

Business terms and conditions

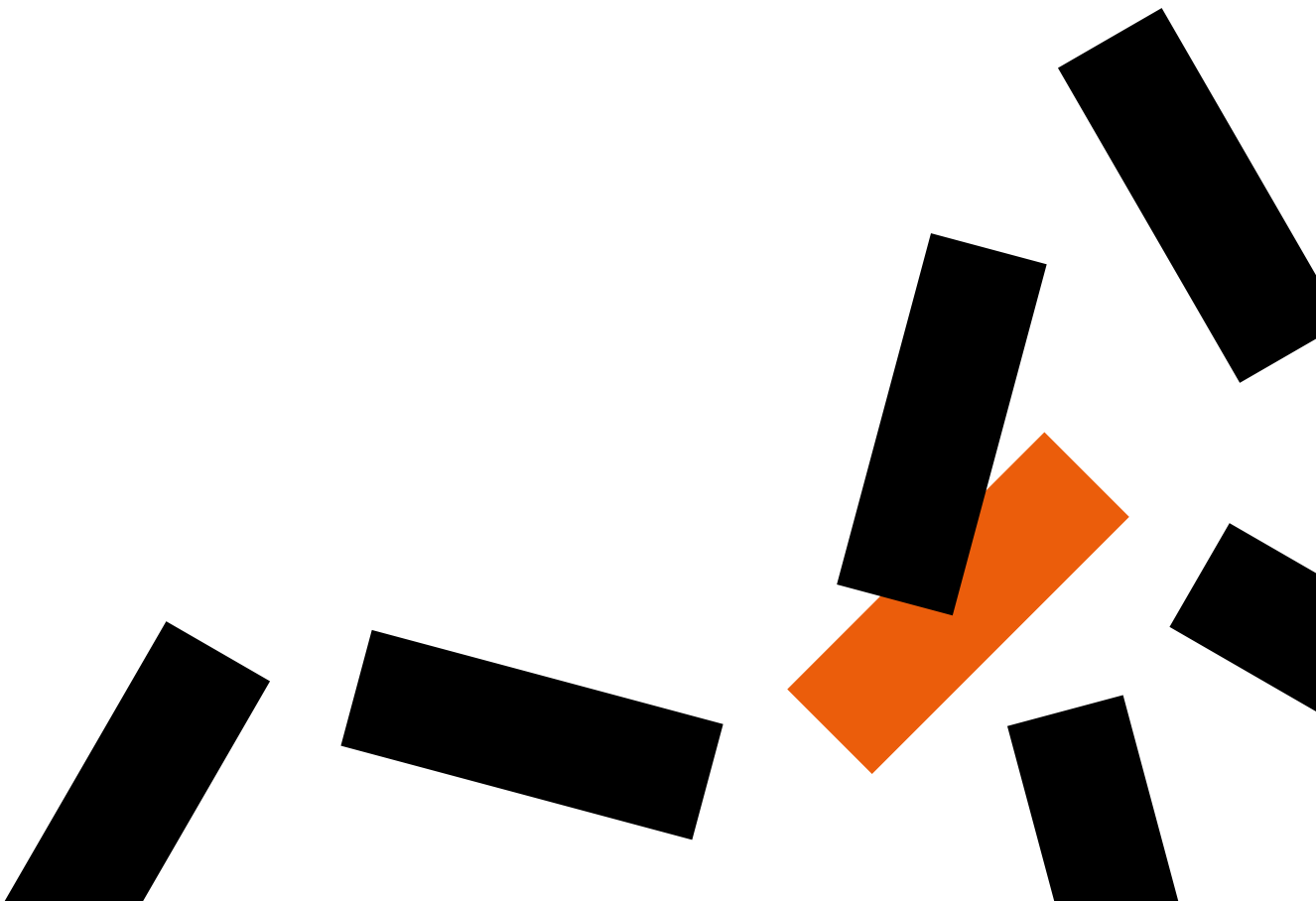


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Business terms and conditions

Jigsaw Systems Limited

These conditions are the only contractual terms upon which Jigsaw Systems Limited (trading as Jigsaw24) whose registered office is at 40 High Church Street, New Basford, Nottingham, NG7 7JA registered with company number 2682904 and registered for VAT purposes with number 610706674 (“we” or “us” or “our”) is prepared to deal with its business customers and will govern all contracts for the supply of goods and/or software and/or Support Services formed by our acceptance of a customer order or a customer’s acceptance of our quotation to the exclusion of any other contractual terms, including any which a customer attempts to introduce.

