

TERMS AND CONDITIONS - PURCHASE OF HARDWARE AND SUBSCRIPTION (1st June 2023 Version)

FourJaw has developed a system to collect, store, analyse and present data from machines to improve management of manufacturing processes. FourJaw makes this system available to customers on a subscription basis. The Customer (whose details are contained in the Quotation and confirmed in the Invoice) wishes to purchase a Subscription and Hardware. Subject to FourJaw confirming it accepts the Customer's order, FourJaw will provide the Subscription and any required Hardware to the Customer subject to these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms:

"Additional Features" means any additional features which the Customer opts to purchase from FourJaw during the Subscription Term.

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in England;

"Business Hours" means between 8am to 6pm on a Business Day;

"Charges" means the charges payable by the Customer to FourJaw as set out in the relevant Quotation and confirmed in the associated Invoice or as otherwise agreed between the parties in writing;

"Confidential Information" means information that is either clearly labelled as confidential, is manifestly of a confidential nature or would appear to a reasonable person to be confidential;

"Controller", "processor", "data subject", "personal data", "personal data breach", "processing" and "appropriate technical and organisational measures" shall each have the meaning given to them in the Data Protection Act 2018;

"Customer" the customer whose name is detailed in the Quotation and confirmed in the associated Invoice, which is entering into a contract with FourJaw for the purchase of a Subscription and Hardware.

"Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"Contract Start Date" means the date set out in clause 2.2;

"Errors" means any failure of the Platform to perform the functions confirmed in writing by FourJaw;

"Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation (a) acts of God, flood, drought, earthquake or other natural disasters; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; and (h) interruption or failure of utility service;

"FourJaw" means FourJaw Manufacturing Analytics Limited, company registration number 12865558, whose registered address is at The Curve, Oxo House, 4 Joiner Street, Sheffield, S3 8GW.

"Hardware" means the hardware as set out in the relevant Quotation and confirmed in the associated Invoice which is purchased by the Customer;

"Initial Term" means the period commencing on the Subscription Start Date and ending after the period set out in the Invoice;

"Insolvency Event" means, where (i) a party becomes insolvent or unable to pay its debts as and when they become due, or (ii) an order is made or a resolution is passed for the winding up of a party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or (iii) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of a party's assets or business, or (iv) a party

make(s) any composition with its creditors, or (v) a party cease(s) to continue its business, or (vi) as a result of debt or maladministration a party take(s) or suffers any similar or analogous action in any jurisdiction;

"Intellectual Property Rights" means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case whether registered or not, including any applications to protect or register such rights, including all renewals and extensions of such rights or applications, whether vested, contingent or future; and wherever existing;

"Invoice" the invoice sent by FourJaw to the Customer, detailing the specifics of the Customer's order and confirming that the Customer's order has been accepted by FourJaw.

"Location" means the location for delivery of the Hardware, as set out in the relevant Quotation and confirmed in the associated Invoice;

"Maintenance and Support Services" means the maintenance and support services supplied pursuant to the Subscription, comprising the general maintenance of the Platform and the application of Updates and the provision of technical support services in order to resolve Errors (which shall be provided pursuant to clause 5 and the Service Level Agreement);

"Platform" means the software system proprietary to FourJaw which facilitates the collection, storage, analysis and presentation of machine tool data, including any Updates;

"Platform Generated Data" means all data (in any form) that is generated by FourJaw following its analysis of the raw data produced by a machine on which the Hardware is installed, which is made available to the Customer through the Customer's dashboard as part of the Customer's Subscription;

"Quotation" means a quotation provided by FourJaw to the Customer where the Customer wishes to make any purchases from FourJaw (whether for the Hardware, Additional Features, additional Subscriptions or otherwise);

"Service Level Agreement" the service level agreement set out in the Schedule to these Terms.

"Services" means the services comprising access to the Platform, Platform Generated Data, the Maintenance and Support Services any Additional Features the Customer adds to its Subscription from time to time, and any other service provided by FourJaw to the Customer under these Terms;

"Subscription" means a subscription granted to the Customer by FourJaw to use the Services.

