

Compete366 – Terms of Business

- 1. Parties.** These terms, together with the Order Documents, govern the purchase of products and services from Compete366 Limited, Heathmans House, 19 Heathmans Road, London, SW6 4TJ (“**Compete366**”) by the party named within such Order Documents (“**Customer**”).
- 2. Order Documents.** “**Order Documents**” means a purchase order provided by Customer and accepted by Compete366. Order Documents may also include documents which the parties identify as incorporated into that purchase order either by attachment or reference. As applicable, Order Documents can include product lists, hardware or software specifications, service descriptions, warranty information and statements of work (SOWs).
- 3. Placing an Order.** Any purchase order placed on Compete366 by Customer shall be subject to these terms, so an accepted purchase order together with the Order Documents and these terms constitute the contract between Compete366 and Customer for the products or services to which they relate “**Contract**”.
- 4. Prices and Taxes.** Prices will be as quoted in writing by Compete366 and are exclusive of all taxes, duties, and fees (including installation, shipping, and handling) unless otherwise stated. Compete366 will charge separately for reasonable expenses, for example travel and subsistence costs incurred in providing professional services.
- 5. Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of Compete366’s invoice date. Interest will be charged at the statutory rate of 5% above the Bank of England base rate. Compete366 may suspend or cancel performance of Contracts if Customer fails to make payments when due.
- 6. Title.** Risk of loss of, or damage to hardware products will pass upon delivery to Customer. Unless otherwise stated in a Contract, Compete366 retains full title to all products until full payment is received.
- 7. Performance & Acceptance.** Timescales for delivery of products and services are estimates, although Compete366 will use all reasonable efforts to provide products and services in a timely manner. Acceptance principles shall be as described in the relevant Contract.
- 8. Dependencies.** Compete366’s ability to deliver products and services will depend on Customer’s reasonable and timely co-operation and the accuracy and completeness of any information from Customer needed to enable Compete366 to deliver the products and services. Customer agrees to ensure that its site and infrastructure will be prepared and made ready to receive the products and services as described in the relevant Contract. Compete366 reserves the right to charge on a time and materials basis for any additional work required as a result of Customer failure to meet any of its obligations.
- 9. Managing Performance & Change.** Each party will appoint a project representative to serve as the principal point of contact in managing the delivery of products and services, and in dealing with issues that may arise. Requests to change the scope of products or services will be documented and signed by both parties as an amendment to the relevant Contract.
- 10. Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under any Contract. Customer grants Compete366 a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Compete366, its employees and agents to perform and deliver products and services. If documentary deliverables (for example reports, specifications, system design documents) are created by Compete366 specifically for Customer and identified as such in Order Documents, Compete366 hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

11. Confidentiality. Information exchanged between the parties will be treated as confidential if identified as such at disclosure or if the nature of the information (or circumstances of disclosure) would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under a Contract, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorised use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law.

12. Limitation of Liability. Compete366's liability to Customer under each Contract is limited to the amount paid and payable by Customer to Compete366 for products and services provided under the relevant Contract. Neither Customer nor Compete366 will be liable for: a) lost revenues or profits, downtime costs, loss or damage to data (in each case whether arising directly or indirectly); and b) indirect, special or consequential costs or damages. This provision does not limit either party's liability for death or personal injury caused by their negligence, for fraud, for wilful repudiation of a Contract, or any liability which may not be excluded or limited by law.

13. Disputes. If Customer is dissatisfied with any products or services purchased under these terms and disagrees with Compete366's proposed resolution, the parties will use all reasonable efforts to reach an amicable resolution without prejudice to the right to later seek a legal remedy.

14. Matters Beyond Control of either Party (Force Majeure). Neither party will be liable for delays or non-performance arising due to causes beyond its reasonable control, except for payment obligations.

15. Termination. Either party may terminate the relevant Contract on written notice if the other fails to meet a material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate Contracts and cancel any unfulfilled obligations. Any terms in a Contract which by their nature extend beyond termination or expiration of such Contract will remain in effect until fulfilled.

16. General. Each Contract represents the entire understanding with respect to its subject matter and supersedes any previous communication or contracts that may exist. Each Contract will be governed by the laws of England and Wales, and subject to the jurisdiction of the courts of England and Wales.