We may change these terms from time to time. Please check them before you make another purchase.

1. General

1.1 In these conditions:

- 1.1.1 “Contract” means the agreement between us and you for the supply of Products or any Support Services (as applicable) in accordance with these terms and conditions.
- 1.1.2 “Data Privacy Legislation” means the Data Protection Act 2018 together with all applicable legislation relating to privacy or data protection.
- 1.1.3 “Goods” means the equipment to be supplied under these conditions as stated on our quotation or order acknowledgement, as appropriate.
- 1.1.4 “Products” means Goods and/or Software.
- 1.1.5 “Software” means the computer programs to be supplied under these conditions as stated on our quotation or order acknowledgement, as appropriate.
- 1.1.6 “Support Services” means the ‘Collect and Return Warranty’ support services which you may purchase from us in respect of certain Goods.
- 1.1.7 “You” means the person submitting an order for Products and/or Support Services.

1.2 An order shall only be deemed to be accepted when we issue a written acceptance of the order, at which point the Contract shall come into existence. We will only agree to sell Products to you subject to their availability, and accordingly the Contract may be cancelled by us in writing (without liability to you) if products cannot, within a reasonable period, be acquired by us for resale to you.

1.3 We may, prior to accepting any order, carry out a credit check on your business, and then will only accept your order if we are satisfied with the results of such a check. By placing an order, you are confirming that you are happy for us to carry out such a check. You agree that we may also use personal information provided by you in order to conduct appropriate anti-fraud checks. You understand that information, including personal information, that you provide may be disclosed to a credit reference or fraud prevention agency, and they may keep a record of that information.

1.4 These terms and conditions may only be modified by a written variation signed by one of our directors. No other action by us (including delivery of Products) is to be construed as our acceptance of any other terms and conditions.

1.5 These terms and conditions, together with any matters referred to on our quotation or order acknowledgement (as appropriate) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications.

- 1.6 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document (whether written, oral or in electronic form) issued by us may be corrected by us without liability.
- 1.7 In accordance with section 1(2)(a) of the Contracts (Rights of Third Parties) Act 1999 the parties intend that no term of this agreement may be enforced by a third party.
- 1.8 Clause headings are for convenience only and do not affect the interpretation of these conditions. Reference in these conditions to a statutory provision will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. Words in the singular include the plural and vice versa.
- 1.9 The carrying out by us of any professional services will be governed by Appendix 1: Professional Services Addendum in conjunction with these terms and conditions to the exclusion of any other terms.
- 1.10 The carrying out by us of any support and maintenance of Goods will be governed by our standard support terms (available at: www.Jigsaw24.com/support-offer-terms-conditions) to the exclusion of any other terms.
- 1.11 Your attention is in particular drawn to conditions 2, 3, 8, 9 and 20.

2. Warranty

- 2.1 We warrant that Goods will, at the time of delivery, be free from defects in workmanship and materials, and correspond in all material respects with the relevant product specification. If any Goods do not conform to this warranty then we will at our option either remedy the defect in question, replace the defective Goods or refund the price of the defective Goods. This remedy is the only remedy available to you for a breach of this warranty and is only available on condition that:
 - 2.1.1 you notify us in writing of the defect within 7 days of delivery or, in the case of defects not apparent on reasonable inspection, within 3 months of delivery;
 - 2.1.2 defective Goods are returned to us within 7 days of written notification referred to in clause 2.1.1 or, in the case of defects not apparent on reasonable inspection, within 3 months of delivery; and
 - 2.1.3 our examination of defective Goods at our premises discloses to our satisfaction that the defect has not been caused by (a) your misuse, neglect, failure or inadequate maintenance, accident, improper storage, installation or handling, or (b) repair or alteration by a third party,

