

MJM TECHNOLOGY LTD

CUSTOMER TERMS AND CONDITIONS

Version MJM-TC-01 (v1.0) | Effective 1 May 2026

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, your Order wins first, then the Service Description, then these terms, then the Schedules.

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 any Order, Schedule, or Service Description accepted in writing by MJM Technology.

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

“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.

“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.

“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.

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

“ETF” means Early Termination Fee as defined in clause 11.5.

“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 of twelve (12) months commencing on the Commencement Date, as specified in the Order.

“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.

“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.

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

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

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

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

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

“Renewal Term” means each successive period of twelve (12) months following expiry of the Initial Term or the previous Renewal Term.

“Service Description” means a document, schedule, or statement of work setting out the specific scope, deliverables, SLAs, and service-level targets applicable to a particular Customer, which supplements but does not replace these Terms and Conditions.

“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.

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

1.2 In the event of any conflict or inconsistency, the order of precedence shall be: (1) the Order; (2) any Service Description; (3) these Terms and Conditions; and (4) any Schedule.

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

1.4 Headings 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.

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 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.

3. TERM AND AUTOMATIC RENEWAL

IN PLAIN ENGLISH

Your contract runs for 12 months and renews automatically for a further 12 months unless either of us gives at least 90 days' written notice before the renewal date. We'll aim to remind you about 60 days before renewal, but please diarise the date — the renewal happens even if the reminder doesn't arrive.

3.1 Each Order shall commence on the Commencement Date and shall continue for the Initial Term, unless terminated earlier in accordance with clause 11.

3.2 Unless either party gives written notice to terminate the Agreement no less than ninety (90) days before the expiry of the Initial Term or any Renewal Term, the Agreement shall automatically renew for a further Renewal Term on the same terms and Charges (subject to any price adjustment under clause 4.5).

3.3 MJM Technology will endeavour to send the Customer a written reminder of the upcoming renewal not less than sixty (60) days before the relevant renewal date, but failure to send such a reminder shall not prevent automatic renewal under clause 3.2.

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

4. PRICE AND PAYMENT

IN PLAIN ENGLISH

We invoice monthly in advance and collect by Direct Debit within 30 days. 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 with notice. Late or failed payments attract a £25 admin fee and statutory interest, and we can pause services if an undisputed invoice is more than 15 days overdue — after warning you first. If you think an invoice is wrong, tell us within 10 working days and we'll sort it out; you only need to pay the undisputed part on time.

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 Recurring Charges for Services shall be invoiced monthly in advance on the first Business Day of each calendar month. Charges for Equipment and one-off Professional Services shall be invoiced on or after delivery or completion.

4.3 The Customer shall pay all invoices by Direct Debit within thirty (30) days of the invoice date. The Customer authorises MJM Technology to collect recurring Charges by Direct Debit and agrees to execute 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, at its discretion, require payment of all outstanding Charges by BACS or other immediately available funds before resuming or continuing the provision of Services.

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. For the avoidance of doubt, price increases from third-party suppliers, software vendors, or network providers may be passed through to the Customer at any time, with reasonable prior notice.

4.6 If the Customer disputes an invoice in good faith, it shall notify MJM Technology in writing within ten (10) Business Days of the invoice date, setting out the nature and amount of the dispute. Undisputed amounts shall be paid by the due date. The parties shall endeavour to resolve disputes within twenty (20) Business Days.

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.

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.

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. Hardware carries the manufacturer's warranty — we'll help you claim on 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 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.

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.

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 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. For the avoidance of doubt, SLA 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. 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 specific back-up service confirmed in writing by MJM Technology; and

(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.

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 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.

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 it takes priority on data matters. You stay the 'data controller' of your own data.

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. In the event of any conflict between the DPA and these Terms and Conditions, the DPA shall prevail in relation to data processing matters.

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 and hold harmless MJM Technology against all claims, liabilities, fines, and costs arising from any breach by the Customer of its obligations as data controller.

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. 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, 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

Either of us can end the contract with 90 days' notice expiring at the end of the current term, or immediately if the other side seriously breaks the contract and doesn't fix it within 30 days, or becomes insolvent. If you leave early without that kind of cause, the remaining contract value becomes payable as an early termination fee. If we end the contract without cause, you owe nothing extra.

11.1 Either party may terminate this Agreement (or any individual Order) by giving not less than ninety (90) days' written notice to the other party, such notice not to expire before the end of the Initial Term or any Renewal Term then current.

