the Equipment Specification; and

(b) be fit for any purpose held out by Clarus Networks.

5.2 Subject to clause 5.3, if:

(a) the Customer gives notice in writing to Clarus Networks during the warranty period within a reasonable time of discovery that some or all of the Equipment do not comply with the warranty set out in clause 5.1; and

(b) Clarus Networks is given a reasonable opportunity of examining such Equipment;

Clarus Networks shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full. An Engineer call-out charge may be incurred dependent on the location of the equipment and the nature of the defect.

5.3 Clarus Networks shall not be liable for the Equipment's failure to comply with the warranty set out in clause 5.1 if:

(a) the defect arises because the Customer failed to follow Clarus Networks' oral or written instructions as to the installation, commissioning, use or maintenance of the Equipment;

(b) the Customer alters or repairs such Equipment without the written consent of Clarus Networks;

(c) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(d) the Equipment differs from the Equipment Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Where the Customer has chosen to self-install the Equipment, or replacement Equipment, Clarus will provide self-install guides. Fifteen (15) minutes of telephone support, via the Clarus inhouse technical support team, will be provided free of

charge thereafter support will be chargeable by the hour.

5.5 Except as provided in this clause 5, Clarus Networks shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 5.1.

5.6 This Agreement shall apply to any repaired or replacement Equipment supplied by Clarus Networks.

5.7 Clarus shall respond promptly to all requests for support relating to the Services and Equipment in accordance with the Service Level Agreement at Schedule 2.

## 6. Customer's obligations

6.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides in the Equipment Specification are complete and accurate;

(b) co-operate with Clarus Networks in all matters relating to the installation of the Equipment;

(c) provide Clarus Networks, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Clarus Networks to install the Equipment;

(d) provide Clarus Networks with such information and materials as Clarus Networks may reasonably require in order to install the Equipment and ensure that such information is complete and accurate in all material respects;

(e) prepare the Customer's premises for the installation of the Equipment;

(f) obtain and maintain all necessary licences, permissions and consents which may be required to enable the installation of the Equipment before the date of such installation;

(g) comply with all applicable laws, including health and safety laws; and

(h) if required by Clarus Networks, provide an internet connection to enable the Equipment, once installed, to become live.

6.2 If Clarus Networks' performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation:

(a) Clarus Networks shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Clarus Networks' failure or delay to perform any of its obligations as set out in this clause 6.2; and

(b) the Customer shall reimburse Clarus Networks on written demand for any costs or losses sustained or incurred by Clarus Networks arising directly or indirectly from the Customer Default.

## 7. Intellectual property rights

7.1 Without prejudice to the Customer's rights in its own materials, the parties hereby agree that the Customer shall not acquire any Intellectual Property Rights whatsoever in respect of the Equipment or any documentation, materials, software or hardware used by Clarus Networks in connection with or related to the provision of the Equipment. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Clarus Networks to the Customer.

7.2 All Intellectual Property rights of Clarus Networks are deemed Confidential Information of Clarus Networks.

7.3 Clarus Networks warrants that it has all necessary right, title and interest to enable the Customer to benefit from the Equipment in accordance with this Agreement.

## 8. Confidentiality

8.1 Where either party ("the Receiving Party") receives Confidential Information from the other party, pursuant to this Agreement, that party shall, during the term of this Agreement and thereafter, keep confidential, and shall not use for its own purposes, nor without the prior written consent of the other party ("Disclosing Party") disclose to any third party, Confidential Information save that the Receiving Party may disclose Confidential Information to those of its employees, agents and sub-contractors involved in the provision or receipt of the Equipment who have a need to know same and to their respective professional advisers, where reasonably necessary and provided same are subject to duties of confidentiality.

8.2 The Customer agrees that if it is served with any form of legal process that would require disclosure of any Confidential Information, it shall, if permitted by law, before taking any action, immediately notify Clarus Networks who shall have the right to seek to quash or limit the scope of such process.

8.3 The provisions of Clause 8.1 above shall not apply to the whole or any part of the Confidential Information to the extent that it is:

(a) trivial or obvious;
(b) already in the Receiving Party's possession without duty of confidentiality on the date of its disclosure to it by the Disclosing Party;
(c) is independently developed by the Receiving Party, its officers, employees, agents or contractors;
(d) in the public domain other than as a result of a breach of this clause; or
(e) to the extent that disclosure of such information may be required by any governmental agency or by operation of law and, in either such case, the Receiving Party required to make such disclosure shall, unless legally precluded from doing so, use reasonable endeavours to notify the Disclosing Party of such requirement prior to making the disclosure.