Where we determine that clause 2.1.3 is triggered, you will refund to us the cost of any such examination where the remedy referred to under this condition is not available, together with, at our option and discretion, a restocking fee of up to 20% of the price of the Goods in order to cover our reasonable administrative expenses only.
- 2.2 We will so far as we are reasonably able pass on to you the benefit of all warranties received by us from the manufacturer of the Products but we do not guarantee this, unless otherwise expressly stated.
- 2.3 Where Goods are returned under clause 2.1 we will bear the cost of delivering any repaired or replacement Goods to you (subject to levy of any repacking fee due under clause 2.4) and will, where you have returned Goods to us within 14 days of delivery, reimburse your reasonable postage costs in returning the Goods where the method of postage has been agreed in advance. We will not be liable for any delivery costs where no remedy is available under clause 2.1. We recommend that you obtain insurance equivalent to the cost of the Goods when returning. We cannot be responsible for returns not received.
- 2.4 Goods returned by you to us for any reason must be returned in their original packaging in substantially the same condition as they were delivered to you and must bear a return identification number clearly visible on the exterior (such number to be obtained from us prior to return of Goods by you). We will not accept liability for Goods returned without such identification number. We may charge a reasonable fee for repackaging Goods returned to us in a poorly packaged state due to damage or misuse.
- 2.5 Software (and its use) will be subject to the terms of the manufacturer's licence contained within the software itself (and accessed upon loading) or within or upon the packaging of the Software. Such licence will state the extent of the manufacturer's liability for the Software. We cannot accept any liability whatsoever for any defect or error in the same other than where this has been caused by our negligence or default.

- 2.6** We will supply any Support Services which you purchase from us with reasonable skill and care and in accordance with the written specification which we have provided to you for those Support Services.
- 2.7** If the Support Services which you purchase from us are not in accordance with clause 2.6 above, or do not do what we say in writing that they will do, you should notify us in writing within 28 days of their supply or within a reasonable time from their supply for defects which are not apparent to you following supply of the Support Services. If the Support Services are not in compliance with clause 2.6, above, or do not do what we say in writing that they will do, we will either remedy the defect in question, re-supply the defective Support Services or refund the price (or the part of the price) of the defective Support Services (or part or the Support Services). This warranty does not apply to Software, which is dealt with at clause 2.5, above.

3. Limitation of liability

- 3.1** These terms and conditions do not apply to Consumers and, therefore, nothing in these terms and conditions affects the statutory rights of a consumer as defined under the Consumer Rights Act 2015. All conditions, warranties or representations not contained in these conditions and implied by statute or law are excluded or restricted to the fullest extent permitted.
- 3.2** This clause together with clause 2 state our only liability to you under or in connection with a Contract.
- 3.3** Without prejudice to clauses 3.4 and 3.5, we will not be liable to you by way of representation, common law duty or under any express or implied term of the contract for:
- 3.3.1 loss of profits;
 - 3.3.2 loss of sales or business;
 - 3.3.3 loss of agreements or contracts;
 - 3.3.4 loss of anticipated savings;
 - 3.3.5 loss of use or corruption of software, data or information;
 - 3.3.6 loss of or damage to goodwill; or
 - 3.3.7 any indirect, special or consequential loss or damage,

in each case (whether caused by our negligence or that of our employees, agents or otherwise) arising in connection with the supply of Products and/or Support Services or their use by you.

- 3.4** Our entire liability in connection with a Contract will not exceed 100% of the total purchase price of the Products and/or any Support Services (in aggregate) in the preceding 12-month period, up to a maximum of £100,000.
- 3.5** Notwithstanding any other provisions of these terms and conditions, nothing limits the liability of either party which cannot be legally limited, including:
- 3.5.1 death or personal injury resulting from negligence or that of our employees, agents or subcontractors;
 - 3.5.2 fraud or fraudulent misrepresentation.