"Subscription Start Date" means the date on which the Customer's Subscription commences as specified in the relevant Invoice;

"Subscription Term" means for annual Subscriptions means, the Initial Term and any Renewal Term(s), and for monthly rolling Subscriptions, means the duration of the Subscription;

"Subscription Year" means, for annual Subscriptions, each year of the Subscription Term commencing on the Subscription Start Date;

"Terms" means these terms and conditions;

"UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK-GDPR and the Data Protection Act 2018;

"Update" means a hotfix, patch or minor version update to the Platform;

"VAT" means United Kingdom value-added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

1.2 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision.

2. CONTRACT FORMATION PROCESS

- 2.1 In order to purchase a Subscription and/or Hardware, the Customer shall contact FourJaw who will create a Quotation for the Customer based on the Customer's requirements and/or place an order for the relevant Subscription package and/or Hardware through FourJaw's website at www.FourJaw.com. The Customer will be required to agree to be bound by these Terms as part of the order process. The Customer is advised to read through these Terms, and print a copy of these Terms for its records, prior to confirming its order. If the Customer has any questions regarding these Terms it should contact FourJaw on support@fourjaw.com.
- 2.2 FourJaw shall provide the Customer with a Quotation based on the Customer's requirements. If the Customer is happy to proceed with its order based on the Quotation, it can follow the links within the Quotation and place an order. When the Customer places its order, FourJaw will send the Customer an email to acknowledge receipt of its order. If FourJaw accepts the Customer's order, it shall send the Customer an email containing an Invoice, and such Invoice shall detail the specifics of the Customer's order including details of the Subscription Start Date. The date FourJaw sends the Invoice to the Customer is the date when a binding contract governed by these Terms comes into force between the Customer and FourJaw, and shall be the "**Contract Start Date**" for the purposes of these Terms.

3. SUBSCRIPTION

- 3.1 Subject always to the Customer paying the Charges for the Subscription, with effect from the Subscription Start Date FourJaw grants to the Customer a non-exclusive, non-sublicensable, non-transferrable licence to use the Services (and selected Updates) for the internal business purposes of the Customer during the Subscription Term. The subscription is exclusive to the Customer and does not extend to any subsidiaries, holding companies, parent companies or other affiliates of the Customer unless this is expressly agreed in writing with FourJaw.
- 3.2 The Customer shall not knowingly access, store, distribute or transmit any viruses, or any material during the Subscription Term that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property.
- 3.3 The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:
- 3.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform (as applicable) in any form or media or by any means; or
 - 3.3.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - 3.3.3 access all or any part of the Services / Platform in order to build a product or service which competes with the Services/Platform; or
 - 3.3.4 use the Services / Platform to provide services to third parties; or
 - 3.3.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services / Platform available to any third party; or
 - 3.3.6 attempt to obtain, or assist third parties in obtaining, access to the Services / Platform other than as provided under these Terms.
- 3.4 The Customer shall ensure that the number of machines which it uses to access and use the Platform does not exceed the number of Subscriptions it has purchased, as set out in the relevant Quotation and associated Invoice. Additional Subscriptions can be purchased to use on further machines pursuant to clauses 3.7 to 3.8.
- 3.5 The Customer is not entitled to move the Hardware and install it on another machine, in order to access the Services / Platform on another machine, without the prior written consent of FourJaw.

- 3.6 The Customer shall prevent any unauthorised access to, or use of, the Services/Platform and, in the event of any such unauthorised access or use, shall promptly notify FourJaw.

