



MJM TECHNOLOGY LTD

CUSTOMER TERMS AND CONDITIONS

Version MJM-TC-02 (v2.0) | Effective 1 November 2026 | www.mjm.technology/legal

IN PLAIN ENGLISH *This is the contract that governs every service we provide — IT support, networking, cyber security, projects and hardware. Each section starts with a box like this one explaining what it means in everyday language. The plain-English boxes are a guide only; the full clauses underneath are what legally applies.*

These Terms and Conditions, together with any Order(s) accepted by MJM Technology Ltd, constitute the entire agreement between MJM Technology Ltd and the Customer for the supply of Managed IT Services, Networking Services, Cyber Security Services, Professional Services, and/or Equipment. By signing or countersigning an Order, or by accepting services, the Customer agrees to be bound by these Terms and Conditions.

1. APPLICATION AND INTERPRETATION

IN PLAIN ENGLISH *This section defines the key words used throughout the contract. If documents ever conflict: the Data Processing Agreement wins on data protection, your Order wins on price, quantities and term, then these terms and their Schedules, then the Service Description and Rate Card, then the Acceptable Use Policy. A Service Description is a technical document — it tells you what the service does, what it covers and who does what — and it cannot change the commercial or legal terms in here. An Order cannot quietly rewrite the parts of this contract that protect either of us — warranties, data protection, intellectual property, liability, confidentiality, employment and governing law — unless a director signs off on that change.*

1.1 In these Terms and Conditions the following words and expressions have the meanings set out below:

“Agreement” means these Terms and Conditions together with the AUP, the Data Processing Agreement, and any Order, Schedule, Service Description, or Rate Card accepted in writing by MJM Technology. The AUP and the Data Processing Agreement are incorporated into this Agreement by reference.

“AUP” means the Acceptable Use Policy published by MJM Technology at www.mjm.technology/legal, as updated from time to time in accordance with clause 15.4.1.

“Billing Unit” means the unit by reference to which the Charges for a Service are calculated, as stated in the Order for that Service — a Supported User, a Managed Endpoint, a Licensed Identity, or such other unit as the Order specifies. Different Services under the same Order may have different Billing Units.

“Business Day” means any day other than a Saturday, Sunday, or public holiday in England and Wales.

“Business Hours” means 09:00 to 17:00 on a Business Day.

“Charges” means the fees, recurring charges, and any other amounts payable by the Customer under an Order.

“Commencement Date” means the date specified in the Order, or if none, the date on which MJM Technology first provides Services or delivers Equipment.

“Committed Balance” means, in respect of a Committed Third-Party Service, the Charges for that Service for the whole of its committed term, so far as they have not already been paid.

“Committed Third-Party Service” means a Service that MJM Technology is able to supply only by itself entering into a minimum term commitment with a third-party provider — including software and cloud subscriptions and telecommunications circuits — and which is identified as such in the Order together with the length of its committed term.

“Confidential Information” means any information disclosed by one party to the other that is marked confidential or that a reasonable person would regard as confidential given its nature or the circumstances of disclosure.

“Customer” means the legal entity named as the customer in the Order.

“Customer Data” means any data or personal data belonging to the Customer or processed by MJM Technology on behalf of the Customer in the course of providing the Services.

“Cyber Security Services” means the cyber security consulting, endpoint detection and response, and related services described in Schedule 4.

“Data Processing Agreement (DPA)” means the data processing agreement between MJM Technology and the Customer that governs the processing of personal data, incorporated by reference into this Agreement.

“Early Termination Charge” means the sum payable under clause 11.5 where a Service, Order or this Agreement ends before the end of the Term then current.

“Equipment” means hardware, cabling, or other physical goods supplied by MJM Technology under an Order.

“Force Majeure Event” means any event beyond a party’s reasonable control including, without limitation, acts of God, pandemic, war, civil unrest, acts of terrorism, industrial disputes (other than those involving MJM Technology’s employees), failure of third-party networks or utilities, or governmental action.

“Initial Term” means the period specified in the Order commencing on the Commencement Date, being twelve (12) months unless the Order specifies a different period or a shorter period results from clause 3.5.

“Intellectual Property Rights” means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, know-how, trade secrets, and all other intellectual property rights (whether registered or unregistered) in any jurisdiction.

“Licensed Identity” means each user account in the Customer’s Microsoft 365 tenant or other identity platform that holds an assigned licence and is enrolled in the relevant Service. Shared mailboxes, distribution lists, resource, room and equipment accounts, and unlicensed guest accounts are not Licensed Identities.

“Managed Endpoint” means each device on which MJM Technology deploys or manages monitoring, endpoint protection, or endpoint detection and response software under an Order, including desktops, laptops, servers, and any terminal or device from which a shared account is used.

“Managed IT Services” means the managed IT support services described in Schedule 2, including remote monitoring, helpdesk support, and patch management.

“Minimum Quantity” means, for each Service, the number of Billing Units stated for that Service in the Order or, from the start of each Renewal Term, the number of Billing Units being invoiced for that Service immediately before that Renewal Term begins, as adjusted by any reduction taking effect on that date under clause 2.6.

“MJM Technology” means MJM Technology Ltd, a company registered in England and Wales (company number 17059560), whose registered office is at 101 Peckers Hill Road, St Helens, WA9 3JS.

“Networking Services” means the networking design, supply, installation, and management services described in Schedule 3.

“Order” means a written order form, quotation, statement of work, or purchase order referencing these Terms and Conditions and signed or accepted by the Customer.

“Professional Services” means project-based or time-and-materials IT consultancy and support services described in Schedule 5.

“Rate Card” means the MJM Technology Rate Card (MJM-RC-01) setting out standard time-and-materials rates, as supplied with each Order and revised in accordance with clause S5.1.

“Renewal Term” means each successive period of twelve (12) months following expiry of the Initial Term or the previous Renewal Term, subject to clause 3.6 in the case of a Committed Third-Party Service.

“Service Description” means a technical document setting out the services provided, the service levels, the inclusions and exclusions, and the responsibilities of each party in respect of a particular Service, which supplements these Terms and Conditions and is subordinate to them in accordance with clauses 1.2 and 1.2.2.

“Services” means the Managed IT Services, Networking Services, Cyber Security Services, and/or Professional Services to be provided by MJM Technology under an Order.

“Software” means any software, firmware, licences, or cloud service subscriptions procured or provisioned by MJM Technology for or on behalf of the Customer.

“Support Credits” means credits against future Charges issued by MJM Technology in accordance with clause 6.6 in respect of failures to meet applicable service-level targets.

“Supported User” means each individual who uses the Customer’s systems in the course of their work and is entitled to request support under this Agreement. For the purpose of counting Supported Users: (a) each individual holding a named account counts as one Supported User, whether or not that account holds a Microsoft 365 or other software licence; (b) an account shared by two or more individuals is not counted as a Supported User, although each device from which such an account is used is a Managed Endpoint, and a shared account that holds an assigned licence is a Licensed Identity; and (c) shared mailboxes, distribution lists, resource, room and equipment accounts, service and

application accounts, external guest accounts, and accounts that have been disabled for more than thirty (30) days are not counted.

“Term” means the Initial Term and any Renewal Term(s).

1.2 In the event of any conflict or inconsistency between the documents forming this Agreement, the order of precedence shall be: (1) the Data Processing Agreement, in relation to the processing of personal data only; (2) the Order, in relation to Charges, quantities, Commencement Date, Term and the services ordered only; (3) these Terms and Conditions, including the Schedules; (4) any Service Description and the Rate Card; and (5) the AUP.

1.2.1 No Order, Service Description or Rate Card shall vary, exclude or limit any provision of clauses 8 (Warranties), 9 (Data Protection), 10 (Intellectual Property Rights), 13 (Exclusions and Limitations of Liability), 15.13 (Confidentiality), 15.15 (Governing Law and Jurisdiction) or 16 (Employment and TUPE) unless the variation is expressly stated in the Order, identifies by number the clause varied, and is signed by a director of MJM Technology. This clause prevails over clause 15.4.

1.2.2 A Service Description is a technical document. It records the services provided, the applicable service levels, what is and is not within scope, and the responsibilities of each party. It shall not be construed as varying the Charges, the Term, the allocation of liability, or any other commercial or legal provision of this Agreement, and in the event of any inconsistency these Terms and Conditions prevail.