4. Price

- 4.1** The price for Products and/or Support Services will be that stated on our quotation, invoice or order acknowledgement (as appropriate). We may vary the price to the extent that the cost to us of acquiring or supplying Products is increased between the date of quotation or order acknowledgement (as appropriate) and delivery including, without limitation, increases in the costs of carriage packaging or insurance or arising from a change in exchange rate, a change in delivery dates, quantities or specifications for Products requested by you or delay caused by your instructions.
- 4.2** Prices quoted by us are, unless otherwise stated, exclusive of (a) value added tax or any similar taxes, levies or duties, (b) the costs of carriage, delivery, packaging and insurance, and (c) our handling charges, all of which will be added to or charged on our invoices at the appropriate rates and paid by you.

5. Payment

- 5.1** Unless otherwise agreed in writing, you must pay for Products (and any Support Services ordered by you) prior to the dispatch of the Products to you by such means as we may notify you of. Where the Products and/or Support Services are supplied on credit terms granted at our discretion, payment will be made by you by the end of the month following our invoice date. Where credit terms are granted, payment by corporate American Express card will result in additional charges.
- 5.2** Where any payment to be made by you under the Contract is not made by its due date then, without prejudice to our other rights and remedies, we may:
- 5.2.1 charge interest at a rate of 4% above the base rate of the Bank of England on the outstanding amount on a day-to-day basis from time of the due date until the sum due is paid in full; or
 - 5.2.2 withhold further deliveries, suspend performance of the Contract and/or withhold guarantees on previously supplied Products until arrangements as to payment or credit have been established on terms which are satisfactory to us.
- 5.3** Where Products are to be delivered in instalments, each delivery constitutes a separate contract and failure by us to deliver any one or more of the instalments in accordance with these conditions or any claim by you in respect of any one or more instalments will not entitle you to treat the Contract as a whole as repudiated.
- 5.4** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.
- 5.5** Should credit facilities be provided, you undertake to notify us without delay of any material change in its finances, structure, share ownership and/or value of assets which may affect your credit status. In addition to any remedy available at law, failure to report any such changes may result in credit being withdrawn without prior notice. Your credit limit may be withdrawn or amended without prior notice by us. If credit facilities are withdrawn all invoices shall become immediately payable.

6. Delivery

- 6.1** Delivery of Products shall be made by us to the place designated by you in the accepted order or quotation, as appropriate. Delivery will be made during normal business hours. The Support Services (if applicable) shall be delivered in accordance with clause 12, below.
- 6.2** Unless otherwise expressly agreed in writing, any delivery date or time specified by us in any quotation, dispatch note or otherwise is a best estimate only and we will not be liable to you for any loss or damage sustained by you as a result of our failure to comply with such timescale.
- 6.3** If you pass or have a resolution passed for your winding up, a receiver is appointed over the whole or any part of your undertaking, an administration order is made against you, you enter into or propose to enter into any arrangement with your creditors, become unable to pay your debts (or have no reasonable prospect of so doing), suffer a bankruptcy order or commit a material breach of the Contract, then we may without prejudice to any other right immediately terminate the Contract, suspend or cancel further delivery and/or recover Products from you for which payment in full has not been received.

7. Risk and title

- 7.1** Risk in Products shall pass to you upon delivery.
- 7.2** Title to Software shall never pass to you. Title to Goods shall not pass to you until their full price and the price of any other goods which are the subject of any other contract between you and us has been paid. Until title passes, Goods shall be:
- 7.2.1 stored by you at your premises in such a manner that they are clearly identifiable as being our property and be kept separate from any other goods whether or not supplied by us;
 - 7.2.2 handed over to us on demand. We may re-take possession of such Goods and may enter onto your premises for such purpose;
 - 7.2.3 maintained in satisfactory condition and kept insured against all risks for their full price on our behalf from the date and time at which risk passes.
- 7.3** If you fail to pay for any Products in accordance with these conditions we may bring action against you for the price of the Products at any time notwithstanding that title in Products has not passed to you.

