Terms and Conditions

STANDARD TERMS AND CONDITIONS OF SALE BETWEEN TAREMTEC LTD AND ITS CUSTOMERS PURCHASING SOLARIS CAREWARE

Definitions

"**Contract**"the contract between Taremtec Ltd and the Customer for the supply of Goods and/or Services in accordance with these Conditions, and the Data Processing Agreement.

"**Controller**", "**processor**", "**personal data**" and "**processing**" as defined in the UK Data Protection Legislation.

"**Customer**" the company or organisation who purchases the Goods/ or Services

"**Data Processing Agreement**" means the agreement between Taremtec Ltd and the Customer which governs the processing of personal data by Taremtec Ltd on behalf of the Customer.

"**Force Majeure Event**" means a delay or failure resulting from events, circumstances, or causes beyond Taremtec Ltd's reasonable control.

"**Goods/ or Services**" Solaris Careware

"**Intellectual Property Rights**" patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and 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 rights to claim priority from, such rights 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.

"**Licensed Software**" the Software Package is Solaris Careware and all subsequent amendments and updates to, or new versions of, such Software Packages as may be provided under this agreement.

"**Software Packages**" the software programs proprietary to Taremtec Ltd which in this case is Solaris Careware

"**Taremtec Ltd**" a company registered in England (whose company number is 08597223 and whose registered address is at Unit 20 Brockley Cross Business Centre, SE4 2PD London.

"**Taremtec's Documentation**" means the information relating to the Goods and Services given by Taremtec to the Customer along with the price list following a demonstration of the Goods and Services by Taremtec Ltd.

"**UK Data Protection Legislation**" all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1. Basis of contract

1.1 The Contract shall come into existence ("Commencement Date") on the date the customer starts uploading or instruct Taremtec to start uploading their data on to the Solaris Careware.

1.2 Any samples, drawings, descriptive matter or advertising issued by Taremtec and any descriptions illustrations or descriptions of the Goods or Services contained in Taremtec's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. Supply of Goods and Services

2.1 Taremtec Ltd reserves the right to amend the Software Packages if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will materially affect the nature or quality of the Goods and Services Taremtec Ltd shall notify the Customer in any such event.

3. Support Services

3.1Taremtec Ltd shall ensure that support is available by telephone and e-mail during 9am – 5pm to provide assistance to the Customer in respect of remedying any technical problems encountered when using the Software Packages and providing advice on the use of the Software Packages.

3.2 The email address to send all queries to is solaris@taremtec.com and a member of the support team will respond to all issues raised. Customers will get a response to email enquiries within 2 hours. Regular updates will be provided to the customer for queries not resolved withing 24 hours of being raised.

4. Charges and payment

4.1 The Price of the Goods and Services shall be the price set out in Taremtec's published price list as at the date of the Contract. Taremtec Ltd shall submit its invoice for the payment (as set out in Taremtec's published price list) and the Customer shall pay each invoice submitted by Taremtec Ltd within 14 days of the date of the invoice. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

4.2 The price charged is based on the number of children activated on the system. There is also a separate one-off onboarding and set up fee (as set out in Taremtec's published price list) that would be payable by the customer after training and set up has been completed.

4.3 If the Customer fails to make a payment due to Taremtec under the Contract by the due date, then:

(a) the Services will be disconnected; and

(b) without limiting Taremtec's remedies under clause 12 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. All amounts due under the Contract 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).

5. Intellectual property rights and licence

5.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Taremtec Ltd. Taremtec Ltd grants to the Customer, or shall procure the direct grant to the Customer of, a licence during the term of the Contract to use the Licensed Software on the Computer Hardware for the purpose of receiving and using the Services in its business.

5.2 The Customer has no right to make, or authorise the making of, any other copies of the Licensed Software.

5.3 The Customer shall not sub-license, rent, lend, assign or transfer in any other way this agreement or the Licensed Software to any person without the prior written consent of Taremtec Ltd; and give access to the Licensed Software through any network of computers to users who are not employees or agents of the Customer. The Customer may not make adaptations or variations of the Licensed Software and shall not disassemble, decompile,

reverse translate or in any other manner decode the Licensed Software, except as permitted by law.

6. Data Protection

6.1 Both parties will comply with all applicable requirements of the UK Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the UK Data Protection Legislation.

6.2 The parties acknowledge that for the purposes of the UK Data Protection Legislation, the Customer is the controller and Taremtec Ltd is the processor. In accepting these Conditions, the Customer also accepts the terms set out in Taremtec Ltd.'s Data Processing Agreement which shall govern the processing of personal data by Taremtec Ltd on behalf of the Customer.

6.3 The Customer shall consider whether a Data Protection Impact Assessment ("DPIA") is required prior to the processing of personal data. Where the Customer carries out a DPIA, Taremtec Ltd shall assist the Customer in carrying out a DPIA

7. Limitation of liability

7.1 Taremtec Ltd's total liability to the Customer shall not exceed the total monthly amount paid for the Goods and Services. Taremtec Ltd's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract and Taremtec Ltd shall not be liable for loss of profits; loss of sales or business; loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill; indirect or consequential loss.

7.2 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this agreement.

8. Termination and consequences of termination

8.1 The Contract shall continue in force on a monthly rolling contract. Either parties can terminate by giving 30 days' notice

8.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if: the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so; the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the

court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; 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; or the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy

8.3 Without affecting any other right or remedy available to it, Taremtec Ltd may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract: the Customer shall immediately pay to Taremtec Ltd all of Taremtec Ltd's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Taremtec Ltd shall submit an invoice, which shall be payable by the Customer immediately on receipt.

8.5 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

9. General

9.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No variation of the Contract shall be effective unless it is in writing.

9.2 Taremtec reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. It is the Customer's responsibility to check the Terms and Conditions on Taremtec Ltd.'s website periodically for changes. The Customer's continued use of the Goods and Services following the posting of changes will mean acceptance and agreement to the changes.

9.3 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. The parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

9.4 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any

dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.