1.3 References to statutes or statutory provisions include all amendments and re-enactments from time to time.

1.4 Headings and the plain-English summary boxes are for convenience only and shall not affect interpretation.

1.5 The singular includes the plural and vice versa. References to a party include that party’s successors and permitted assigns.

2. ORDERS

IN PLAIN ENGLISH *Each order you place is its own contract under these terms. It only becomes binding once we accept it in writing. If you send us a purchase order, your PO number is fine — but any terms printed on it don’t apply. Once you have signed up to these terms, later orders don’t need signing again; accepting the quotation is enough, and the version of these terms you originally signed is the version that continues to apply. The number of users or devices on your Order is your minimum for the year. If your numbers grow, we bill the extra at the same per-unit price from the day they come into scope, and that higher number becomes your minimum from your next renewal. If your numbers shrink, tell us and we will bring the price down from your next renewal date — not part-way through the year. Different services are counted in different ways, and your Order says which applies to each one. IT support is counted per supported user — anyone with their own login, whether or not they hold a Microsoft 365 licence. Security services that protect a machine are counted per managed endpoint, including any machine a shared login is used from. Security services that protect an identity or a mailbox are counted per licensed account. Shared mailboxes, meeting-room accounts and leavers’ disabled accounts are never counted.*

2.1 Each Order shall constitute a separate contract on these Terms and Conditions. No Order shall be binding on MJM Technology until MJM Technology has countersigned it or confirmed acceptance in writing.

2.2 The Customer may request changes to an Order. Any agreed changes must be documented in a written variation signed or accepted by both parties. MJM Technology reserves the right to adjust the Charges to reflect any agreed changes in scope.

2.3 MJM Technology may accept or decline any Order at its absolute discretion. Acceptance of an Order does not oblige MJM Technology to accept future Orders.

2.4 If the Customer issues a purchase order, that purchase order is for the Customer’s internal administrative purposes only; any terms and conditions attached to or incorporated in the Customer’s purchase order shall have no effect.

2.5 Where the Customer has entered into these Terms and Conditions, every subsequent Order accepted by the Customer and confirmed by MJM Technology under clause 2.1 shall be binding on both parties without further signature, applying the version of these Terms and Conditions in force at the date of the Customer’s original signature. MJM Technology shall retain each superseded version and make a copy available to the Customer on request.

2.6 Each Service has the Billing Unit stated for it in the Order. Where the number of Billing Units within the scope of a Service exceeds the quantity being invoiced, MJM Technology may invoice the additional Billing Units at the per-unit Charge stated in the Order for that Service, pro-rated from the date on which they came within scope, and shall identify the adjustment on the invoice. The Charges for a Service shall not, during any Term, be calculated on fewer Billing Units than its Minimum Quantity. Where the number of Billing Units within scope falls, the Customer may by written notice request a corresponding reduction, which shall take effect from the start of the next Renewal Term of that Service provided the notice is received before that Renewal Term begins, and MJM Technology shall not unreasonably refuse it. No reduction in respect of a Committed Third-Party Service shall take effect during its committed term. An adjustment under this clause is a change

in quantity and is not an increase in the Charges for the purposes of clause 4.5. No variation under clause 2.2 or clause 15.4 is required to give effect to this clause.

3. TERM AND AUTOMATIC RENEWAL

IN PLAIN ENGLISH *Each Order is a 12-month commitment. It renews automatically for another 12 months unless either of us gives at least 90 days' written notice before the renewal date. Your renewal date is the anniversary of the Commencement Date on your Order — please put it in your diary, because we are not required to remind you. We may send a courtesy reminder, but whether we do or not makes no difference to the renewal. If you are ever unsure of your date, ask and we will confirm it in writing within 5 working days. Anything we have to buy in on a fixed term ourselves — Microsoft licences and broadband circuits, for example — keeps its own dates and its own commitment, and your Order always says which is which. We can shorten one of those to line it up with the rest of your agreement, but we can only stretch it by up to three months without asking you first.*

3.1 Each Order shall commence on the Commencement Date and shall continue for the Initial Term, unless terminated earlier in a way permitted by clause 11.1. The Customer commits to take, and to pay the Charges for, each Service for the whole of the Initial Term and of each Renewal Term.

3.2 Unless either party gives written notice to terminate the Agreement, an Order or a Service no less than ninety (90) days before the expiry of the Initial Term or Renewal Term applicable to it, that Agreement, Order or Service shall automatically renew for a further Renewal Term on the same terms and Charges (subject to any price adjustment under clause 4.5). Where notice given by MJM Technology under clause 11.1.2 would expire on or after a renewal date, the affected Agreement, Order or Service shall not renew on that date and shall instead terminate on expiry of that notice.

3.3 MJM Technology is under no obligation to remind the Customer of an approaching renewal date or of the date by which notice under clause 3.2 must be given. Any reminder MJM Technology chooses to send is a courtesy only, and neither the sending of a reminder nor the absence of one shall affect automatic renewal under clause 3.2 or the notice period required by it. The Customer may at any time ask MJM Technology in writing to confirm the expiry date of the current Term of any Order or Service, and MJM Technology shall do so in writing within five (5) Business Days.

3.4 For the avoidance of doubt, termination of any individual Order does not terminate any other Order between the parties.

3.5 Where an Order is accepted while another Order between the parties is running, the Initial Term of the later Order shall expire on the same date as the Term of the existing Order, and both shall thereafter renew together under clause 3.2. Charges for that shortened first term are pro-rated. This clause does not apply to a Committed Third-Party Service.

3.6 A Committed Third-Party Service runs for its own committed term from its own Commencement Date, independently of any other Order, and renews on its own anniversary under clause 3.2 for a Renewal Term equal in length to the committed term stated for it in the Order, unless the parties agree a different length in writing. The Order shall identify each such Service and state the length of its committed term before the Customer accepts it.

3.7 At or before the end of a Committed Third-Party Service's committed term, MJM Technology may bring that Service into line with the Term of the Customer's other Orders by shortening it by up to the lesser of twelve (12) months and the period then remaining, or by extending it by up to three (3) months, with Charges pro-rated for the adjusted period, on not less than one hundred and twenty (120) days' written notice given before the end of that committed term. A Service adjusted under this clause does not renew under clause 3.2 during the adjusted period. Any extension of more than three (3) months requires the Customer's written agreement. MJM Technology shall not use this clause to extend a Service the Customer has given notice to terminate. This clause gives MJM Technology an option only and imposes no obligation on it to give any notice.

4. PRICE AND PAYMENT

IN PLAIN ENGLISH *We send one invoice a month. It covers this month's fixed services in advance, and last month's variable usage — cloud consumption, call charges, licence changes — in arrears, because nobody can know those figures until the month has ended. Where a supplier's figures are not ready in time we may estimate, for no more than two months running, and any over-estimate is credited back. We collect the invoice by Direct Debit on the 10th, and we send it to you at least 5 working days before that. Hardware and fixed-price projects are invoiced separately on 30-day terms. Please keep your Direct Debit running until your final invoice is settled: there is always one last month of usage to bill after we part company, and occasionally one short adjusting invoice after that if a supplier figure lands late. We may increase prices no more than once in any 12 months, and only with at least 90 days' notice so you can plan ahead. If a third-party vendor puts their prices up we pass that through at cost, never more than they charge us, with 30 days' notice — or as soon as we can where the vendor gives us less warning than that — and we'll show you the evidence if you ask. If that pass-through lands on a licence or circuit you are committed to, you can walk away from that item with no exit charge. If it pushes the bill for an Order up by more than 10% in a year, you can end that Order on 30 days' notice with no early termination charge — although any committed licences or circuits in it still run*

to the end of their own term. A failed Direct Debit attracts a £25 admin fee, any late payment attracts statutory interest, and we can pause services if an undisputed invoice is more than 15 days overdue — always after warning you first. If you think an invoice is wrong, tell us within 15 working days: tell us at least 2 working days before collection and we only take the undisputed part; tell us after that and we take the invoice but credit or refund anything that turns out to be wrong.