8. Damage or loss in transit

- 8.1** We shall repair or replace free of charge any Products damaged or lost in transit where delivery has been made by our carrier, provided that you give us written notification of such damage or loss within 7 days of the date of the order being dispatched from Jigsaw24, pending an internal investigation by our chosen courier.
- 8.2** If an order has been damaged, tampered with or partly received please make sure that the goods are kept securely at the delivery address so that our courier can make an onsite inspection. Any movement of the consignment away from the place of delivery (that isn't authorised by Jigsaw24) may void the transit claim with our chosen courier and will result in a repair/replacement not being issued.
- 8.3** Depending on the courier that is used for each delivery and the nature of the investigation, investigations times can take up to 30 days to be completed. We will keep you updated throughout the investigation, but the final decision has not been made until the courier investigation has been completed.

9. Apparent defects

- 9.1** If the quantity of Products delivered does not correspond with the quantity required to be delivered in that consignment you may not reject that consignment and may only:
- 9.1.1 (if the quantity delivered exceeds the Contract quantity) return the excess or retain the whole, in which latter case the price shall be adjusted at the Contract rate then prevailing; or
 - 9.1.2 (if the quantity delivered is less than the Contact quantity) require a further delivery of Products to make up the deficiency or (at our option) a refund of the appropriate part of the purchase price.
- 9.2** These rights are only available, however, where condition 2.1 is also satisfied.
- 9.3** You shall have no claim for the fact that Products delivered are of the wrong description unless clause 2.1 is also satisfied.

10. Installation

We may for an additional charge install and/or commission Products at your premises or elsewhere. Clause 3 shall apply to the provision of any installation or commissioning. Notwithstanding that we may be contractually committed to install and/or commission Products, Products shall be treated as delivered to you when the same are presented by us at the agreed delivery destination.

11. Specification

- 11.1** All drawings, photographs, illustrations, specifications, performance data, dimensions and the like used by us in sales literature, on web pages or other documentation have been provided by us in the belief that they are accurate. However, they do not constitute a description of the Products, and shall not be taken to be representations made by us and are not warranted to be accurate.
- 11.2** The specification for Products may be changed by the manufacturer at any time up to delivery and, provided such change does not materially alter the functionality of Products, you may not cancel your order. We will not be liable for any loss or damage suffered in connection with any change. We will use our reasonable endeavours to advise you of any such impending variation as soon as we are able or upon our receiving notice of the same (as appropriate). You must check specifications for the Products prior to placing an order.

12. Support / warranty services

- 12.1** If you have ordered a Jigsaw24 warranty we will, for the relevant Goods (or part of the Goods):
- 12.1.1 subject to clause 12.2, provide a 2, 3, 4 or 5 year limited warranty (as stated in your invoice) from the date of the purchase of the Goods ("Warranty Period") (which is in addition to the warranty provided at clause 2.1);
 - 12.1.2 provide you with telephone technical support between the hours of 8:30am and 6pm Monday to Friday for the Warranty Period commencing on the delivery of the Products (unless otherwise agreed with us);
 - 12.1.3 subject to parts availability, carry out repairs on the relevant Goods where defects are covered by the limited warranty noted at clause 12.1.1, above within 5 Working Days ("Working Days" being a Monday to Friday excluding bank or other public holidays) on a 'door to door' basis;
 - 12.1.4 carry out, on any Working Day (as defined in clause 12.1.3 above), collection and re-delivery of the relevant Goods within mainland UK being repaired under clause 12.1.3.
- 12.2** The warranty given at clause 12.1.1 and the other Support Services noted in clause 12.1 are subject to the following. They do not cover:
- 12.2.1 damage to the relevant Goods caused by accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than us), unauthorised modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;
 - 12.2.2 relevant Goods with a serial number that has been altered, defaced or removed;
 - 12.2.3 problems caused by a device that is not the relevant Goods, whether or not purchased at the same time as the relevant Goods;
 - 12.2.4 services necessary to comply with the regulations of any government body or agency arising after the date of the relevant contract;
 - 12.2.5 the provision of replacement equipment during the period when the relevant Goods are being repaired;
 - 12.2.6 relevant Goods that have been lost or stolen. The Support Services only cover relevant Goods that are returned to us in their entirety;
 - 12.2.7 cosmetic damage to the relevant Goods including but not limited to scratches, dents, and broken plastic on ports, that does not otherwise affect its functionality or materially impair your use;
 - 12.2.8 consumable parts, such as batteries, except where failure in the same has occurred due to a defect in materials and workmanship;
 - 12.2.9 preventative maintenance on the relevant Goods;
 - 12.2.10 damage to, or loss of, any software or data residing or recorded in the relevant Goods;
 - 12.2.11 defects caused by normal wear and tear or otherwise due to normal aging of the Product.
- 12.3** When providing a repair or replacement service, we will use reasonable endeavours to reinstall the relevant Goods' original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not originally included in the relevant Goods.