Additional Subscriptions

- 3.7 If the Customer wishes to increase the number of Subscriptions it has, the Customer shall notify FourJaw and FourJaw will prepare a Quotation based on the Customer's requirements. If the Customer is happy to proceed with its order for additional Subscriptions based on such Quotation, it can follow the links within the Quotation and place the order. After the Customer places its order and pays the relevant charges for such additional Subscriptions, FourJaw will send the Customer an email to acknowledge receipt of its order. If FourJaw accepts the Customer's order, it shall send the Customer an email containing an Invoice which shall detail the specifics of the Customer's order for additional Subscriptions. If additional Subscriptions are added by the Customer part way through a Subscription Term, such charges shall be pro-rated from the date of activation by FourJaw for the remainder of the Subscription Year (where applicable).
- 3.8 If the Customer wishes to decrease the number of Subscriptions it has, it should contact FourJaw at support@fourjaw.com.

Additional Features

- 3.9 If the Customer wishes to purchase Additional Features, it can do so by visiting www.fourjaw.com or emailing FourJaw at support@fourjaw.com. FourJaw will prepare a Quotation based on the Customer's requirements. If the Customer is happy to proceed with its order for Additional Features based on such Quotation, it can follow the links within the Quotation and place the order. After the Customer places its order and pays the relevant charges for the Additional Features, FourJaw will send the Customer an email to acknowledge receipt of its order. If FourJaw accepts the Customer's order, it shall send the Customer an email containing an Invoice which shall detail the specifics of the Customer's order for Additional Features. If Additional Features are purchased part way through a Subscription Year, then the charges payable for the Additional Features shall be pro-rated for the remainder of the Subscription Year.

4. SERVICES

FourJaw shall, during the Subscription Term, provide the Services to the Customer on and subject to these Terms. FourJaw will perform the Services to the Customer in accordance with the terms of these Terms.

5. MAINTENANCE AND SUPPORT SERVICES

- 5.1 FourJaw shall provide the Maintenance and Support Services during Business Hours in accordance with the Service Level Agreement.
- 5.2 The Customer acknowledges that FourJaw shall be entitled to modify the features and functionality of the Platform by means of an Update. FourJaw shall use reasonable endeavours to ensure that such Updates do not adversely affect the use of the Platform by the Customer. Updates shall be provided as part of the Maintenance and Support Services.
- 5.3 If FourJaw receive repeated requests for technical support from the Customer in respect of the same issue, FourJaw may recommend that training is provided in respect of such issue. If the Customer fails to follow FourJaw's recommendation, FourJaw may withhold providing technical support in respect of such repeat issue, or, at its option, charge the Customer for any support supplied in respect of the issue at FourJaw's daily rates then in force. FourJaw shall discuss and agree this with the Customer in advance.
- 5.4 FourJaw shall not provide technical support:
- 5.4.1 if the Customer has modified or customised the Platform and/or used the Services in breach of the licence terms contained in clause 3.3;

- 5.4.2 for any software other than the Platform or any programs used in conjunction with the Platform;
 - 5.4.3 unauthorised use of the Platform or operator error;
 - 5.4.4 in respect of any data which has become lost or corrupted either as a result of a process not working correctly (where such process was previously working correctly and the failure of such process is not due to a fault on FourJaw's part) and/or a third party who is not operating under FourJaw's control has caused (directly or indirectly) such loss or corruption of data; and/or
 - 5.4.5 faults, incompatible IT configurations or capacity issues which are due to the equipment on which the Platform operates.
- 5.5 If an issue is excluded from technical support (as detailed in clause 5.5) FourJaw shall notify the Customer as soon as it becomes aware of this. FourJaw may agree to provide Support Services for such issue, but the Customer acknowledges that this may be subject to an additional charge, which FourJaw shall agree with the Customer in advance.
- 5.6 FourJaw shall endeavour to provide Maintenance and Support Services remotely. If an Error requires an on-site visit, or if the Customer would like FourJaw to attend its site in order to resolve an Error, this may be subject to an additional charge. FourJaw shall discuss this with the Customer and agree any such charge with the Customer before any on-site visit takes place.