4.1 The Charges are as set out in the Order. All Charges are exclusive of VAT, which shall be added at the applicable rate.

4.2 MJM Technology shall issue a single invoice each month covering: (a) fixed recurring Charges for the month in which the invoice is issued, in advance; and (b) variable Charges for the preceding month, in arrears, including consumption-based cloud services, usage-based telephony, adjustments for changes in licence quantities, and Professional Services charged on a time-and-materials basis. Charges for Equipment and for fixed-price Professional Services may be invoiced separately on or after delivery or completion.

4.3 Charges invoiced under clause 4.2 shall be collected by Direct Debit on the tenth (10th) day of the month in which the invoice is issued, or the next Business Day where that day is not a Business Day, subject in each case to the advance notice required by the Direct Debit Guarantee. MJM Technology shall issue each such invoice not less than five (5) Business Days before the collection date. Charges invoiced separately under clause 4.2 shall be paid within thirty (30) days of the invoice date. The Customer authorises MJM Technology to collect Charges by Direct Debit and shall execute and maintain any Direct Debit mandate reasonably required by MJM Technology.

4.4 If the Customer fails to maintain a valid Direct Debit mandate or if a Direct Debit payment is returned unpaid, MJM Technology may charge an administration fee of £25.00 per failed or returned payment. MJM Technology may also require payment of outstanding Charges by BACS or other immediately available funds as a condition of restoring the Direct Debit arrangement, but shall not suspend, withhold or decline to resume the Services otherwise than in accordance with clauses 4.8 and 11.3.1.

4.5 MJM Technology may increase the Charges from time to time by giving the Customer not less than ninety (90) days' prior written notice. Any such increase shall be reasonable and proportionate, reflecting factors such as increases in MJM Technology's costs of delivering the Services (including labour, vendor, licensing, and energy costs) and changes in the scope or volume of the Services, and shall not occur more than once in any period of twelve (12) months. Price increases imposed on MJM Technology by third-party suppliers, software vendors, or network providers may be passed through to the Customer at any time, limited to the amount of the increase actually charged to MJM Technology, on not less than thirty (30) days' prior written notice or, where the supplier gives MJM Technology less notice than that, as soon as reasonably practicable. MJM Technology shall provide evidence of the supplier increase on the Customer's written request, and where it fails to do so within ten (10) Business Days the increase shall not take effect.

4.5.1 Where a pass-through under clause 4.5 increases the Charges for a Committed Third-Party Service, the Customer may terminate that Service on thirty (30) days' written notice given within thirty (30) days of receiving notice of the increase, notwithstanding clauses 3.1 and 11.6, and neither an Early Termination Charge nor the Committed Balance shall be payable in respect of that Service. Where a pass-through increases the total recurring Charges under an Order by more than ten percent (10%) in any twelve (12) month period, the Customer may terminate that Order on thirty (30) days' written notice given within thirty (30) days of receiving notice of the increase, notwithstanding clause 3.1, and no Early Termination Charge shall be payable; any Committed Third-Party Service within that Order whose own Charges were not increased is dealt with under clause 11.7.1.

4.6 If the Customer disputes an invoice in good faith, it shall notify MJM Technology in writing within fifteen (15) Business Days of the invoice date, setting out the nature and amount of the dispute. Undisputed amounts shall be paid by the due date. Where the notice is received not less than two (2) Business Days before the collection date, MJM Technology shall collect only the undisputed amount. Where the notice is received later than that, MJM Technology may collect the invoice in full, and shall credit or refund any amount subsequently agreed or determined to have been overcharged within ten (10) Business Days of that agreement or determination. A dispute raised more than fifteen (15) Business Days after the invoice date shall still be considered by MJM Technology in good faith, but does not defer the due date for payment. The parties shall endeavour to resolve disputes within twenty (20) Business Days, without prejudice to clause 14.

4.7 Without prejudice to any other remedy, if the Customer fails to pay any undisputed sum by the due date, MJM Technology may charge interest at the rate of 8% per annum above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until the date of actual payment, together with the fixed sum compensation provided by section 5A of that Act.

4.8 MJM Technology may suspend the provision of Services (without liability) where any undisputed invoice remains unpaid for more than fifteen (15) days after the due date, having given the Customer not less than five (5) Business Days' written notice of its intention to do so. A suspension under this clause is a suspension under clause 11.3(a), and clause 11.3.1 applies to it.

4.9 The Customer shall maintain its Direct Debit mandate in force until all Charges have been paid in full, including those on any final invoice issued after termination and any Early Termination Charge or Committed Balance. MJM Technology shall issue that final invoice within thirty (30) days after the effective date of termination, covering all Charges accrued and

not already invoiced, and shall collect it by Direct Debit not less than five (5) Business Days after issuing it, subject to the advance notice required by the Direct Debit Guarantee. Where the final invoice includes an estimate made under clause 4.10, MJM Technology may issue one further adjusting invoice within sixty (60) days after the effective date of termination. Clause 4.6 applies to each such invoice. This clause survives termination of this Agreement.

4.10 Where consumption or usage data for a period is not available from the relevant supplier in time for invoicing, MJM Technology may invoice a reasonable estimate for that period based on the preceding period, and shall adjust the estimate against the actual figures on the next invoice. MJM Technology shall not invoice an estimate for more than two (2) consecutive periods in respect of the same Service, and shall credit any over-estimate on the next invoice or, where no further invoice is due, refund it within ten (10) Business Days.

5. DELIVERY OF EQUIPMENT

IN PLAIN ENGLISH *Delivery dates are best estimates. Once hardware is delivered it's your responsibility to look after (and insure), but it stays our property until it's paid for in full. Please check deliveries and report any damage or shortages within 5 working days — after that the delivery counts as accepted. Hardware carries the manufacturer's warranty and we pass that warranty straight to you. If for some reason we can't, we'll chase the manufacturer on your behalf — and if we can't do that either, the hardware still has to be of satisfactory quality and we stand behind it up to what you paid for it.*

5.1 Delivery dates for Equipment are estimates only. MJM Technology shall not be liable for any delay in delivery caused by a Force Majeure Event or third-party supply chain disruption.

5.2 Risk in Equipment shall pass to the Customer on delivery. Title in Equipment shall not pass to the Customer until MJM Technology has received payment in full for that Equipment.

5.3 The Customer shall inspect all Equipment promptly on delivery and shall notify MJM Technology of any visible defects or shortages within five (5) Business Days of delivery. Failure to notify shall be deemed acceptance of the Equipment.

5.4 Equipment is supplied with the benefit of any manufacturer's warranty. MJM Technology shall assign or pass through to the Customer the benefit of that warranty so far as it is able to do so. Where it is unable to assign or pass through that benefit, MJM Technology shall, at the Customer's reasonable written request, enforce the warranty against the manufacturer on the Customer's behalf and account to the Customer for the proceeds; and where it is able to do neither, MJM Technology remains liable to the Customer for the Equipment being of satisfactory quality, up to the price paid for that Equipment. Subject to this clause, MJM Technology does not provide any additional warranty beyond that which passes through from the manufacturer, except as expressly stated in Schedule 1.

5.5 Where Equipment is installed by MJM Technology, the Customer shall provide a suitable environment and safe access at no cost to MJM Technology. The Customer shall ensure that all relevant health and safety requirements are met prior to installation.

5.6 Where an Order is terminated before Equipment specifically ordered for the Customer has been delivered, and MJM Technology is unable to cancel or return that Equipment, the Customer shall pay for it and MJM Technology shall deliver it. MJM Technology shall take reasonable steps to cancel or return such Equipment and shall provide evidence of its inability to do so on the Customer's written request.

6. DELIVERY OF SERVICES

IN PLAIN ENGLISH *We'll deliver your services with reasonable care and skill, using qualified people, during business hours (9–5, Mon–Fri) unless we agree otherwise. Your specific response times and targets live in your Service Description. If we miss an SLA target, you're entitled to service credits — money off a future invoice. Claim in writing within 30 days of the incident; credits are calculated against the monthly charge for the affected service and capped at one month's fee. Credits don't apply where the cause was on your side, a third-party outage, or events outside anyone's control. Credits come off your next invoice, have no cash value, and expire after 12 months. They are how we put money right for missed targets — your right to end the contract with no early termination charge if we seriously let you down and don't put it right is untouched. They are also not the end of it if we have been grossly negligent or acted deliberately.*

6.1 MJM Technology shall provide the Services with reasonable care and skill, using suitably qualified personnel, during Business Hours unless otherwise agreed in writing.

