

## Sapien IT – Terms and Conditions

This Software Hosting Services Agreement ("Agreement"), is made as of the Order Date of the service, by Sapien IT Services Ltd, 50 The Street, Gazeley, CB8 8RB registered in England, company number 06818183, hereby known as "Sapien IT".

### 1 Definitions

"Sapien IT" means Sapien IT Services Ltd, 50 The Street, Gazeley, CB8 8RB

### 2 Services

This agreement covers any services that Sapien IT provides for a customer, which includes, but is not exclusively: Email hosting, Website hosting, VoIP Telephone services, Web hosting, Remote desktop support, Cloud backup, General IT support. Sapien IT provides a number of services through third parties and this agreement covers services provided by those third parties.

### 3 Services

Sapien IT will provide the Customer services solely for the purpose of the purpose that was intended at the time of configuration and initial setup or as amended by written instructions from the customer. All other software and services shall be the responsibility of the Customer. Sapien IT reserves the right to modify any Service from time to time. Customer may terminate a Service without penalty in the 30 days following notice from Sapien IT of the implementation of any change to a Service that has a material adverse effect on the functionality of that Service.

### 3 Customer Responsibilities

At Sapien IT's request, the Customer agrees to defend, indemnify and hold harmless Sapien IT from any losses, damages, costs, liabilities or expenses resulting from any third party claim or allegation ("Claim") arising out of, or relating to, use of the Services, including any Claim which, if true, would constitute a violation of the Policy.

### 4 Service Levels

Sapien IT will make every effort to ensure services are available during normal UK business hours.

### 5 Technical Support

Sapien IT Support shall be available via telephone and email during the hours of 8:00 a.m. to 5:00 p.m., UK time, Monday through Friday, excluding national holidays.

## 8 Warranties

Sapien IT makes no warranties of any kind, whether express or implied, for the services it is providing either directly or through a third party, and disclaims any warranty of title, merchantability, non-infringement or fitness for a particular purpose. Sapien IT exercises no control over and accepts no responsibility for the content of the information passing through the Services. Sapien IT specifically denies any responsibility for the accuracy or quality of information obtained through the Services. Use of any information obtained via the Services is at Customer's own risk.

## 9 Limitation of Damages

In no event shall Sapien IT or any of Sapien IT's suppliers or 3<sup>rd</sup> parties or be liable for any consequential, indirect, special, punitive, or incidental damages of any kind (including, but not limited to, loss of use, interruption of business, lost profits, lost revenue, or lost data), nor shall Sapien IT or Sapien IT's suppliers or 3<sup>rd</sup> parties be liable for direct damages to the extent permitted by applicable law.

## 11 Data Ownership; Loss

All data created or transmitted by the Customer and stored on Sapien IT servers, or servers held by a third party, as part of the Services ("Customer Data") shall at all times be owned by the Customer. Except as instructed by the Customer directly or through instructions provided to the servers through the Customer's use of the supplier Software, Sapien IT shall treat the Customer Data as Confidential Information. Upon termination or cancellation of this Agreement for any reason, Sapien IT shall return all Customer Data to the Customer in the file format used by the supplier Software. As a convenience for the Customer, Sapien IT or third party suppliers to Sapien IT and third party suppliers to Sapien IT shall perform a regular backup of all Customer Data, but Sapien IT and 3<sup>rd</sup> party suppliers used by Sapien IT shall in no event be liable to the Customer or any third party for loss, destruction or corruption of the Customer Data.

## 12 Security

The Customer is solely responsible for the security of the user names and passwords issued to the Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by the Customer.

## 13 Force Majeure

Sapien IT shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labour disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which are beyond Sapien IT's reasonable control.