13. Intellectual property rights

No intellectual property rights in any of the Goods or Software are granted to, assigned or vested in you, other than the right to use the same. You will fully indemnify us against all liabilities, costs and expenses resulting from any claim that our use of any specification provided by you in connection with the Contract infringes the rights of any third party.

14. Cancellation

You may not cancel the Contract without our prior written consent and then only on condition that you forfeit any deposit for the Products and reimburse any losses we may suffer in connection with the cancellation.

15. Force majeure

We will not have any liability under these terms and conditions and may cancel or reduce the volume of Products to be delivered under it if we are prevented from or delayed in delivering or performing by any circumstances beyond our reasonable control, including, but not limited to: industrial action, war, fire, terrorism, pandemic, prohibition or enactment of any kind, or failures or acts on the part of our suppliers or sub-contractors or any other third parties (including your bank).

16. Assignment

We may freely assign, sub-contract or otherwise transfer in whole or in part these terms and conditions. You may not, however, do so without our written agreement.

17. Electronic communications

- 17.1** To the extent permitted by the laws of England and Wales, we may conduct transactions for the supply of Goods using an electronic commerce approach under which we will both electronically transmit and receive electronic communications. Where so conducted, this clause 17 will additionally apply.
- 17.2** For the purposes of this clause 17, an “e-communication” means any communication electronically transmitted by you to us through our website, or by us to your internet address in connection with the ordering, payment for and/or supply of Goods and including, without limitation, any order, order acknowledgement and electronic credit entries and requests; “originating party” means the party transmitting an e-communication; and “receiving party” means the party receiving such a communication.
- 17.3** You will provide and maintain the equipment, software, services and testing facilities necessary for you to effectively and reliably transmit and receive e-communications.
- 17.4** Any e-communication will be deemed received, where you are the receiving party, upon arrival at your mailbox at the internet address apparent from your order or, where we are the receiving party, when the e-communication is accessed by us in intelligible form. The receiving party will promptly notify the originating party if an e-communication is received in unintelligible form provided that the originating party can be identified. In the absence of such notice, our record of the contents of any such e-communication will prevail.
- 17.5** Any Contract formed through the transmission of e-communications will be deemed to have been formed in England.

18. Privacy & Data Protection

- 18.1** We will only use your personal information as set out at: www.Jigsaw24.com/privacy-notice.
- 18.2** Both parties will comply with all applicable requirements of the Data Privacy Legislation. This Clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Privacy Legislation.

19. Confidentiality

- 19.1** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 19.2.
- 19.2** Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 19; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3** No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

20. Your Obligations

- 20.1** You shall:
- 20.1.1 co-operate with us and the manufacturer in all matters relating to the Support Services;
 - 20.1.2 if applicable, warrant that you will pass through any and all of the manufacturer's applicable terms and conditions (in an agreed form) to your customer prior to the delivery of the Goods;
 - 20.1.3 ensure that you obtain and maintain all necessary licences, permissions and consents which may be required for the Goods before the date on which the Goods are to be used;
 - 20.1.4 comply with all applicable laws in your performance of the Contract;
 - 20.1.5 comply with our anti-bribery policy as provided by us to you from time to time and promptly report to us any request or demand for any undue financial or other advantage of any kind given or received by you, and (if applicable) your customer or any of their sub-contractors in connection with the performance of a Contract;
 - 20.1.6 comply with any additional obligations as set out in a quotation, the Support Services specification and the Goods specification; and
 - 20.1.7 notify us if your VAT registration is amended in any way.
- 20.2** If our performance of any of our obligations under a Contract is prevented or delayed by any act or omission by you or (if applicable) your customer or failure by you to perform any relevant obligation ("Customer Default"):
- 20.2.1 without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Support Services or delivery of the Goods until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case only to the extent the Customer Default prevents or delays our performance of any of our obligations;
 - 20.2.2 We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 20.2; and
 - 20.2.3 You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly from the Customer Default.