6.2 MJM Technology may engage subcontractors to deliver all or part of the Services, provided that it remains responsible to the Customer for the performance of those Services.

6.3 MJM Technology shall maintain reasonable and appropriate technical and organisational security measures to protect the Customer's systems and data to which it has access.

6.4 The specific scope of Services, response times, and service-level targets shall be set out in the relevant Service Description. MJM Technology's sole financial obligation for failure to meet any service-level target shall be to issue Support Credits in accordance with clause 6.6 and the applicable Service Description, save where MJM Technology has acted with gross negligence or wilful misconduct, in which case the Customer's remedies are those available to it at law, subject to clause 13. This clause is without prejudice to the Customer's rights under clause 11.1 and clause 11.2. For the avoidance of doubt, Support Credits are not available in respect of incidents caused by Customer-side failures, third-party network outages, or Force Majeure Events.

6.5 MJM Technology may make reasonable changes to the way in which it delivers the Services provided that such changes do not materially adversely affect the Customer. MJM Technology shall give the Customer reasonable prior notice of any material change.

6.6 Support Credits shall:

- (a) be calculated as set out in the applicable Service Description or, where no calculation method is specified, as a reasonable percentage of the monthly recurring Charges for the affected Service, proportionate to the severity and duration of the service failure;
- (b) be claimed by the Customer in writing within thirty (30) days of the relevant service failure;
- (c) be capped, in aggregate, at one hundred percent (100%) of one month's recurring Charges for the affected Service in any calendar month; and
- (d) be applied against future invoices in accordance with clause S5.4.

7. CUSTOMER OBLIGATIONS

IN PLAIN ENGLISH *To support you properly we need access, information and a named decision-maker on your side. You also agree to follow the Acceptable Use Policy, tell us promptly about any security incidents, and keep your own backups for anything not covered by a backup service we provide. Please give every person their own login rather than sharing one, and tell us if any account is shared — we will still support it, but see the note on liability in section 13. If a delay is caused by something on your side, we may charge reasonable extra costs.*

7.1 The Customer shall:

- (a) provide MJM Technology with all information, access, licences, and co-operation reasonably necessary for MJM Technology to provide the Services and deliver Equipment;
- (b) ensure that its network, systems, and IT environment meet any minimum technical requirements notified by MJM Technology;
- (c) designate an authorised representative who has authority to approve changes and accept deliverables on behalf of the Customer;
- (d) maintain and comply with the AUP;
- (e) promptly notify MJM Technology of any security incident, suspected breach, or vulnerability it becomes aware of;
- (f) be responsible for the back-up of any data not covered by a back-up service expressly included in the Order;
- (g) ensure that it holds all licences, consents, and permissions required to use any software, systems, or data provided to or accessed by MJM Technology in the course of the Services;
- (h) notify MJM Technology promptly of any user, identity, device, site or system that comes within or falls outside the scope of an Order, so that the Charges may be adjusted under clause 2.6; and
- (i) provide each individual who uses the Customer's systems with their own named account, and notify MJM Technology in writing of any account that is shared between two or more individuals.

7.2 If the Customer's failure to fulfil its obligations under clause 7.1 prevents or delays MJM Technology from providing the Services, MJM Technology shall not be in breach of this Agreement and may charge additional reasonable costs incurred as a result.

8. WARRANTIES

IN PLAIN ENGLISH *We promise to deliver our services with reasonable care and skill. What we can't promise — and no honest IT provider can — is that systems will never go down or never have a security vulnerability.*

8.1 Each party warrants that: (a) it has the legal capacity and authority to enter into and perform this Agreement; and (b) its entry into this Agreement does not breach any obligation owed to a third party.

8.2 MJM Technology warrants that it will provide the Services with reasonable care and skill. This warranty is the Customer's sole and exclusive warranty remedy in respect of the Services.

8.3 Subject to clause 5.4, all other warranties, representations, conditions, and terms — whether express or implied by statute, common law, or otherwise — are excluded to the fullest extent permitted by law. In particular, MJM Technology does not warrant that the Services will be uninterrupted, error-free, or free from security vulnerabilities. Nothing in this clause 8.3 excludes MJM Technology's liability under clause 5.4 in respect of Equipment.

9. DATA PROTECTION

IN PLAIN ENGLISH *We both comply with UK GDPR. Because we access your systems to support them, we act as your 'data processor' — the separate Data Processing Agreement (DPA) covers exactly how we handle personal data, and under clause 1.2 it takes priority on data matters. You stay the 'data controller' of your own data. One thing to read properly rather than skim: clause 9.3 means that if you instruct us to do something with personal data that you had no right to instruct, you cover us for what follows, and the liability cap in section 13 does not limit that. It does not reach anything caused by our own failings.*

9.1 Each party shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.

9.2 Where MJM Technology processes personal data on behalf of the Customer, it does so as a data processor. The terms of such processing are governed by the Data Processing Agreement, which is hereby incorporated into this Agreement by reference.

9.3 The Customer is the data controller and is responsible for ensuring it has a lawful basis for instructing MJM Technology to process personal data. The Customer shall indemnify MJM Technology against all claims, liabilities, losses and reasonable costs arising from any breach by the Customer of its obligations as data controller, provided that: (a) MJM Technology notifies the Customer promptly in writing of any claim; (b) the Customer may assume the conduct of the defence and settlement of that claim, save that no settlement imposing any non-monetary obligation on MJM Technology shall be made without its prior written consent, such consent not to be unreasonably withheld; and (c) MJM Technology takes reasonable steps to mitigate its loss. This indemnity does not extend to any loss to the extent that it is caused by MJM Technology's own breach of this Agreement or of the Data Processing Agreement. For the avoidance of doubt, the limit in clause 13.3 applies only to MJM Technology's liability and does not limit the Customer's liability under this clause 9.3.

9.4 MJM Technology may anonymise and aggregate data about the use of its services for internal analytics, product improvement, and service benchmarking, provided that no individual or Customer is identifiable from such data.

10. INTELLECTUAL PROPERTY RIGHTS

IN PLAIN ENGLISH *We keep ownership of our own tools, scripts and methods. Once you've paid, you get a licence to use anything we deliver for your business — and that licence is yours to keep, including after the contract ends. Whatever you owned before stays yours.*

10.1 All Intellectual Property Rights in any materials, tools, methodologies, scripts, configurations, or deliverables created by MJM Technology in the course of providing the Services shall vest in and remain the property of MJM Technology, unless expressly agreed otherwise in writing.

10.2 Subject to payment of all Charges due in respect of the relevant deliverable, MJM Technology grants the Customer a non-exclusive, non-transferable, royalty-free licence to use any deliverables provided under this Agreement solely for the Customer's internal business purposes.

10.3 The Customer shall not reverse-engineer, decompile, or otherwise attempt to derive source code from any Software or tooling provided by MJM Technology.

10.4 Each party retains ownership of all Intellectual Property Rights that it owned before this Agreement was entered into.

10.5 The Customer grants MJM Technology a non-exclusive licence to use the Customer's systems, data, and materials to the extent necessary to provide the Services.

11. TERMINATION AND SUSPENSION

IN PLAIN ENGLISH *Your contract is a 12-month commitment. To leave at the end of a term, give us at least 90 days' written notice before the renewal date. You can also leave part-way through a term on 90 days' written notice, but if you do you pay the monthly fixed charges for the rest of that term — the early termination charge. That reflects the people, tools and licences we commit to for the whole year when you sign up. Licences and circuits we buy in on a fixed term, like Microsoft licences or a broadband circuit, are different again: they run to the end of their own committed term, the whole of it must be paid, and we cannot cancel or transfer them until it has been. There are fair exceptions. You pay no early termination charge if we end the contract ourselves, if we seriously break it and don't put it right within 30 days, if we become insolvent, if something outside anyone's control stops the service for more than*

60 days, if you object to a new supplier of ours under the DPA, or if a supplier price rise pushes your bill up by more than 10%. In most of those cases we will also transfer any committed licences to you or your new provider wherever the vendor allows, so you are not left paying for something you can't use. We can also pause a service — for unpaid invoices, for misuse of the Acceptable Use Policy, or where carrying on would expose us or someone else to legal or regulatory liability or to a real risk of reputational harm. If we do, we only pause what's affected, we tell you why and what fixes it, and we put it back as soon as it's resolved. Charges keep running during a pause for non-payment or misuse; they stop during a pause for the third reason. And if it turns out we paused on a cause that wasn't real, or wasn't your doing, we credit the charges for that period back to you.

