

Terms and Conditions

TECHNODOCS LIMITED DATA SECURITY SERVICE TERMS AND CONDITIONS

1. Services.

Technodocs Ltd shall perform the services described in the Contract Termination Request (the "Services"). Technodocs Ltd shall provide the Services at the Collection Address specified in the Contract Termination Request ("CTR") or such other location as may be agreed between the parties. The Customer shall at its cost prepare the site and provide sufficient facilities to enable Technodocs Ltd to deliver the Services and/or collect the Equipment.

2. Customer Responsibilities.

- Customer undertakes to supply all access, assistance, documentation and other information necessary for Technodocs Ltd to provide the Services and/or collect the Equipment.
- The Customer is responsible for insurance and any damage to hired Equipment prior to collection by Ricoh.
- By ticking 'No Hire Agreement for Equipment' on the CTR form and signing the declaration the Customer is confirming they have legal title to the Equipment detailed in the CTR form and thereby transfers ownership of the Equipment to Technodocs Limited.
- The Customer warrants that the information provided in the CTR Form is accurate.
- By choosing not to receive the Services in respect of any Equipment and signing the CTR form, the Customer confirms that they are aware that any residual data on the relevant Equipment detailed in the CTR will not be beyond recovery.
- If having selected HDDREM Services, the Customer chooses to retain the hard drive removed from the Equipment, Customer acknowledges that it shall be responsible for the safety and security of the hard drive from the time it is handed to the Customer by Technodocs Limited's engineer.

3. Technodocs Ltd's Warranty.

Technodocs Ltd warrants that the Services shall be performed with reasonable care and skill in accordance with good industry practice.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SOW OR AS REQUIRED BY LAW, THE PRECEDING IS TECHNODOCS'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED TO CUSTOMER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM.

4. Technodocs Ltd's Liability.

4.1 Technodocs Ltd does not exclude or limit its liability (if any) for:

- (i) fraud;
- (ii) death or personal injury resulting from Technodocs Ltd or Technodocs Ltd employees' negligence; or
- (iii) any matter which cannot be excluded by or limited in law.

4.2 Except as set out in 4.1 above, Technodocs Ltd's liability arising out of any one event, whether in contract, tort (including but not limited to negligence) or otherwise, to Customer in respect of:

- (i) any and all loss of or damage to tangible property shall not exceed one million pounds sterling (£1,000,000), and
- (ii) any other loss or damage that is not excluded in clause 4.3, shall be limited to the Total Service Fee paid under the relevant CTR.

4.3 Except as set out in clause 4.1 above, Technodocs Ltd shall not be liable to Customer, whether in contract, tort (including but not limited to negligence) or otherwise for any of the following types of losses:

- (i) loss of profits;
- (ii) loss of revenue;
- (iii) loss of or depletion to goodwill;
- (iv) loss of use of or damage to data or software;
- (v) infection of or damage or interference caused to any computer operating systems or programmes (or part thereof);

(vi) loss or damage suffered by Customer as a result of an action brought against Customer by a third party; and/or
(vii) any special, indirect or consequential loss;

regardless of whether or not any such losses were foreseeable and/or Technodocs Ltd had been advised of the possibility of Customer incurring such losses.

4.4 Except as set out in clause 4.1 above, Technodocs Ltd shall not be responsible for any failure or delay in performing its obligations to the extent that such failures or delays are caused by any: (i) inaccuracies or omissions in (a) specifications; or (b) information supplied or not supplied by Customer; or (ii) acts or omissions of Customer or a third party (other than Technodocs Ltd's agents).

4.5 Technodocs Ltd has calculated the Charges and Additional Charges on the basis of the exclusions from and limitations of liability contained in this CTR. Customer expressly agrees these exclusions and limitations of liability are reasonable and are reflected in the Charges which would be higher without these provisions.

5. Intellectual Property.

Technodocs Ltd's pre-existing proprietary rights shall remain with Technodocs Ltd and nothing in the CTR serves to grant the Customer any rights in any intellectual property embodied in a solution developed by Technodocs Ltd on behalf of the Customer, including but not limited to (i) all patent, copyright, trade mark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the solution.

6. Force Majeure.

Technodocs Ltd may, without liability, delay performance or cancel this CTR on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, war, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure, or the unavailability of services, personnel, products or materials.

7. Confidentiality.

Neither party shall, without the previous written consent of the other, use, publish or disclose to any person, nor cause nor permit any of its servants, agents or sub-contractors to use, publish or disclose any Confidential Information which it has received from the other, otherwise than for the performance of its duties under the CTR, other than Confidential Information: (i) which becomes generally available in the public domain other than by its unauthorised disclosure by the receiving party; or (ii) which has or may come into the possession of one party otherwise than in breach of a duty of confidence to the other party; or (iii) which is already in the possession of a party with the right to disclose; or (iv) which is required to be disclosed by law.

8. Assignment & Subcontracting.

Customer shall not, without Technodocs Ltd's prior written consent, assign any benefit or obligation under the CTR to any other person in whole or in part. Technodocs Ltd may assign any benefit or obligation under the CTR in whole or in part or subcontract the performance of any of its obligations under the CTR. The subcontracting by Technodocs Ltd of any of its obligations under the CTR in whole or in part shall not relieve Technodocs Ltd of its responsibility for the performance of its obligations to Customer.

11. Termination.

Technodocs Ltd or the Customer may terminate the CTR with immediate effect on written notice if the other party is in material breach of any term of the CTR provided that it has notified the other party in writing of the breach and given the other party not less than thirty (30) days in which to correct the breach.

12. General.

This CTR sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the supply of Services. Any purchase order issued by the Customer shall be for its administrative purposes only and none of its terms and conditions shall be of any force or effect against Technodocs Ltd. This CTR may not be modified or amended except by the mutual written agreement of the parties. The waiver of a breach or default by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail 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. This CTR shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Court.