



SUPPLEMENTARY TERMS & CONDITIONS OF SUPPLY

These are the Supplementary Terms and Conditions on which we supply Equipment and services to you which, together with the content of the Order Form and the Standard Terms and Conditions, comprise the terms of the contract between us. The Supplementary Terms which apply to your Order are indicated by the SC codes set out in the Order Form.

Please read these terms carefully when you submit your Order Form to us as they will be binding on you.

Complaints - If you wish to make a complaint, please refer to our Complaints Procedure at www.memorli.co

BETWEEN

- (1) (1) Memorli Limited incorporated and registered in England and Wales with company number 10545724 whose registered office is at 65 Cromer Road EN55HT, London, UK. **(Supplier)**.

AND

- (2) The customer named and identified in the Order Form **(Customer)** who shall be contacted using the information provided in the Order Form. If these changes, the Customer must notify the Company as soon as practicable.

In what follows, all capitalized terms shall bear the same meanings as apply in the Standard Terms and Conditions.

PART 5 – SERVICE CODE (SC) “SW” - SUPPLEMENTARY TERMS AND CONDITIONS –SOFTWARE SUPPORT SERVICES

These apply in addition to the Standard Terms and Conditions which are hereby incorporated by reference.

1. The Supplier warrants to the Customer only that the software will function in accordance with the specification contained in the software documentation, provided always that the software has been used and maintained strictly in accordance with the Supplier's instructions.
2. In the event that the Customer has purchased additional licenses of the software since the last Renewal, these will be charged and invoiced to the Customer at the new rates (if any) applicable to such licenses.
3. For the avoidance of doubt, the Supplier shall not confirm dates for training or technical consultancy until payment in full has been received.