8.4 The parties undertake to the other to make all relevant employees agents and sub-contractors aware of the confidentiality of the Information and the provisions of these Clauses 8.1 to 8.8 inclusive.

8.5 For the avoidance of doubt, all information belonging to one party shall remain at all times the exclusive property of that party and may only be used by the other in order to fulfil its obligations pursuant hereto.

8.6 Each party shall give notice to the other of any unauthorised misuse, disclosure, theft or other loss of the other party's Confidential Information immediately upon becoming aware of the same.

8.7 Upon termination of this Agreement, or upon the written request of the other party, the party who was supplied with the Confidential Information will return the Confidential Information within 28 days of such request. Each party may retain one copy of the Confidential Information but only if it requires to hold such information to ensure legal compliance with its obligations under this Agreement including regulatory compliance.

8.8 Notwithstanding the provisions of clauses 8.1 to 8.8, Clarus Networks shall be entitled to retain all books, records and accounts with respect to the Customer including this Agreement for the purposes of accounting and as required by law.

## 9. Insurance and Indemnity

9.1 Clarus Networks shall effect and maintain at all times during the Term adequate professional indemnity insurance cover up to a maximum of £1,000,000 for any claim or liability under the Agreement.

9.2 The Customer shall indemnify, defend and hold harmless Clarus Networks, its Affiliates and each of their respective officers, directors, agents, employees, contractors, successors and assigns in respect of any third party claims, liabilities, losses, damages, suits, actions, demands, proceedings (whether legal or administrative), judgments and costs and expenses (including, without limitation, reasonable solicitor's fees) arising out of or relating to: (1) the Customer's breach or alleged breach of clause 8.1 of this Agreement; (2) any act or omission the Customer that results in loss of, or damage or degradation to, any portion of the Equipment; (3) infringement or alleged infringement of any third party's Intellectual Property Rights by reason of the Customer's use of the Equipment; and (4) any other third party claims including claims arising out of or related to the resale, installation, marketing, use, repair, removal or any other works, carried out with respect to the Equipment.

9.3 The Customer acknowledges and agrees that it shall have no right to seek, and shall not seek, any indemnification (or defence obligations) from Clarus Networks.

9.4 Clarus Networks shall notify the Customer of any claim for indemnity by providing written notice. With respect to any indemnifiable claim for which such notification is provided, the Customer shall have the right to control and bear full responsibility for the defence of such claim (including, without limitation, any settlements); provided however, that (1) Clarus Networks shall at the cost of the Customer, provide assistance and cooperation to the Customer as is reasonably necessary for the

defence or settlement of such claim, including, without limitation, the filing of all pleadings and other court processes, the provision of all relevant information and documents, and providing reasonable access to relevant employees; (2) Clarus Networks shall not make any admissions, settlements, or compromises without the prior written consent of the Customer; (3) Clarus Networks shall have the right to participate in the defence of such claim with counsel of its choice at its own expense; and (4) the Customer shall not, without Clarus Networks' consent agree to any settlement which (i) contains a stipulation to, or admission of, any liability or wrongdoing on behalf of Clarus Networks; (ii) consents to any injunction against Clarus Networks; or (iii) requires any specific performance or non-pecuniary remedy by the Clarus Networks.

9.5 Notwithstanding anything contained in this Agreement to the contrary, and to the maximum extent permitted by applicable law Clarus Networks and its Affiliates shall not be liable to the Customer, nor shall the Customer make any claim against any of the foregoing parties, for (a) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the Equipment; and/or (b) any acts or omissions of Clarus Networks and its Affiliates made in response to an emergency response or in compliance with a government order.

## 10. Limitation of Liability

10.1 Clarus Networks' aggregate liability to the Customer during the term of the Agreement for negligence, delict, breach of contract, misrepresentation or any other loss as a result of any act or omission of Clarus Networks, its officers, employees, contractors or agents, shall not exceed the lesser of £1,000,000 or 100% of the total Fees paid by the Customer under this Agreement.

10.2 Insofar as permitted by law Clarus Networks shall have no liability for any loss or damage which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, delict (including negligence) or otherwise howsoever arising (including in respect of any materials, information or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer), which fall within any of the following categories:

(a) special, incidental, consequential or indirect damages, even though Clarus Networks were aware of the circumstances in which such special damages could arise;
(b) loss of revenue or profits;
(c) loss of anticipated savings;
(d) loss of sales or business opportunity;
(e) loss of agreements or contracts;
(f) loss of or damage to goodwill;
(g) loss of or damage to data;
(h) loss of use or corruption of data, software or information; and
(i) indirect or consequential loss.