11.1 Either party may bring this Agreement, any Order or any Service to an end at the expiry of its current Term by giving notice in accordance with clause 3.2. Before the expiry of the current Term, this Agreement, any Order or any Service may be terminated only in accordance with clauses 4.5.1, 11.1.1, 11.1.2, 11.2 and 15.2 and clause 6.5 of the Data Processing Agreement.

11.1.1 The Customer may terminate this Agreement, any Order or any Service before the expiry of its current Term by giving MJM Technology not less than ninety (90) days' written notice. Termination under this clause takes effect on expiry of that notice, and the Customer shall pay the Early Termination Charge under clause 11.5 and any Committed Balance under clause 11.6. The Charges for that notice period are payable in the ordinary way.

11.1.2 MJM Technology may terminate this Agreement, any Order or any Service at any time by giving the Customer not less than ninety (90) days' written notice. Termination under this clause takes effect on expiry of that notice, whether or not the current Term has then expired, and no Early Termination Charge is payable by the Customer. Any Committed Third-Party Service affected is dealt with under clause 11.7.1.

11.1.3 Where a single Service or Order is terminated, the remainder of this Agreement continues unaffected.

11.2 Either party may terminate this Agreement, any individual Order, or any individual Service within an Order, with immediate effect by written notice if:

- (a) the other party commits a material breach of this Agreement and, where that breach is capable of remedy, fails to remedy it within thirty (30) days of receiving written notice requiring it to do so;
- (b) the other party becomes insolvent, makes a composition with its creditors, or has a receiver, liquidator, administrator, or administrative receiver appointed over its assets or undertaking; or
- (c) the other party ceases or threatens to cease to carry on business.

11.3 MJM Technology may suspend the Services, in whole or in part, without liability where:

- (a) the Customer fails to pay any undisputed sum by the due date, subject to the conditions in clause 4.8;
- (b) the Customer breaches the AUP; or
- (c) MJM Technology reasonably believes that continued provision of the Services would expose it or any third party to legal or regulatory liability, or to a material risk of reputational harm.

11.3.1 Any suspension under clause 11.3 shall be limited to the Services affected by the relevant cause and shall continue no longer than is reasonably necessary to resolve it. A suspension under clause 11.3(a) requires the prior notice specified in clause 4.8. For a suspension under clause 11.3(b) or 11.3(c), MJM Technology shall give the Customer written notice before suspending where it is practicable to do so and, where it is not, as soon as reasonably practicable afterwards. Every such notice shall state the reason and what is required to lift the suspension, and MJM Technology shall resume the affected Services promptly once the cause is resolved. Charges continue to accrue during a suspension under clause 11.3(a) or 11.3(b), and do not accrue during a suspension under clause 11.3(c). Where a suspension is later found to have been made on a cause that did not in fact exist, or that was not attributable to the Customer, MJM Technology shall credit the Charges for the period of suspension.

11.4 Where MJM Technology terminates this Agreement, any Order or any Service under clause 11.2, the Early Termination Charge under clause 11.5 and any Committed Balance under clause 11.6 become immediately due and payable.

11.5 The Early Termination Charge for a Service, other than a Committed Third-Party Service, is the fixed recurring Charges that would have become payable for that Service from the effective date of termination to the end of its current Term, calculated on the greater of its Minimum Quantity and the number of Billing Units being invoiced at the date notice of termination is given, at the per-unit Charges then applying. It does not include variable or usage-based Charges, or Professional Services not yet performed. The parties agree that the Early Termination Charge reflects the commitment of personnel, tooling, licences and capacity that MJM Technology makes for the whole of each Term in reliance on the Customer's commitment under clause 3.1, that it is the price of the Customer's right to end a Service early under clause 11.1.1, and that it is reasonable having regard to that commitment. The Early Termination Charge shall be invoiced on or after the effective date of termination and is payable in accordance with clause 4.9.

11.6 In respect of each Committed Third-Party Service:

- (a) the Customer is liable for the Charges for the whole of its committed term, which reflect a non-cancellable commitment that MJM Technology has itself given to the third-party provider in order to supply the Service;
- (b) the Service may not be cancelled, reduced, or transferred to the Customer or to any other provider before the end of its committed term unless and until the Committed Balance has been paid in full;
- (c) save where clause 11.4 applies, where the Customer gives notice to terminate the Service before the end of its committed term, or this Agreement or the relevant Order ends before then for any reason other than one listed in clause 11.7, the Service shall continue to be supplied and invoiced monthly until the end of its committed term, unless the Customer elects in writing to pay the Committed Balance in a single sum, in which case MJM Technology shall invoice it and, once it has been paid in full, shall cancel or transfer the Service at the earliest point the third-party provider permits;
- (d) MJM Technology shall provide evidence of its commitment to the third-party provider within ten (10) Business Days of the Customer's written request; and
- (e) where MJM Technology is in fact released from, or recovers, any part of its commitment to the third-party provider, it shall credit the Customer with the amount released or recovered.

11.7 No Early Termination Charge is payable where: (a) MJM Technology terminates under clause 11.1.2; (b) the Customer terminates under clause 11.2; (c) the Customer terminates an affected Order or Service under clause 15.2; (d) the Customer terminates under clause 4.5.1; or (e) the Customer terminates an affected Service under clause 6.5 of the Data Processing Agreement (a provision of that agreement, not of these Terms and Conditions). In cases (d) and (e), no Committed Balance is payable in respect of a Committed Third-Party Service which is itself the subject of the price increase or the objection.

11.7.1 Where any of the circumstances in clause 11.7 applies and the terminated Agreement or Order includes a Committed Third-Party Service to which the last sentence of clause 11.7 does not apply, MJM Technology shall, at the Customer's written request and at no charge, transfer that Service to the Customer or to a provider nominated by the Customer wherever the third-party provider permits, and on transfer no further Charges or Committed Balance shall be payable for it. Where the third-party provider does not permit a transfer, the Service shall continue to be supplied and invoiced until the end of its committed term in accordance with clause 11.6(c).

12. EFFECTS OF TERMINATION

IN PLAIN ENGLISH *When the contract ends: outstanding invoices fall due, together with any early termination charge and any balance on committed licences or circuits; the licences we gave you over our tools end — though anything you have paid for stays yours to use — and each side returns or destroys the other's confidential information. We'll help you transition to a new provider for up to 30 days at our standard rates, once undisputed invoices are settled. Your data is different — we never hold it back over an invoice. It comes back to you (or gets deleted, your choice) under the DPA regardless of what is owed. We keep it for 90 days after the end in case you need it, then securely delete it.*

12.1 On termination or expiry of this Agreement (or any Order):

- (a) all licences granted under this Agreement shall immediately terminate, save that the licence granted to the Customer under clause 10.2 in respect of deliverables for which all Charges have been paid continues in perpetuity, and the licence granted to MJM Technology under clause 10.5 continues for so long as is necessary to perform clauses 11.6, 11.7.1, 12.1(d), 12.1.1, 12.3 and 16.4;
- (b) each party shall, subject to clause 12.3 and to the Data Processing Agreement, promptly return or (at the other party's election) securely destroy all Confidential Information of the other party;
- (c) all Charges already invoiced shall become immediately due and payable, and all other accrued Charges, any Early Termination Charge and any Committed Balance shall become due in accordance with clauses 4.9, 11.4, 11.5 and 11.6; and
- (d) MJM Technology shall provide the Customer with reasonable transition assistance for a period not exceeding thirty (30) days at the rates set out in the Rate Card, provided that all undisputed Charges have been paid in full.

