



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) 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 8 – SERVICE CODES (SC) “C” - SUPPLEMENTARY CONDITIONS – CLOUD SERVICES - and (where applicable) “T” - UKNGROUP

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

1. For the avoidance of doubt, these Supplemental Conditions will apply, in addition to the standard Terms and Conditions, to Customers to whom the Supplier has agreed to supply IT Cloud Services and/or Ukgrouop Support Services (to which a separate agreement shall also apply, see clause 4 as follows), including:
 - 1.1. Provision/installation of hardware and/or software;
 - 1.2. IT support/Cloud Services
2. Provision of Hardware and/or Software
 - 2.1. Any Services relating to the provision of hardware and/or software are subject to the following:
 - 2.1.1. Delivery dates stated by the Supplier are approximate only;
 - 2.1.2. The Customer agrees to inspect the outer packaging of any hardware and/or software for damage upon delivery. In the event that the outer packaging



shows obvious signs of damage, delivery should be refused, and the Customer shall inform the Supplier immediately by telephone or e-mail;

- 2.1.3. The Customer agrees to inspect the hardware and/or software within 3 Business Days of delivery for damage caused by the carrier or for shortages. the Supplier shall not accept any claims relating to damage caused by the carrier or for shortages beyond such 3 Business Day period;
 - 2.1.4. In the event that the hardware and/or software is found to be inherently faulty, or in the event that the Customer no longer requires the hardware and/or software, the Customer may return the hardware and/or software to the Supplier in accordance with the following:
 - 2.1.4.1. The Customer shall contact the Supplier and request authorization to return the hardware and/or software. For the avoidance of doubt, no returns shall be accepted by the Supplier without prior authorization;
 - 2.1.4.2. In the event that the hardware and/or software is/are shown to be faulty within the warranty period, such hardware and/or software will be replaced, repaired or refunded, whichever is most practicable;
 - 2.1.4.3. For the avoidance of doubt, bespoke special-order hardware and/or software may only be returned in accordance with Clause 2.1.4.1; and
 - 2.1.5. All hardware and/or software provided to the Customer shall be subject to the manufacturer's standard warranty.
3. Support of Hardware and/or Software
 - 3.1. During the supply of any Services relating to the support of hardware and/or software, the Supplier will investigate and/or attempt to rectify malfunctions with any hardware and/or software, subject to the following:
 - 3.1.1. The Customer warrants that the hardware and/or software is fully serviceable on the Contract Date;
 - 3.1.2. The Services do not include:
 - 3.1.2.1. The repair of external or internal cables;
 - 3.1.2.2. Issues relating to errors outside the scope of the Services; or
 - 3.1.2.3. Remedies in respect of virus or malware attack where such attack has been caused by the negligence of the end-user. If applicable these will be charged at the Supplier's discretion.
 - 3.2. Where the Customer has contracted the Supplier to carry out on-site assistance, Services requiring on-site assistance at the Customer's Premises shall:
 - 3.2.1. where the Customer's Premises are within a 30-mile radius or 1-hour travel time (whichever is less) of the Supplier's offices at 65 Cromer Road, Barnet London EN55HT, UK, be charged at the pre-agreed hourly rate or quotation; and
 - 3.2.2. where the Customer's Premises are not within a 30-mile radius or 1-hour travel time of the Supplier's offices, together with payment at the hourly rate as set out in the Charges, the Supplier reserves the right to charge travel expenses and associated costs (including, for example, London congestion charges and



parking fees).

- 3.3. For the avoidance of doubt, any Services relating to the support of hardware and/or software do not include the support of hardware and/or software that is not listed in the Order Form.
- 3.4. Any Services relating to the support of hardware and/or software that do not require on-site assistance at the Customer's Premises may be carried out remotely in accordance with the following:
 - 3.4.1. The Customer agrees to permit the Supplier full and unrestricted remote access via third party proprietary software to the Customer's computer systems and/or devices as may be necessary for the Supplier's supply of the Services;
 - 3.4.2. The Customer agrees during the supply of the Services the Customer may disclose to the Supplier Confidential Information; and
 - 3.4.3. The Customer agrees and understands that the third party proprietary software will run on the Customer's computer systems continuously in the background, regardless of whether a support request has been logged with the Supplier. For the avoidance of doubt, the Supplier will have access to the Customer's computer systems and to the individual machines used by the Customer's users at all times via the third party proprietary software.
- 3.5. Any Services relating to support and/or managed services are subject to the following:
 - 3.5.1. For the avoidance of doubt, any increase or decrease in the number of computer systems and/or devices shall be subject to additional charges invoiced and submitted by the Supplier to the Customer;
 - 3.5.2. If there is any increase or decrease the usage of Cloud Services by the Customer, this will result in a variation in accordance with Clause 14.6 of the Standard Terms and Conditions. For the avoidance of doubt, any increase or decrease in the usage of Cloud Services by the Customer, shall be subject to additional charges invoiced and submitted by the Supplier to the Customer;
 - 3.5.3. Upon notification by the Supplier of any hardware and/or software belonging to the Customer that has exceeded its reasonable lifespan and accordingly become a source of unreliability, the Customer shall replace such hardware and/or software at its own expense and within 1 week of the Supplier's notification. In the event that the Customer does not replace such hardware and/or software within 1 week, the Supplier shall have the right to suspend supply of the Services under the Contract until such hardware and/or software has been replaced;
 - 3.5.4. In the event that hardware and/or software has been added to the Customer's computer systems and/or devices that would conflict with any hardware and/or software as set out in the Schedule, or in the event that the Customer has reconfigured any hardware and/or software that may affect the operation of the hardware and/or software as set out in the Schedule, the Supplier shall have the right to suspend supply of the Services under the Contract or terminate the Contract in accordance with the Standard Terms and Conditions;
 - 3.5.5. In the event that the Supplier advises the Customer that any hardware and/or



software needs to be upgraded or replaced in order for the Supplier to provide the Services effectively, and the Customer subsequently refuses to upgrade or replace such hardware and/or software, the Supplier shall have the right to terminate the Contract in accordance with the Standard Terms and Conditions.

4. Ukgroup
 - 4.1. Any Services relating to Ukgroup are subject to the following:
 - 4.1.1. The Customer's account is in order and up to date;
 - 4.1.2. the Supplier shall supply the Customer with a priority service upon notification to the Supplier of a support ticket, and/or a request for consultancy; Response will be gauged on priority based on severity and impact as laid out in the Ukgroup agreement. The Supplier shall use its best endeavors to meet the response times set out in the Ukgroup agreement.
 - 4.1.3. the Supplier shall supply the Customer with unlimited remote support within Opening Hours. Support outside of these hours will be charged at 150% of the normal hourly rate unless the Customer is covered by a **24x7 support contract**.
 - 4.1.4. Unless otherwise agreed, on-site assistance is billed on a per whole hour basis.