10.3 The exclusions in Clauses 10.1 and 10.2 shall apply to the fullest extent permissible at law but Clarus Networks does not exclude liability for death or personal injury or any other liability which cannot be excluded by law.

10.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 11C, 11D and 11E of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

10.5 Clarus Networks shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Customer or arising from any cause beyond Clarus Networks' reasonable control.

10.6 The Customer agrees that, in entering into this Agreement, it shall not be entitled to rely on any representations (whether written or oral) of any kind or of any person and Clarus Networks shall have no liability otherwise than pursuant to the express terms of this Agreement.

10.7 The Customer acknowledges that the Equipment installed does not guarantee mobile coverage throughout the installation location.

10.8 The Customer acknowledges that external factors, outwith Clarus's control, including, but not limited to, the weather and mobile operators reducing/removing masts may impact the mobile coverage within installation location.

10.9 Where the external mobile phone signal is poor, a site survey must be performed prior to any installation work.

10.10 This clause 10 shall survive termination of the Agreement.

## 11. Termination

11.1 For the purposes of this Agreement, the following events shall be deemed "Acts of Default":

(a) if the Customer fails to pay monies due pursuant to this Agreement withing 7 days of the due date therefor;

(b) if a party commits any material breach of any clause of this Agreement (other than one falling under Clause 11.1(a) above) and which, in the case of a breach capable of being remedied, shall not have been remedied within 14 days of a written request by the other party to remedy the same;

(c) if a party 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 a bankruptcy petition or order or is subject to any analogous event or proceeding in any applicable jurisdiction; or

(d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11.2 If either party commits an Act of Default, the other party may terminate this Agreement immediately by giving notice in writing to the other party.

11.3 Clarus Networks shall have the right, without prejudice to its other rights or remedies, to terminate or suspend all or a portion of this Agreement immediately by notice to the Customer if:

(a) the Customer undergoes a change of control which does not result in control passing to a company that, immediately prior to the change in question, was an Affiliate of the Customer;

(b) the Customer sells all of its assets or is merged or re-organised in circumstances where it is not the surviving entity;

(c) the Customer disputes the ownership or validity of Clarus Networks' Intellectual Property Rights;

(d) Clarus Networks receives any request and/or order from law enforcement, a judicial body, or other government agency; or

(e) the Customer participates in fraudulent, abusive, immoral or illegal activities.

11.4 In the event of termination of this Agreement:-

(a) the Customer agrees promptly to pay to Clarus Networks all outstanding payments;

(a) the Customer shall return any Equipment which has not been fully paid for. If the Customer fails to do so, then Clarus Networks may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement; and

(b) each party shall immediately return to the other all property and materials containing Confidential Information belonging to the other.

11.5 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into force or continue in force on or after that termination.

11.6 Clauses 1, 8, 9.2 to 9.5, 10, 14, 16 and 21 of this Agreement shall survive and continue to have effect notwithstanding the termination of this Agreement.

## 12. Force majeure

12.1 Neither party hereto shall be liable for any delay in performance of or breach of its obligations hereunder, except in respect of payment, resulting from a Force Majeure Event. Any time limit or estimate for a party to perform any act hereunder shall be

suspended during Force Majeure Event.

12.2 Each of the parties agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event, the date and extent of such delay and the estimated duration thereof.

12.3 Each of the parties shall use reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement.

12.4 If a default arising from a Force Majeure Event continues for more than 28 days, then the party not in default shall be entitled to terminate this Agreement with immediate effect on giving written notice to the other party. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of a Force Majeure Event, but such termination shall not affect any accrued rights or obligations of either party.

## 13. Successors and Assignees

13.1 This Agreement shall be binding upon and ensure for the benefit of the successors in title of the parties hereto.

13.2 Clarus Networks may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

13.3 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Clarus Networks.

## 14. Non-Solicitation

14.1 Neither party shall, without prior written consent of the other party, solicit, employ or attempt to employ or otherwise endeavour to entice away from the other party anyone employed or engaged, whether as employee or sub-contractor, during the period of the Agreement and one year from its termination or expiry.

## 15. Severance

15.1 If any provision or part-provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such finding shall remain in full force and effect. Where possible, the parties shall, by agreement, substitute for any invalid or unenforceable provision, a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## 16. Waiver

16.1 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of the same or other provisions nor shall any delay or omission on the part of either party in exercising or availing itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

## 17. No partnership or agency

17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

## 18. Entire agreement

18.1 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. This Agreement supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 The Parties agree that provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and are hereby expressly and entirely excluded.