6. PROVISION OF HARDWARE

- 6.1 FourJaw shall supply, and the Customer shall purchase the Hardware for the Charges set out in the relevant Quotation and in accordance with these Terms.
- 6.2 FourJaw shall deliver the Hardware to the delivery location specified in the Invoice ("**Location**") as soon as reasonably practicable after sending the Invoice and receiving the information required from the Customer in order to prepare the Hardware and complete delivery. The delivery costs for the Hardware shall be as set out in the relevant Quotation and associated Invoice.
- 6.3 The Customer shall be responsible for the Hardware from the date of delivery of the Hardware to the Location. The Hardware shall be supplied with protective casings, which FourJaw recommends are applied to the Hardware by the Customer, in accordance with the written instructions provided by FourJaw, prior to the Hardware being installed. The Customer shall own the Hardware from the date the Hardware is paid for in full or the date of delivery, whichever occurs later.
- 6.4 The Customer will use the Hardware only for the purpose of receiving the Services unless expressly agreed otherwise in writing with FourJaw.
- 6.5 The Customer will only be entitled to use the Hardware on the machine in respect of which it was initially installed, unless FourJaw has given consent for such Hardware to be moved to another machine. The Customer shall ensure the Hardware is installed by an appropriately qualified professional in accordance with the written instructions supplied by FourJaw. The Customer will not supply the Hardware to any other person or commercial or non-commercial entity or allow it to be removed from the Location unless it first obtains FourJaw's written consent.
- 6.6 FourJaw confirms that on delivery and for a period of three (3) months from the date of delivery (the warranty period), the Hardware shall:
- 6.6.1 conform in all material respects with their description on FourJaw's website;
 - 6.6.2 be free from material defects in design, material and workmanship; and
 - 6.6.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

- 6.7 Subject to clause 6.8, if:
- 6.7.1 the Customer gives FourJaw notice in writing during the warranty period within a reasonable time of discovery that the Hardware does not comply with the clause 6.6;
 - 6.7.2 FourJaw is given a reasonable opportunity of examining such Hardware; and
 - 6.7.3 the Customer returns such Hardware to FourJaw at FourJaw's cost,

FourJaw shall, at its option, repair or replace the defective Hardware.

- 6.8 FourJaw will not be liable for any defect in the Hardware unless the Customer can evidence that the failure was due to the Hardware not meeting the quality standards in clause 6.7. In addition to the foregoing FourJaw shall not be liable for defective Hardware where failure to comply with clause 6.6:

- 6.8.1 the Customer makes any further use of such Hardware after giving a notice in accordance with clause 6.6.1;
- 6.8.2 the defect arises because the Customer failed to follow FourJaw's instructions as to the storage, installation, commissioning, use or maintenance of the Hardware (including, but not limited to, failing to apply the protective casings to the Hardware) or (if there are none) good trade practice;
- 6.8.3 the Customer alters or repairs the Hardware without FourJaw's written consent;
- 6.8.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

- 6.9 Except as provided in this clause 6, FourJaw shall have no liability to the Customer in respect of the Hardware's failure to comply with clause 6.6.

- 6.10 These Terms shall apply to any repaired or replaced Hardware supplied by FourJaw under clause 6.9.

7. CHARGES

- 7.1 The Charges and any other fees expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the order process and confirmed in the Invoice.
- 7.2 The currency of these Terms is pounds sterling and all amounts due under these Terms shall be invoiced in pounds sterling, unless otherwise agreed in writing.
- 7.3 FourJaw shall invoice the Customer at the frequency specified by the Customer in the order process, as confirmed in the associated Invoice.
- 7.4 Subject to FourJaw's compliance with clause 7.3, undisputed invoices shall be paid by the Customer within thirty (30) calendar days of the Customer's receipt of the relevant invoice.
- 7.5 The Charges are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.
- 7.6 FourJaw shall have the right to charge interest on overdue invoices at the rate of 2% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property Rights in and to the Services and Platform (including any source code) belong to and shall remain vested in FourJaw or the relevant third-party owner.
- 8.2 All Intellectual Property Rights in and to the Platform Generated Data belongs to and shall remain vested in FourJaw.