21. General

- 21.1** These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 21.2** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 21.3** Notices required or permitted to be given under these conditions must be in writing (including without limitation by email) addressed to the relevant party at its registered office or principal place of business.
- 21.4** No waiver by us of any breach of these terms and conditions by you is considered as a waiver of any subsequent breach of the same or any other provision. If any provision of these terms and conditions is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 21.5** If any provision or part-provision of these terms and conditions or a Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions or a Contract.

Jigsaw24 Support Services:

40 High Church Street, Nottingham, NG7 7JA.

03332 400 100

www.Jigsaw24.com

Registered in England and Wales 2682904. VAT Registration No. 610706674.

We acknowledge receipt and agree to the terms of this agreement:

Company name

Name

Title

Signature

Date

Jigsaw Systems Limited

Name

Title

Signature

Date

Appendix 1: Professional Services Addendum

This Professional Services Addendum (“Addendum”) is an addendum to the Business Terms and Conditions (the “Agreement”) between Jigsaw24 and you, the “Customer”. The Customer has entered into the Agreement for the provision of Products and Support Services (as defined therein). Now the Customer desires to additionally procure, and Jigsaw24 desires to render, certain professional, educational, operational and/or technical engagement pursuant to the terms and conditions herein. Capitalised terms used in this Addendum shall have the meaning defined under the Agreement or this Addendum. The terms and conditions of this Addendum are hereby incorporated by reference into the Agreement. If necessary, a contractual document shall be agreed and signed by both Parties setting out the actual rates to be charged and the days and description of the Professional Services to be performed under each engagement (the “Statement of Work” or “SOW”). In the event of conflict between this Addendum, any Statement of Work and the Agreement, the following order of precedence shall apply: 1) the Statement of Work; 2) this Addendum; and 3) the Agreement.

1. Scope of Services

Jigsaw24 and the Customer shall, from time to time, execute Statements of Work that specify the professional services engagement to be provided to the Customer hereunder (the “Professional Services Engagement”). Each Statement of Work will include, at a minimum: (a) a description of the Professional Services Engagement requirement and any work product or other deliverables and/or training materials to be developed and/or provided to the Customer (each, a “Deliverable”); (b) the scope of Professional Services; and (c) the fees and payment terms for such Professional Services Engagement, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this Addendum.

2. Change Management Process

In the event that the Customer or Jigsaw24 request a change in any of the specifications, requirements, Deliverables, or scope of the Professional Services Engagement described in any Statement of Work, the party seeking the change shall propose the applicable changes by written notice. Within forty-eight (48) hours of receipt of the written notice, each party’s project leads shall meet, either in person or via telephone conference, to discuss and agree upon the proposed changes. Jigsaw24 will prepare a contract change notice describing the proposed changes to the Statement of Work and the applicable change in fees and expenses, if any (each, a “Contract Change Notice”). Any Contract Change Notice shall not be legally binding unless and until executed by both Parties. Executed Contract Change Notices shall be deemed part of, and subject to, this Addendum. In the event that the parties disagree about the proposed changes, the parties shall promptly escalate the change request to their respective senior managers for resolution.