11.2 Either party may terminate this Agreement (or any individual 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 without liability where:

- (a) the Customer fails to pay any undisputed sum in accordance with 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, regulatory, or reputational risk.

11.4 If MJM Technology terminates this Agreement due to the Customer's material breach under clause 11.2(a), the Early Termination Fee shall become immediately due and payable.

11.5 If the Customer terminates this Agreement (or any Order) before the expiry of the Initial Term or any Renewal Term (other than under clause 11.2), or if MJM Technology terminates due

to Customer default, the Customer shall pay to MJM Technology an Early Termination Fee equal to one hundred percent (100%) of all remaining Charges that would have been payable from the date of termination to the end of the then-current Term. The ETF represents a genuine pre-estimate of MJM Technology's losses and is not a penalty.

11.6 Where MJM Technology terminates this Agreement without cause (i.e., other than under clause 11.2), the Customer shall not be liable to pay the ETF.

12. EFFECTS OF TERMINATION

IN PLAIN ENGLISH

When the contract ends: outstanding invoices fall due, licences end, 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 everything's paid). We keep your data 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;
- (b) each party shall promptly return or (at the other party's election) securely destroy all Confidential Information of the other party;
- (c) all outstanding Charges shall become immediately due and payable; and
- (d) MJM Technology shall provide the Customer with reasonable transition assistance for a period not exceeding thirty (30) days at its then-current Professional Services rates, provided that all Charges (including any ETF) have been paid in full.

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, 9, 10, 12, 13, 14, and 15), shall survive and remain in full force and effect.

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.

13. EXCLUSIONS AND LIMITATIONS OF LIABILITY

IN PLAIN ENGLISH

If something goes wrong, our total liability is capped at what you paid us under the relevant order in the previous 12 months. We're not liable for lost profits, lost data, or knock-on losses, or for problems caused by missing backups or updates that were outside the service you bought. Nothing in this contract limits liability for death, personal injury or fraud.

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;
- (b) any indirect, special, incidental, or consequential loss; or
- (c) any loss arising from the Customer's failure to maintain adequate backups, security controls, or software updates outside the scope of the Services,

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 any Order shall not exceed the total Charges paid by the Customer under that Order in the twelve (12) months immediately preceding the event giving rise to the claim.

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.

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; you can't transfer the contract without our consent; 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.

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 by written notice without liability (other than for Charges already accrued and Equipment already delivered).

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 No variation of this Agreement shall be effective unless it is in writing and signed by authorised representatives of both parties.

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 (with read receipt or written acknowledgement from the recipient); 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). 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.

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. MJM Technology will, where reasonably practicable, assist the Customer to make a warranty claim with the manufacturer, but 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), what's not (on-site visits, training, projects), and 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; and
- (f) Reporting — provision of periodic service and health reports as agreed with the Customer.

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 Professional Services rates 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; or
- (f) support for issues caused by the Customer's unauthorised modifications to systems.

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 passed through to the Customer at cost plus MJM Technology's then-current margin.

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 Professional Services rates.

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 our published rates — 1.5x for evenings and Saturdays, 2x for Sundays and Bank Holidays. Cancelling a booked engagement at short notice incurs a charge (50% within 10 working days, 100% within 5). Service credits offset future invoices 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 MJM Technology's then-current published rates. Current standard rates are: Standard rate (Business Hours): as notified in writing by MJM Technology from time to time. Out-of-Hours rate (outside Business Hours, weekends, and Bank Holidays): 1.5x the standard rate for weekday evenings and Saturdays; 2x the standard rate for Sundays and Bank Holidays. MJM Technology will notify the Customer of any changes to its published rates with not less than thirty (30) days' written notice.

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.

Support Credits

S5.4 Where MJM Technology issues Support Credits in connection with a service failure, such credits may be applied against future invoices for recurring Services. Support Credits: (a) have no cash value; (b) are not transferable; (c) expire twelve (12) months after issue; and (d) represent the Customer's sole remedy for the relevant service failure unless MJM Technology has acted with gross negligence or wilful misconduct.

EXECUTION — CUSTOMER TERMS AND CONDITIONS

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. The plain-English summary boxes are provided for convenience only and do not form part of the legal terms.

For and on behalf of MJM Technology Ltd

Signature:

Name:

Title:

Date:

For and on behalf of the Customer

Signature:

Name:

Title:

Date:
