

Square Box Systems Terms of Business

Last updated 23rd January 2019

Terms of Business

This agreement ("Agreement") is made up of these terms and conditions together with the applicable quotation referring to these terms and conditions ("Quotation") and/or the applicable statement of work referring to these terms and conditions ("Statement of Work") and shall govern any activities, services and/or provision of software undertaken by Square Box Systems Ltd (Square Box), a company incorporated and registered in England and Wales with registered address Office 40, Lake View House, Tournament Fields, Warwick, CV34 6RG, United Kingdom, and company number 3819556 (Square Box) to you ("Services") that is not subject to :

- End User License Agreement (EULA) – for a CatDV software product software owned and licensed to you by Square Box
- Square Box Software Resale Agreement – for products owned by other manufacturers and licensed to you by Square Box Systems
- Square Box Maintenance Support Agreement – for CatDV maintenance support services including technical support and CatDV product upgrades

Services

Square Box shall issue a description of the Services including the corresponding charges ("Charges") either on a Quotation document or as a Statement of Work defining the Services to be delivered. Quotations and/or Statements of Works unless signed by Square Box and you are valid for 30 days unless otherwise stated in the Description of Services, afterwards a new quotation and/or Statement of Work will be required which may have increased Charges.

To indicate your acceptance of the description of the Services contained in the Quotation or Statement of Work, You will issue a purchase order for the Services, within the validity period referred to above. Your purchase orders may be provided to your CatDV software product reseller or distributor, where applicable. You agree that your purchase order will not contain any additional terms and conditions or vary the terms of this Agreement in respect of the Services and to the extent that terms and conditions are attached to your purchase order they will be deemed void. .

In consideration of payment by you of the Charges, Square Box agrees to provide the Services subject to the terms and conditions set out in this Agreement.

Although Square Box will use reasonable endeavours to deliver the Services on a timely basis (subject to availability of personnel and the size and complexity of the Services), time shall not be of the essence. Square Box will not be liable for any failure to perform the Services according to estimated timeframes. Services will be deemed to be completed on the date of delivery which may be notified to you by Square Box in writing.

Square Box shall decide the most appropriate method and personnel to perform the Services, and may substitute personnel at any time. Square Box may sub-contract all or part of the Services to another organisation at its discretion . This Agreement is non-exclusive and you acknowledge that Square Box may provide similar Services to other customers.

Payment

You agree to pay the Charges (as specified in the Quotation and/or Statement of Work) without the right to set-off. Charges may be on a time and materials basis or as a fixed fee basis. You agree to pay reasonable travel and subsistence costs that may be incurred in the performance of the Services.

Where specified in the applicable Quotation and/or Statement of Work you will pay the Charges to our authorised third party (for example a CatDV distributor or reseller) and receipt of payment by that third party will be deemed to be receipt of payment by Square Box).

Payment is due within 14 days of the Services being completed, or as specified in the Quotation and/or Statement of Work. Square Box reserves the right to charge interest on overdue amounts at the statutory rate. Square Box reserves the right to provide time limited access to any deliverables and / or suspend any remaining Services until Charges are received.

The Charges are exclusive of VAT and you are responsible for any and all taxes due.

Intellectual Property Rights

Nothing in this Agreement is intended to transfer any intellectual property rights from Square Box to you unless expressly stated. Any intellectual property rights created in connection with the Services will belong to and vest in Square Box. Subject to receipt of all Charges, Square Box shall grant you a non-exclusive, royalty-free, non-transferrable license to use the intellectual property rights set out in the Quotation and/or Statement of Work solely to the extent necessary for you to benefit from the Services as set out in the Statement of Work. You agree not to use such intellectual property rights in any other manner or form. You hereby assign all existing and future intellectual property rights in the Services and anything derived therefrom to Square Box and shall take all reasonable steps set out by Square Box (at its cost) to give effect to this paragraph.

You grant to Square Box a royalty-free, perpetual, non-exclusive license to use any and all intellectual property rights in your materials which are required by Square Box to perform the Services.

Warranty

Square Box shall perform the Services with reasonable skill and care. Except as expressly set out in this Agreement, all warranties, conditions and terms (whether express or implied by statute, common law or otherwise, including satisfactory quality, fitness for purpose and suitability) are excluded to the fullest extent permitted by law.

You are solely responsible for making backup copies and safeguarding any files or data.

Limit of Liability

Square Box shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, arising under or in connection with this Agreement for: (i) loss of: profits, sales, business, revenue, anticipated savings, business opportunity, goodwill, reputation, data (ii) any special, indirect or consequential loss or damage and/or (iii) any business interruption. Other than the losses set out immediately above, Square Box's maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise shall be limited to an amount equivalent to the Charges paid in the previous 12 month period. Nothing in this Agreement shall exclude our liability for death, personal injury, fraud, fraudulent misrepresentation or any other liability which cannot be excluded at law. This clause will survive termination or expiry of this Agreement.