18.3 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

## 19. Third party rights.

19.1 Save as expressly provided for in this Agreement, no clause or term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement.

## 20. Variation

20.1 Except as set out in this Agreement, no variation of the Agreement shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

## 21. Choice of law and Jurisdiction

21.1 This Agreement shall be governed by and construed in accordance with Scots law and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

This Agreement Signed is signed for and on behalf of the parties as follows:

Signed for and on behalf of Clarus Networks

_____

Name

_____

Signature

_____

Position

_____

Date

Signed for and on behalf of the Customer:

_____

Name

_____

Signature

_____

Position

_____

Date

## SCHEDULE ONE - ORDER FOR EQUIPMENT

| **ORDER DETAILS** | |
|---|---|
| Customer Name | |
| Customer Address | |
| **EQUIPMENT** | |
| Equipment | Clarus Networks agrees to sell, deliver and install the following Equipment to the Customer:<br><br>•<br>•<br>•<br>•<br><br>and supply the operating software incorporated within the Equipment by the third-party supplier of the Equipment, subject to the standard operating licences applying as a condition for use of the Equipment. |
| Equipment Delivery Date | The anticipated delivery date for the Equipment is xxxx |
| Delivery Location | |
| Installation Location (if different to Delivery Location) | |
| Training | Clarus Networks will provide the following training to the Customer in the use of the Equipment:<br><br>*Basic system operation*<br>*System reset*<br>*System updates via smartphone app*<br><br>as determined by Clarus Networks. |
| Price for the Equipment | The price for the Equipment is £xxxx<br><br>The price excludes VAT. |

## SCHEDULE TWO – SERVICE LEVEL AGREEMENT

| Process | Service Hours | Available Contact Methods | Completion Time |
|---|---|---|---|
| Site Survey | Mon - Fri<br>8.30am – 5.00pm<br>excluding UK Bank Holidays | +44 330 1244 805<br>helpdesk@clarus-networks.com | Up to 20 Working Days from receipt of request |
| Desk Based Site Survey | Mon - Fri<br>8.30am – 5.00pm<br>excluding UK Bank Holidays | +44 330 1244 805<br>helpdesk@clarus-networks.com | Up to 5 days from receipt of request |
| Hardware Distribution | Mon - Fri<br>8.30am – 5.00pm<br>excluding UK Bank Holidays | +44 330 1244 805<br>helpdesk@clarus-networks.com | Up To 20 Working Days from receipt of request ** |
| Installation | Mon - Fri<br>8.30am – 5.00pm<br>excluding UK Bank Holidays | +44 330 1244 805<br>helpdesk@clarus-networks.com | Up to 30 Working Days from delivery of equipment to site ** |
| Field Engineer Call Out Covers equipment relocation, additional components and general support.<br><br>Prices available on request, dependent on location. | Mon - Fri<br>8.30am – 5.00pm<br>excluding UK Bank Holidays | +44 330 1244 805<br>helpdesk@clarus-networks.com | Up to 20 Working days from request received |
| Remote Management Service – see Schedule Three for details | See Schedule Three for details | +44 333 091 2379<br>helpdesk@clarus-networks.com | Response within 24 hours from receipt of request |

** Based on UK Stock Levels

## SCHEDULE THREE – REMOTE MANAGEMENT SERVICE PLANS

**Standard -** Standard Manufacturer's warranty as detailed in Clause 5.

**Essential – Remote Management**

- Email & Service Management Centre Support Only
- Remote Diagnostic
- Escalation to Vendor
- 8 x 5 (Business Hours – 8am – 5pm) Support
- Standard RMA Process

**Premier - Remote Management & Planned Preventative Maintenance**

- Email & Service Management Centre Support
- Remote Diagnostic
- Escalation to Vendor
- 8 x 5 (Business Hours – 8am – 5pm) Support
- Standard RMA Process
- Telephone Diagnostic Support
- One Annual routine maintenance visit by qualified engineer
- Diagnostic Report after maintenance visit

**Enterprise - Remote Management, PPM & Engineering Support**

- Email & Service Management Centre Support
- Remote Diagnostic
- Escalation to Vendor
- 24/7/365 Support
- Standard RMA Process
- Telephone Diagnostic Support
- One Annual routine maintenance visit by qualified engineer
- Diagnostic Report after maintenance visit
- Service Review
- 3 days onsite Engineer Support annually