- 8.3 FourJaw may use any feedback and suggestions for improvement relating to the Services/Platform provided by the Customer without charge or limitation ("**Feedback**"). The Customer hereby assigns (or shall or procure the assignment) of all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to FourJaw at the time such Feedback is first provided to FourJaw.
- 8.4 Except for the rights expressly granted in these Terms, the Customer shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (including (without limitation) the Platform Generated Data and/or the Platform and no Intellectual Property Rights of either party are transferred or licensed as a result of these Terms.
- 8.5 This clause 8 shall survive the termination or expiry of these Terms.

9. DATA

- 9.1 The Customer shall own all right, title and interest in and to any personal data which is processed by FourJaw in connection with this contract, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such personal data.
- 9.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 9.3 To the extent that FourJaw processes any of the Customer's personal data within the Platform, both parties acknowledge that:
- 9.3.1 the Customer is the controller and FourJaw are the processor of such Customer Personal Data for the purposes of the Data Protection Legislation.
 - 9.3.2 the Customer's personal data may be transferred or stored outside the UK and EEA or the country where the Customer is located in order for FourJaw to perform its obligations under these Terms.
- 9.4 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer's personal data to FourJaw for the duration and purposes of these Terms.
- 9.5 Without prejudice to the generality of clause 9.1 FourJaw shall, in relation to any Customer personal data processed by it:
- 9.5.1 process that personal data only on the Customer's written instructions unless FourJaw are required by laws of any member of the European Union and/or Domestic UK Law to process such personal data (**Applicable Laws**). If Applicable Laws require FourJaw to process such personal data, FourJaw shall tell the Customer before such processing unless those Applicable Laws prohibit FourJaw from doing so;
 - 9.5.2 not transfer any of the Customer's personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - (a) FourJaw have provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies; and
 - (c) FourJaw comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer personal data that is transferred.

- 9.5.3 assist the Customer, at the Customer's cost, in responding to any request from a data subject to enable the Customer to comply with its Data Protection Legislation obligations with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 9.5.4 promptly notify the Customer if FourJaw become aware of a personal data breach affecting the Customer's personal data;
 - 9.5.5 at the Customer's written request, delete or return the Customer's personal data on termination of these Terms unless required by Applicable Law to store the personal data; and
 - 9.5.6 maintain records and information to demonstrate its compliance with this clause 9 and promptly tell the Customer if, in FourJaw's opinion, the Customer's instructions infringe Data Protection Legislation.
- 9.6 Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage, having regard to the state of technological development and the cost of implementing any such measures.
- 9.7 The Customer gives FourJaw consent to appoint third-party processors of personal data under these Terms. A list of such third party processors is available on request. FourJaw confirms that it has entered or (as the case may be) will enter into a written agreement with third-party processors incorporating terms which are substantially similar to those set out in this clause 9.
- 9.8 FourJaw shall own all right, title and interest in and to the Platform Generated Data. FourJaw grants the Customer a non-exclusive, royalty free licence to access the Platform Generated Data through the Customer's designated dashboard during the Subscription Term.
- 9.9 FourJaw confirms that the Platform Generated Data is aggregated data and at no time will personal data be used in the Platform Generated Data. FourJaw reserve the right to use the Platform Generated Data for any purpose it sees fit.

10. LIMITATION OF LIABILITY

- 10.1 Except as expressly and specifically provided in this agreement:
- 10.1.1 the Customer assumes sole responsibility for results obtained from the use of the Platform and Platform Generated Data by the Customer, and for conclusions drawn from such use. FourJaw shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to FourJaw by the Customer, or any actions taken by FourJaw at the Customer's direction;
 - 10.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.
- 10.2 Nothing in this agreement excludes the liability of FourJaw:
- 10.2.1 for death or personal injury caused by FourJaw's negligence; or
 - 10.2.2 for fraud or fraudulent misrepresentation.
- 10.3 Subject to clause 10.1 and clause 10.2:

- 10.3.1 FourJaw shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- 10.3.2 FourJaw's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Charges paid by the Customer during the 12 months immediately preceding the date on which the claim arose.