3. Project Materials

- 3.1 Deliverables.** Jigsaw24 shall own all rights, title and interest in and to the Deliverables (excluding any Customer Property as defined in Section 3.3 below), and related intellectual property rights. Subject to terms and conditions of the Agreement and this Addendum, and during the Term, Jigsaw24 hereby provides the Customer with a limited, non-exclusive, non-transferable and terminable license to use the Deliverables solely for the Customer’s internal operations in connection with its authorised use of the applicable service.
- 3.2 Tools.** Notwithstanding any other provision of this Addendum: (a) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise (“Tools”) used by Jigsaw24 to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to the Customer, on the same terms as the Deliverables; and (b) the term “Deliverables” shall not include the Tools.
- 3.3 Customer Property.** The Customer shall own all rights, title and interest in and to any Customer Property. “Customer Property” means any technology, Customer-specific business processes, or deliverables, specifically as such materials are designated as customer-owned property in a Statement of Work. Jigsaw24 shall have the right to use any such Customer Property solely for the purpose of providing the Professional Services Engagement to the Customer hereunder.

4. Customer Obligations

The Customer shall: (i) provide Jigsaw24 with such access, information and materials as Jigsaw24 may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; (ii) respond promptly to any Jigsaw24 request to provide direction, information, approvals, authorisations, decisions that are reasonably necessary for Jigsaw24 to perform the Services; (iii) ensure that all Customer equipment (other than Jigsaw24 Products) is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements; (iv) secure all necessary rights, licenses, consents, approvals and authorisations necessary for Jigsaw24 to use any third party materials or intellectual property that are in the Customer's environment and necessary for Jigsaw24 to perform the Services; and (v) perform any other Customer obligations identified in the applicable SOW. If Jigsaw24's performance of its obligations under this Addendum is prevented or delayed by the Customer's breach of this section or any act or omission of the Customer, Jigsaw24 shall not be liable for any costs, charges or losses sustained or incurred by Jigsaw24, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Professional Services Warranty

Jigsaw24 warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services Engagement has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the requirements in accordance with the applicable SOW; and (b) the Professional Services Engagement will be performed for and delivered to the Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. Jigsaw24's ability to successfully perform hereunder is dependent upon the Customer's provision of timely information, access to resources, and participation. If through no fault or delay of the Customer the Professional Services Engagement do not conform to the foregoing warranty, and the Customer notifies Jigsaw24 within ten (10) Working Days of Jigsaw24's delivery of the Professional Services Engagement, Customer's sole and exclusive remedy is to have Jigsaw24 re-perform the non-conforming portions of the Professional Services Engagement.

6. On-site Services

While performing on-site Services at the Customer's facilities, Jigsaw24 personnel will follow relevant Customer policies and procedures made available in advance to Jigsaw24 in writing.

7. Term

This Addendum shall be in force from the date of the acceptance of any order for Professional Services or the effective date of any applicable SOW, and shall continue in effect until terminated by either Party upon 30 day's written notice. In the event of termination, the terms of this Addendum shall continue to apply to any order or SOW still in progress until the completion of the Professional Services Engagement set forth in the applicable SOW(s). Sections 3, 8 and 9 shall survive termination of this Addendum.

8. Independent Contractor

Jigsaw24's relationship with the Customer pursuant to this Addendum will be that of an independent contractor. Neither Party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this Addendum shall be deemed to create any agency, partnership or joint venture relationship between the parties. Each Party is solely responsible for all of its employees and agents and its labour cost and expenses and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of each Party's activities or those of its employees or agents in the performance of this Addendum. Jigsaw24 reserves the right to use third parties to assist with the Professional Services Engagement, but the use of any such third parties shall not release Jigsaw24 from its responsibilities and obligations under this Addendum.

9. Non-Solicitation

The Customer agrees that, during the Term and for a period of 6 months after any termination, it will not directly or indirectly solicit, induce or attempt to induce, employ or engage the services of any of the employees and/ or contractors of Jigsaw24 who were involved in providing Professional Services Engagement under or relating to this Addendum without prior written permission of Jigsaw24. This restriction will not apply to employees who independently respond to indirect solicitations (such as general advertisements) not targeting such employees.

10. Entire Addendum

This Addendum, together with any executed SOWs and the Agreement, constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Addendum and the Professional Services Engagement. The parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs, verbal and/or written communications related to the Professional Services to be provided by Jigsaw24. No other act, document, usage or custom shall be deemed to amend or modify this Addendum unless agreed to in writing signed by a duly authorised representative of both parties.