Confidentiality

Square Box and you agree that certain confidential information (including but not limited to know-how, documents, company strategy, pricing information, alliances, future product information, customer information, user guides, software and anything marked as confidential) may be exchanged throughout the performance of the Services. Each party shall hold each other's confidential information in confidence and shall not use such confidential information for any purpose other than the implementation of this Agreement or disclose such confidential information to any third party. Nothing in this Agreement shall prevent disclosure of confidential information where required to so by law and/or a regulatory authority. Information which is already in the public domain without a breach of this Confidentiality provision, has been independently created by the other party or was previously known by the other party such creation and/or knowledge being capable of independent substantiation, shall not be deemed to be confidential information. Disclosure of confidential information may be permitted with prior written consent of the other

party. The provisions of this paragraph are intended to survive termination of this support maintenance agreement and shall remain in force for 3 years thereafter.

This paragraph shall apply only to data originating in the European Union. The definitions and interpretations in the Data Protection Act 2018 (DPA 2018) (and any subsequent amendment or re-enactment that does not substantively change the original enactment) ("**the Act**") shall apply to this paragraph. Where necessary to enable Square Box to deliver the Services, for such purposes Square Box shall have your authority to process personal data, but not sensitive personal data, on your behalf in accordance with this paragraph. When Square Box does so, it shall collect, process and store information in line with GDPR regulations, and shall act on your instructions only and it shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Square Box shall not transfer any personal data outside of the EEA without your prior written consent, and will not sell or rent personal data or otherwise intentionally reveal them to any third party, unless required to do so by law. In accordance with the EU GDPR, you have the right to access, request a copy of, or request deletion of, information we hold about you. Please email info@squarebox.com and someone will respond to you within 40 days.

Term

This Agreement will commence on the date which Square Box receives your purchase order related to the applicable Quotation or Statement of Work and shall remain in force until one year from the last date the Services are delivered. Thereafter this Agreement shall automatically terminate unless the parties otherwise agree in writing.

You may terminate this Agreement and any associated Services upon 30 days written notice in advance, however expenses and Charges payable up until the point of termination remain due together with any third party costs incurred by Square Box which cannot be avoided at the date of termination.

Either party may terminate this Agreement immediately upon notice in writing to the other party in the event that the other party commits a breach of its obligations under this Agreement and such breach is material and cannot be remedied; or such breach is material and possible to remedy and that other party fails to remedy such breach within thirty (30) days of having been required in writing to remedy such breach.

Either party may terminate this Agreement immediately upon notice in writing to the other party in the event that the other party becomes insolvent, is wound up, enters into liquidation, has a receiver appointed, or undergoes any similar procedure available in the country in which it is established.

Third Party Software

If you require Square Box to use any third party software (including audio or video codecs) in connection with the Services, you warrant and represent that it you are authorized and licensed to use the software, and that you have obtained all authorization(s), licences and consents required for Square Box to use it on your behalf. You shall be solely responsible for the operation and integration of such third party software and will ensure any third party software does not harm your devices or their operation. You shall defend, indemnify and hold harmless Square Box against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim that Square Box's performance of the Services infringes such third party software provider's intellectual property rights.

Other

Neither Square Box nor you shall be in breach of this Agreement or liable for any delay in performing (or failure to perform) any of its obligations under this Agreement where such delay or failure arises from events beyond its reasonable control. If the period of delay lasts for 3 months then the other party may elect to terminate this Agreement by providing written notice.

No failure or delay by Square Box or by you to exercise any right or remedy provided under this agreement or by law shall constitute a waiver.

No variation of this Agreement shall be effective unless it is in writing and signed by both parties, save that Square Box may at its discretion update certain terms of this Agreement from time to time, in the event that updates are made you will be notified in writing in advance.

If any part of this Agreement becomes invalid, illegal and/or unenforceable, then it shall be deemed to be modified to the extent necessary to make it valid, legal and enforceable.

This Agreement (together with the Quotation and/or any Statement of Work) contains the entire agreement between us and you with respect to the subject matter of this Agreement (the "**Subject Matter**") and supersedes and replaces all other written and oral communications between us and you relating to the Subject Matter. Except for the express provisions in this Agreement (and any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law. Square Box and you hereby confirm that neither Square Box nor you have relied upon any representations, communications or other matters which have not been expressly stated in this Agreement, whether as an

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inducement to enter into this Agreement or otherwise. Notwithstanding any provision to the contrary, nothing in this Agreement limits or excludes our or your liability for fraudulent misrepresentations.

Square Box may subcontract, assign, novate or otherwise transfer its rights and obligations under this Agreement to another organization, this will not affect your rights under this Agreement. Otherwise, this Agreement may not be assigned, novated or otherwise transferred.

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

In the event of any conflict or inconsistency between this Agreement and the Quotation or Statement of Work, the Quotation or Statement of Work shall take precedence over the terms and conditions of this Agreement.

Nothing in this Agreement is intended to establish any partnership, agency or joint venture. Square Box and you agree that we are each acting on our own behalf and not for the benefit of anyone else.

The rights and remedies in this Agreement are in addition to, and not exclusive of, any rights or remedies at law.

This Agreement is governed by English law and any dispute or claim arising in connection with it shall be subject to the exclusive jurisdiction of the English courts.