10.4 FourJaw does not guarantee that:

- 10.4.1 use of the Services and/or use of and access to the Platform will be error-free or uninterrupted;
- 10.4.2 the Services/Platform will operate in combination with the Customer's content or applications, or with any other software, hardware, systems, or data; or
- 10.4.3 the Services/Platform, including any products, information or other material that the Customer obtains under or in connection with these Terms, will meet the Customer's requirements or expectations. The Customer acknowledges that in limited instances the types of machinery being analysed might prevent FourJaw's software from obtaining meaningful information in relation to such machine. FourJaw accepts no liability in such instances. In any such circumstances the Customer is invited to contact FourJaw to discuss its options.

- 10.5 FourJaw makes no warranty, representation, guarantee or undertaking regarding network security, the encryption employed by the Services and the Platform, the integrity of any data that is sent, backed up or stored, or that FourJaw's security procedures will prevent the loss or alteration of or improper access to the Customer's Data.

11. CUSTOMER'S RESPONSIBILITIES

11.1 The Customer shall:

- 11.1.1 at all times comply with all applicable laws relating to the use or receipt of the Services, the Hardware and/or access to the Platform;
- 11.1.2 provide FourJaw with all necessary co-operation in relation to these Terms and access to such information as may be reasonably required by FourJaw in order to provide the Services / Platform, including but not limited to security access information and configuration services;
- 11.1.3 carry out all other Customer responsibilities set out in these Terms in a timely and efficient manner;
- 11.1.4 use the Services/Platform in accordance with the terms of these Terms;
- 11.1.5 ensure that its network and systems comply with the relevant specifications provided by FourJaw from time to time; and
- 11.1.6 be, to the extent permitted by applicable law and except as otherwise expressly provided in these Terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to FourJaw's on-site servers (or those used by FourJaw), and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

- 11.2 Notwithstanding anything that the Customer may note or state in connection with providing Feedback all Feedback provided by the Customer will not be considered confidential information and will be received and treated by FourJaw on a non-confidential and unrestricted basis. The Customer agrees that FourJaw or its licensors retain all ownership and intellectual property rights (including all derivatives or improvements thereof) in and to any Feedback provided by the Customer or any other party, and acknowledge that FourJaw may use the Feedback

for any purpose, including but not limited to incorporation or implementation of such Feedback into a Supplier product or service, and to display, market, sublicense and distribute such Feedback as incorporated or embedded in any product or service distributed or offered by FourJaw.

12. CONFIDENTIAL INFORMATION

- 12.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other party, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under these Terms.
- 12.2 Each party undertakes to disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under these Terms and:
 - 12.2.1 shall procure that such persons are made aware of and agree in writing to observe the obligations in this clause 12; and
 - 12.2.2 shall be responsible for the acts and omissions of such third parties as if they were that party's own acts or omissions.
- 12.3 The provisions of this clause 12 shall not apply to information which:
 - 12.3.1 is or comes into the public domain through no fault of the receiving party, its officers, employees, agents or contractors;
 - 12.3.2 is lawfully received by the receiving party from a third party free of any obligation of confidence at the time of its disclosure;
 - 12.3.3 is independently developed by the receiving party, without access to or use of the disclosing party's Confidential Information; or
 - 12.3.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the receiving party, where possible, notifies the disclosing party at the earliest opportunity before making any disclosure.
- 12.4 This clause 12 shall survive the termination or expiry of these Terms for a period of five (5) years.