12.1.1 The return or deletion of Customer Data in accordance with the Data Processing Agreement, and the provision of any information MJM Technology is required to provide under clause 16, are not conditional on the payment of any Charge and shall be performed whether or not any sum is outstanding.

12.2 Any provision of this Agreement that is expressed to survive termination, or that by its nature ought to survive termination (including, without limitation, clauses 1, 4.1, 4.4, 4.6, 4.7, 4.9, 4.10, 5.2, 5.4, 6.4, 6.6, 8, 9, 10, 11.4, 11.5, 11.6, 11.7, 11.7.1, 12, 13, 14, 15 (other than clauses 15.8, 15.9 and 15.10), 16, S1.3, S1.4, S1.5, S1.6, S5.3, S5.3.1 and S5.4), shall survive and remain in full force and effect. For the avoidance of doubt, clause 4.5 does not survive termination and MJM Technology may not increase the Charges after the effective date of termination, save for a Committed Third-Party Service which continues under clause 11.6(c) or clause 11.7.1.

12.3 MJM Technology shall retain Customer Data for a period of ninety (90) days following termination, after which it may securely delete all Customer Data unless otherwise required by applicable law. The Customer may at any time within that period instruct MJM Technology to return or delete the Customer Data sooner, and MJM Technology shall comply with that instruction in accordance with the Data Processing Agreement.

13. EXCLUSIONS AND LIMITATIONS OF LIABILITY

IN PLAIN ENGLISH *If something goes wrong, our liability to you is capped at what you paid us under the relevant order in the previous 12 months. That cap is on us, not on you: your indemnity under section 9 is not capped, and neither side is capped under section 16. We're not liable for lost profits, knock-on losses, or for problems caused by missing backups or updates that were outside the service you bought. Data loss is excluded too — but not where we failed to deliver a backup or data protection service you were actually paying us for. We are also not liable for what happens through a shared login, because nothing can tell us which person used it — unless the shared account was our idea in the first place. Nothing in this contract limits liability for death, personal injury or fraud. We carry professional indemnity, public liability and cyber insurance, and we'll show you the certificates on request — that cover sits behind us, but it does not raise the cap set by clause 13.3.*

13.1 Nothing in this Agreement shall exclude or limit either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law.

13.2 Subject to clause 13.1, MJM Technology shall not be liable under or in connection with this Agreement for:

- (a) any loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of data, or wasted expenditure, save that loss of data is not excluded where it results from MJM Technology's failure to perform a backup or data protection service expressly included in the Order;
- (b) any indirect, special, incidental, or consequential loss;
- (c) any loss arising from the Customer's failure to maintain adequate backups, security controls, or software updates outside the scope of the Services; or
- (d) any loss, security incident, or personal data breach to the extent that it arises from the use of an account or credentials shared between two or more individuals, save where MJM Technology has recommended or configured that arrangement in writing,

in each case whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, even if MJM Technology has been advised of the possibility of such losses.

13.3 Subject to clauses 13.1 and 13.2, MJM Technology's total aggregate liability under or in connection with this Agreement and any Order shall not exceed the total Charges paid by the Customer, in the twelve (12) months immediately preceding the event giving rise to the claim, under the Order to which the claim relates or, where the claim does not relate to a particular Order, under this Agreement, save that MJM Technology's liability under clause 5.4 in respect of Equipment shall in no case be less than the price paid by the Customer for that Equipment.

13.4 The Customer acknowledges that the limitations and exclusions in this clause 13 are reasonable, having regard to the Charges payable and the nature of the Services, and that MJM Technology has made the Services available in reliance on those limitations.

13.5 MJM Technology shall maintain, throughout the Term and for a period of two (2) years afterwards, with reputable insurers: (a) professional indemnity insurance of not less than £1,000,000 in respect of each claim; (b) public liability insurance of not less than £2,000,000 in respect of each claim; and (c) cyber liability insurance of not less than £1,000,000 in the aggregate in any policy year. MJM Technology shall provide evidence of cover to the Customer on reasonable written request.

14. DISPUTE RESOLUTION

IN PLAIN ENGLISH *If we disagree about something: talk first (senior people on both sides), mediate second, and court only as a last resort. Either side can still go straight to court for urgent matters.*

14.1 If any dispute arises under this Agreement, the parties shall first attempt to resolve it informally by escalating the matter to a senior manager of each party within ten (10) Business Days of written notice of the dispute.

14.2 If the dispute remains unresolved thirty (30) days after escalation under clause 14.1, either party may refer the matter to mediation administered by the Centre for Effective Dispute Resolution (CEDR) or a similar mutually agreed body. The costs of mediation shall be borne equally unless the mediator directs otherwise.

14.3 Nothing in this clause 14 prevents either party from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction.

15. GENERAL

IN PLAIN ENGLISH *Standard legal housekeeping: neither side is liable for events genuinely outside their control; changes to this contract must be agreed in writing, which includes signing electronically or accepting a quotation online — the exceptions are price changes made under the notice rules in section 4 and Schedule 5, quantity adjustments under clause 2.6, updates to the Acceptable Use Policy, and updates to the security measures in the DPA; you can't transfer the contract without our consent, though we can transfer it to a company that takes over our business if we tell you; we keep each other's information confidential for 5 years; English law applies and English courts decide disputes. We may mention you as a client on our website unless you ask us not to. We can update the Acceptable Use Policy, but if a change makes more work for you we give you 30 days' notice first. Notices to end the contract or stop it renewing must be sent by email and by post. Neither of us poaches the other's people for six months after we part — and if it happens anyway, a recruitment-cost fee settles it rather than a court case.*

Force Majeure

15.1 Neither party shall be in breach of this Agreement or liable for any failure or delay in performance to the extent that such failure or delay is caused by a Force Majeure Event, provided that the affected party: (a) notifies the other party promptly in writing; (b) takes all reasonable steps to mitigate the effects of the Force Majeure Event; and (c) uses all reasonable endeavours to resume performance as soon as practicable.

15.2 If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected Order or Service by written notice without liability (other than for Charges already accrued, Equipment payable under clause 5.6, and any Committed Third-Party Service continuing under clause 11.7.1).

Waiver

15.3 A failure or delay by either party to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any further exercise.

Variation

15.4 Subject to clause 1.2.1, no variation of this Agreement shall be effective unless agreed in writing by both parties. For this purpose, agreement in writing includes electronic signature and electronic acceptance, and a variation recorded in an Order accepted by the Customer in accordance with clause 2.5 is agreed in writing. This clause does not apply to: (a) changes to the Charges made under clause 4.5 or Schedule 5; (b) updates to the AUP made under clause 15.4.1; (c) updates to the technical and organisational measures made in accordance with the Data Processing Agreement; or (d) adjustments to quantities and Charges made under clause 2.6.

15.4.1 MJM Technology may update the AUP from time to time by publishing a revised version at www.mjm.technology/legal. Where an update materially increases the Customer's obligations, MJM Technology shall give the Customer not less than thirty (30) days' prior written notice; any other update takes effect on publication.

Assignment

15.5 The Customer may not assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without MJM Technology's prior written consent (not to be unreasonably withheld). MJM Technology may assign or novate this Agreement to any affiliate or successor entity without the Customer's consent, provided it notifies the Customer in writing.

No Partnership or Agency

15.6 Nothing in this Agreement creates a partnership, joint venture, or agency between the parties. Neither party has authority to bind the other.

Third Parties

15.7 This Agreement does not confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999.

Marketing

15.8 The Customer consents to MJM Technology referencing the Customer's name and logo on its website and in marketing materials as a client reference, unless the Customer opts out in writing.

Anti-Bribery and Corruption

15.9 Each party shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010. Each party shall maintain in place throughout the Term such policies and procedures as are reasonably necessary to ensure compliance.

Modern Slavery

15.10 Each party shall comply with all applicable modern slavery and human trafficking laws, including the Modern Slavery Act 2015. Each party shall notify the other as soon as it becomes aware of any actual or suspected slavery or human trafficking in its supply chains.

Notices

15.11 Any notice under this Agreement shall be in writing and delivered by: (a) email to the address stated in the Order (or such other address as a party notifies in writing for this purpose); or (b) first-class post or recorded delivery to the address stated in the Order (or such other address as a party notifies in writing). A notice terminating this Agreement, any Order or any Service, or given under clause 3.2, shall be given by both means, and is deemed received on the date determined by limb (a) provided the postal copy is sent no later than the next Business Day. Notices by email shall be deemed received on the day of sending (if sent on a Business Day before 17:00) or on the next Business Day. Notices by post shall be deemed received two (2) Business Days after posting.

Entire Agreement

15.12 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior representations, agreements, and understandings (whether written or oral). Each party acknowledges that it has not relied on any representation or warranty not expressly set out in this Agreement, save in the case of fraudulent misrepresentation.

Confidentiality

15.13 Each party shall keep the other's Confidential Information strictly confidential and shall not disclose it to any third party without the prior written consent of the disclosing party, except: (a) to its employees, officers, contractors, and professional advisers on a need-to-know basis; (b) as required by law, court order, or regulatory authority; or (c) to enforce its rights under this Agreement. This obligation shall survive termination of this Agreement for a period of five (5) years.

Severance

15.14 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable; all other provisions shall remain in full force and effect.

Governing Law and Jurisdiction

15.15 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

Non-Solicitation of Personnel

15.16 Neither party shall, during the Term and for a period of six (6) months after it ends, directly solicit for employment or engagement any employee or contractor of the other party who has been materially involved in the provision or receipt of the Services. This clause does not prevent either party from employing or engaging a person who responds to a recruitment advertisement published generally and not directed at that person, or who approaches that party on their own initiative. Where a party employs or engages a person in breach of this clause, it shall pay the other party a sum equal to twenty percent (20%) of that person's gross annual salary at the date of their departure, which the parties agree is a reasonable pre-estimate of the cost of recruiting a replacement and is the other party's sole financial remedy for that breach.

16. EMPLOYMENT AND TUPE

IN PLAIN ENGLISH Sometimes, when one provider takes over work from another, UK employment law can move an employee across with the work. Neither of us wants a surprise employee, so this section says what happens if it ever comes up. On the way in, that risk sits with you, because any such person would be yours or your previous provider's — you confirm there is nobody in that position, and cover us if one turns up anyway. On the way out, we hand over the employee information the law requires and cover our own conduct up to the handover date, and you or your new provider cover what happens after it. Neither side's cover here is limited by the liability cap in section 13, so it works the same in both directions.

16.1 The parties do not intend or anticipate that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") will apply to the commencement, variation, or termination of the Services.

16.2 The Customer warrants that, as at the Commencement Date, save as disclosed in the Order, no employee or contractor of the Customer or of any incumbent supplier is wholly or mainly assigned to the activities comprised in the Services, and shall provide MJM Technology on reasonable written request with such information as MJM Technology reasonably requires in order to assess that position.

16.3 If the contract of employment of any person is found or alleged to have transferred to MJM Technology under TUPE as a result of the commencement of the Services, MJM Technology may, within thirty (30) days of becoming aware of that transfer or allegation, terminate that employment. The Customer shall indemnify MJM Technology against all reasonable costs, claims, liabilities and expenses arising from that transfer and from any such termination, including remuneration, benefits and employer contributions for the period from the transfer date to the termination date.

16.4 On termination or expiry of this Agreement (or any Order), the parties shall co-operate in good faith to establish whether TUPE applies to the transfer of the Services back to the Customer or on to a replacement supplier. MJM Technology shall provide the employee liability information required by regulation 11 of TUPE not less than twenty-eight (28) days before the relevant transfer date or, where this Agreement ends on shorter notice than that, as soon as reasonably practicable and in any event within five (5) Business Days of the Customer's written request. MJM Technology shall also provide such other information as the Customer or a replacement supplier reasonably requires, in each case subject to applicable data protection law.

16.5 MJM Technology shall indemnify the Customer against all reasonable costs, claims, liabilities and expenses arising from MJM Technology's own acts or omissions in relation to any transferring employee before the transfer date, including any failure to inform or consult under regulation 13 of TUPE. The Customer shall indemnify MJM Technology against all reasonable costs, claims, liabilities and expenses arising from the acts or omissions of the Customer or any replacement supplier in relation to any transferring employee on or after the transfer date.

16.6 Each indemnity given under this clause 16 is subject to the following conditions: (a) the indemnified party shall notify the indemnifying party promptly in writing of any claim; (b) the indemnifying party may assume the conduct of the defence and settlement of that claim, save that no settlement imposing a non-monetary obligation on the indemnified party shall be made without its prior written consent, such consent not to be unreasonably withheld; and (c) the indemnified party shall take reasonable steps to mitigate its loss. Save in respect of a termination made by MJM Technology under clause 16.3, neither party may recover under this clause 16 any loss to the extent that it is caused by that party's own act, omission or breach. The limit in clause 13.3 does not apply to either party's liability under this clause 16.

SCHEDULE 1 — EQUIPMENT

IN PLAIN ENGLISH *How hardware orders work: delivery, who carries the risk, manufacturer warranties, and returns (a restocking fee of up to 15% may apply for non-faulty returns).*

This Schedule applies where MJM Technology supplies Equipment to the Customer under an Order.

Delivery and Installation

S1.1 Equipment shall be delivered to the address specified in the Order. Standard delivery is to the front door or server room entrance; rack installation, configuration, and commissioning are charged separately unless included in the Order.

S1.2 Delivery times are estimates. MJM Technology shall not be liable for late delivery unless the delay exceeds thirty (30) days and is caused solely by MJM Technology's own default.

Risk and Title

S1.3 Risk in Equipment passes to the Customer upon delivery. Title passes only upon receipt of payment in full. Until title passes, the Customer shall: (a) store the Equipment separately and clearly identify it as MJM Technology's property; and (b) not encumber, pledge, or charge the Equipment.

S1.4 In the event of the Customer's insolvency, MJM Technology may repossess any Equipment in respect of which title has not passed, and the Customer grants MJM Technology an irrevocable licence to enter the Customer's premises for this purpose.

Warranty and Returns

S1.5 Equipment is supplied with the benefit of the applicable manufacturer's warranty, which MJM Technology shall assign or pass through to the Customer so far as it is able. MJM Technology shall assist the Customer to make a warranty claim with the manufacturer and shall enforce that warranty on the Customer's behalf in accordance with clause 5.4. Where the benefit of the manufacturer's warranty cannot be assigned, passed through or enforced on the Customer's behalf, clause 5.4 applies. Subject to clause 5.4, MJM Technology does not itself provide any warranty on Equipment unless expressly stated in the Order.

S1.6 Equipment that is not faulty may not be returned without MJM Technology's prior written consent. A restocking fee of up to fifteen percent (15%) of the Equipment value may apply to agreed returns.

SCHEDULE 2 — MANAGED IT SERVICES

IN PLAIN ENGLISH *What's included in managed IT support: monitoring, helpdesk, patching, endpoint management, antivirus/EDR, reporting, and Microsoft 365 administration. Backup is included only where your Order says so, and only for the systems your Order lists. What's not included: on-site visits, training, projects, and backup for anything outside that list. What we need from you: keep the monitoring agent installed and devices online.*

This Schedule sets out the scope of Managed IT Services. Specific SLAs, response times, and performance targets will be detailed in the applicable Service Description.

Service Components

S2.1 Managed IT Services may include, as specified in the Order and Service Description:

- (a) Remote Monitoring and Management (RMM) — deployment of an agent on Customer endpoints to enable proactive monitoring, alerting, and remote remediation;
- (b) Service Desk / Helpdesk — provision of a helpdesk contact point during Business Hours for the logging and management of IT incidents and service requests;
- (c) Patch Management — deployment of approved operating system and application patches to Customer endpoints on a scheduled basis;
- (d) Endpoint Management — management of desktops, laptops, servers, and mobile devices within the agreed scope;
- (e) Antivirus / EDR — deployment and management of endpoint protection software as specified in the Order;
- (f) Reporting — provision of periodic service and health reports as agreed with the Customer;

- (g) Microsoft 365 Administration — administration of the Customer's Microsoft 365 tenant, including identity and access management, licence assignment, application configuration, and mailbox and file administration, within the scope stated in the Order; and
- (h) Backup and Recovery — provisioning, monitoring and verification of backup, and recovery on request, for the systems identified in the Order, in each case only where expressly included in the Order.

Service Exclusions

S2.2 Unless expressly included in the Order, Managed IT Services do not include:

- (a) support for systems, devices, or software not listed in the Service Description or not running a supported operating system;
- (b) on-site visits (charged at the rates set out in the Rate Card per Schedule 5);
- (c) end-user training;
- (d) third-party software licensing or support (unless procured through MJM Technology under a separate Order);
- (e) project work or large-scale migrations;
- (f) support for issues caused by the Customer's unauthorised modifications to systems; or
- (g) backup, replication, or disaster recovery for any system not expressly identified in the Order.

Customer Responsibilities

S2.3 The Customer shall: (a) ensure the RMM agent remains installed and operational on all in-scope devices; (b) approve patches in a timely manner; and (c) ensure that all in-scope devices are connected to the internet or Customer network during scheduled maintenance windows.

SCHEDULE 3 — NETWORKING SERVICES

IN PLAIN ENGLISH *Covers network design, and the supply and management of networking hardware. Vendor licence costs are passed through. Please don't change network configs yourself without checking with us first — unauthorised changes can void support and cost extra to put right.*

This Schedule applies where MJM Technology provides network design, supply, installation, configuration, or management services.

Scope of Networking Services

S3.1 Networking Services may include:

- (a) network design and architecture consultancy;
- (b) supply and installation of networking hardware, including switches, access points, firewalls, and associated components;
- (c) initial configuration and commissioning of networking hardware;
- (d) ongoing network management, monitoring, and fault resolution as specified in the Order; and
- (e) firmware and security update management for in-scope network devices.

Third-Party Licences

S3.2 Networking Services may require the Customer to hold licences for vendor management platforms. Where MJM Technology procures such licences on the Customer's behalf, the licence terms of the relevant vendor apply and are incorporated by reference. Licence costs are charged at the price stated in the Order or, where none is stated, at MJM Technology's cost plus the margin stated in the Order. Any subsequent change to those Charges is made under clause 4.5. Where such a licence is bought on a fixed term, it is a Committed Third-Party Service.

S3.3 MJM Technology is not responsible for any interruption to Services caused by vendor licence expiry where the Customer has not authorised renewal.

Network Changes

S3.4 The Customer shall not make configuration changes to in-scope network devices without MJM Technology's prior written approval. Unauthorised changes may result in additional charges to remediate and may void any applicable warranty or support obligation.

S3.5 MJM Technology shall operate a change management process for all significant network changes. Emergency changes required outside the change management process may incur additional charges at the rates set out in the Rate Card.

SCHEDULE 4 — CYBER SECURITY SERVICES

IN PLAIN ENGLISH *Covers security consulting, EDR/XDR tooling, monitoring, vulnerability assessments and incident response. Any penetration testing needs a signed authorisation letter first. Important honesty note: no provider can guarantee you'll never be breached — you should still hold appropriate cyber insurance.*

This Schedule applies where MJM Technology provides cyber security consulting, tooling, monitoring, or incident response services.

Scope of Cyber Security Services

S4.1 Cyber Security Services may include:

- (a) cyber security consulting and advisory services;
- (b) deployment and management of Endpoint Detection and Response (EDR) or Extended Detection and Response (XDR) tooling;
- (c) security monitoring and alerting;
- (d) vulnerability assessment and reporting; and
- (e) security incident response support as specified in the Order.

Penetration Testing and Authorisation

S4.2 Where MJM Technology conducts or commissions any form of penetration testing, vulnerability scanning, or red-team activity against the Customer's systems, the Customer shall provide a written Penetration Testing Authorisation Letter before such activity commences. The Authorisation Letter shall identify: (a) the systems and IP ranges in scope; (b) the agreed testing window; and (c) the authorised signatory. MJM Technology shall not conduct any offensive security testing outside the scope and window specified in the Authorisation Letter.

Limitations

S4.3 No cyber security service can guarantee the prevention of all security incidents. MJM Technology provides Cyber Security Services using reasonable industry-standard methods, but does not warrant that the Customer's systems will be free from compromise, data breach, or malicious attack.

S4.4 The Customer remains responsible for its own cyber risk governance, including maintaining cyber insurance appropriate to its risk profile.

Incident Response

S4.5 Where MJM Technology provides incident response support, such support is limited to reasonable technical assistance. Legal advice, regulatory notifications, and public communications in connection with a security incident remain the sole responsibility of the Customer.

SCHEDULE 5 — PROFESSIONAL SERVICES AND SUPPORT

IN PLAIN ENGLISH *Project and ad hoc work is charged at the rates on our Rate Card, which comes with your Order — 1.5x for any time outside 9–5 on a working day and all day Saturday, 2x for Sundays and Bank Holidays. We can change the Rate Card once a year with 90 days' notice, the same as any other price change, and the new rates only apply to work done after that notice runs out. Cancelling or postponing a booked engagement at short notice incurs a charge (50% within 10 working days, 100% within 5) — but nothing is payable if the cause is our breach or something outside anyone's control, and if you rebook within three months the charge comes off the rebooked work. Service credits come off your next invoice and expire after 12 months.*

This Schedule applies to project-based, time-and-materials, or ad hoc IT consultancy and support services not covered by a recurring managed services contract.

Time-and-Materials Rates

S5.1 Unless fixed-price rates are agreed in an Order, Professional Services are provided on a time-and-materials basis at the rates set out in the MJM Technology Rate Card (MJM-RC-01) in force at the date of the Order, a copy of which is supplied with each Order and is available on request. Out-of-Hours rates are 1.5x the standard rate for any time outside Business

Hours on a Business Day and for any time on a Saturday, and 2x the standard rate for any time on a Sunday or a public holiday in England and Wales. MJM Technology may issue a revised Rate Card on not less than ninety (90) days' written notice, and not more than once in any period of twelve (12) months, and the revised Rate Card applies only to work carried out after the notice period expires.

Expenses

S5.2 Reasonable travel and accommodation expenses incurred in connection with on-site Professional Services shall be charged at cost, with prior approval from the Customer where a single expense exceeds £100.

Project Cancellation and Postponement

S5.3 If the Customer cancels or postpones a confirmed Professional Services engagement, the following cancellation charges shall apply:

- (a) more than ten (10) Business Days' notice: no charge;
- (b) five (5) to ten (10) Business Days' notice: 50% of the estimated engagement value; and
- (c) fewer than five (5) Business Days' notice: 100% of the estimated engagement value.

S5.3.1 In this Schedule the estimated engagement value means the price quoted for the engagement or, where it is charged on a time-and-materials basis, the written estimate given to the Customer when the engagement was confirmed. No cancellation charge is payable where the Customer cancels or postpones because of MJM Technology's material breach, or where the engagement is prevented by a Force Majeure Event. Where a postponed engagement is rebooked to take place within three (3) months, any cancellation charge paid is credited in full against the rebooked engagement. A cancellation charge under this clause is not an Early Termination Charge.

Support Credits

S5.4 Where MJM Technology issues Support Credits in connection with a service failure, such credits shall be applied against the next invoice for recurring Services or, where no further invoice is due, paid to the Customer within ten (10) Business Days. Support Credits: (a) have no cash value, except where clause S5.4 requires payment to the Customer; (b) are not transferable; (c) expire twelve (12) months after issue; and (d) represent the Customer's sole financial remedy for the relevant service failure, without prejudice to the Customer's rights under clause 11.1 and clause 11.2, and unless MJM Technology has acted with gross negligence or wilful misconduct, in which case clause 6.4 applies.

This Agreement is entered into as of the date last signed below. By signing, each party confirms it has read and agrees to these Terms and Conditions, including the Schedules, and in particular clause 3 (Term and Automatic Renewal) and clause 11 (Termination and Suspension). The plain-English summary boxes are provided for convenience only and do not form part of the legal terms.

EXECUTION

This is the published copy of these Terms and Conditions, provided for reference. The version that binds a Customer is the copy executed by both parties, carrying the signature, name, title and date of each, which is supplied to the Customer on completion. The plain-English summary boxes are provided for convenience only and do not form part of the legal terms.