13. SUSPENSION

- 13.1 FourJaw may suspend access to the Services and access to the Platform and Platform Generated Data if:
 - 13.1.1 FourJaw suspects that there has been any misuse of the Services/Platform or breach of these Terms; or
 - 13.1.2 the Customer fails to pay any sums due to FourJaw by the due date for payment.
- 13.2 Where the reason for the suspension is suspected misuse of the Services/Platform or breach of these Terms, without prejudice to its rights under clause 14, FourJaw will take steps to investigate the issue and may restore or continue to suspend access at its discretion.
- 13.3 In relation to suspensions under clause 13.1.2, access to the Services/Platform will be restored promptly after FourJaw receives payment in full and cleared funds.
- 13.4 Charges shall remain payable during any period of suspension invoked by FourJaw notwithstanding that the Customer may not have access to the Services/Platform.

14. TERM AND TERMINATION

- 14.1 The contract between FourJaw and the Customer shall commence on the Contract Start Date and:
 - 14.1.1 where the contract is a monthly rolling contract shall continue until either party gives 30 days' notice to end the contract; or

14.1.2 where the contract is an annual contract, shall continue for the Initial Term and, thereafter, the contract shall automatically renew for the periods specified in the Invoice (each a **Renewal Term**) until either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Term or any Renewal Term, in which case this contract between the Customer and FourJaw shall terminate upon the expiry of the applicable Initial Term or Renewal Term,

unless in both instances the contract is

otherwise terminated in accordance with these Terms;

14.2 Either party may terminate this contract between FourJaw and the Customer immediately at any time by giving notice in writing to the other party if:

- 14.2.1 the other party commits a material breach of these Terms and such breach is not remediable;
- 14.2.2 the other party commits a material breach of these Terms which, if remediable, is not remedied within thirty (30) days of receiving written notice of such breach;
- 14.2.3 the other party is subject to an Insolvency Event; or
- 14.2.4 any Force Majeure Event prevents the other party from performing its obligations under these Terms for any continuous period of thirty (30) days.

15. CONSEQUENCES OF TERMINATION

15.1 Immediately on termination or expiry of the contract between FourJaw and the Customer (for any reason):

- 15.1.1 the Customer shall pay all outstanding amounts owed by it to FourJaw under or in connection with the contract between them;
- 15.1.2 the Customer's Subscription and all rights to use the Services and the Platform shall end and the Customer shall stop using the Services and the Platform; and
- 15.1.3 each party shall destroy and delete any copies of the other party's Confidential Information in its possession or control (or in the possession or control of any person acting on its behalf).

15.2 Termination or expiry of the contract between the Customer and FourJaw shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of these Terms that is expressly or by implication intended to continue beyond termination.

16. FORCE MAJEURE

16.1 Provided that it has complied with clause 16.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under these Terms by a Force Majeure Event (the "**Affected Party**"), the Affected Party shall not be in breach of these Terms or otherwise liable for any such failure or delay in the performance of such obligations.

16.2 The Affected Party shall:

- 16.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of such Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of such Force Majeure Event on its ability to perform any of its obligations under these Terms; and
- 16.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17. BRIBERY AND PREVENTION OF CORRUPTION

17.1 The parties shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption (including the Bribery Act 2010 and Modern Slavery Act 2015). Non-compliance or suspected non-compliance shall constitute a material breach of these Terms and the contract between the Customer and FourJaw may be terminated by the non-breaching party with immediate effect without prejudice to any other rights the non-breaching party may possess.

18. MONITORING COMPLIANCE

18.1 The Customer shall allow and procure for FourJaw (and any representatives of FourJaw) access to its premises to inspect use of the Services and/or Platform; and audit (and take copies of) the relevant records of the Customer, in each case to the extent necessary to verify that the Customer is in compliance with its obligations under these Terms.

18.2 Should FourJaw identify any non-compliance by the Customer with the Customer's obligations under these Terms, the Customer shall pay any relevant costs to FourJaw on FourJaw's standard pricing terms.

18.3 Unless otherwise agreed in writing, the inspection and audit referred to in clause 18.1 shall be undertaken:

18.3.1 during the Customer's normal Business Hours on Business Days;

18.3.2 subject to the provision by FourJaw of a minimum of five (5) Business Days' notice; and

18.3.3 not more than once in any calendar year, unless required by applicable law.

18.4 FourJaw may monitor, collect, store and use information on the use and performance of the Services and Platform to detect threats or errors to the Services/ Platform and/or FourJaw's operations and for the purposes of the further development and improvement of FourJaw's services, provided that such activities at all times comply with applicable laws.

18.5 This clause 18 shall survive termination or expiry of these Terms.

19. NOTICES

19.1 Any notice given by a party under these Terms shall be in writing and in English and sent to the relevant party at the address set out in clause 19.2.

19.2 Where delivered by hand or by post, notices shall be sent to:

19.2.1 in the case of those to the Customer, for the attention of the billing contact referenced on the Invoice at the address and email address as set out in the Invoice;

19.2.2 in the case of those to FourJaw, for the attention of the Chief Executive Officer at FourJaw Manufacturing Analytics Ltd, Oxo House, 4 Joiner Street, Sheffield, S3 8GW and email.

19.3 Any notice shall be deemed to have been delivered:

19.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

19.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the third Business Day after posting or at the time recorded by the delivery service.

19.4 Any change to the contact details of a party as set out in clause 19.2 shall be notified to the other party in accordance with clause 19.1 and shall be effective on the date specified in the notice as being the date of such change, or if no date is so specified five (5) Business Days after the notice is deemed to be received.

20. GENERAL

20.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

- 20.2 Each party acknowledges that it has not entered into this contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms.
- 20.3 No variation of these Terms shall be valid or effective unless it is made in writing, refers to these Terms and is duly signed or executed by, or on behalf of, each party.
- 20.4 The Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under these Terms (including the licence rights granted), in whole or in part, without FourJaw's prior written consent.
- 20.5 FourJaw may assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under these Terms, in whole or in part, without the Customer's consent, provided that it gives prior written notice of such dealing to the Customer.
- 20.6 The Customer shall pay all sums that it owes to FourJaw under these Terms without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by applicable law.
- 20.7 The parties are independent and are not partners or principal and agent and these Terms does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 20.8 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected.
- 20.9 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 20.10 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 20.11 No single or partial exercise of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 20.12 A waiver of any term, provision, condition or breach of these Terms shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.
- 20.13 A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- 20.14 Neither party shall use the name, logo, or trade mark of the other party, or its employees in any publicity, advertising or news release without the prior written approval of that party however this shall not prohibit either party making reference to the other in annual board or shareholder reports. or, in the case of Supplier, statutory reporting obligations.
- 20.15 The contract between the parties and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, its subject matter or formation (including non-contractual disputes or claims).

The Schedule

Service Level Agreement

1. Accessing technical support

You may contact the FourJaw Support Desk as follows:

E-Mail: support@fourjaw.com

On contacting the support help desk, the Customer will be requested to provide the following information:

- Caller Name and Email Address
- Company Name and Contact ID
- Full Description of Error including any Error Codes and screenshot of the issue
- Priority Classification (in the Customer's opinion)

FourJaw will determine the priority classification of each support request in consultation with the Customer.

2. Cases are prioritised as follows:

Priority	Description	Examples
High	The Platform is down entirely	Users cannot access the Platform
Medium	Time-critical business function out of action or malfunctioning	Data quality compromised
Low	Non time-critical business function out of action or malfunctioning	Platform running unreasonably slowly

3. Priorities are actioned as follows:

Action	High	Medium	Low
Response:	4 Business Hours	1 Business Day	5 Business Days
Status Updates within:	1 Business Day	2 Business Days	10 Business Days
Endeavour to Resolve (Fix or Workaround) within:	2 Business Days	4 Business Days	2-3 business weeks

If the Customer has concerns regarding the manner in which an Error is being handled by the FourJaw support desk, the Customer can escalate the matter to Robin Hartley-Willows (Chief Technology Officer) by emailing: r.hartley-willows@fourjaw.com.