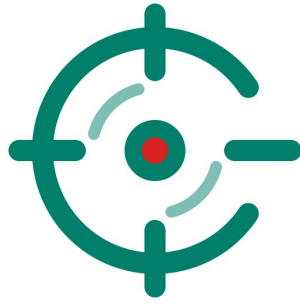




CoreTrace

TRACE · TEST · HARDEN

TERMS AND CONDITIONS

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CORETRACE LLC



Terms and Conditions

The Customer's attention is particularly drawn to the provisions of condition 8 (Limitation of Liability) and condition 4.4 (authority to authorise testing).

1. INTERPRETATION

1.1 In these Conditions the following definitions and rules of interpretation apply:

Authorisation Form: the penetration testing authorisation form or statement of work signed by the Customer which identifies the systems, networks and applications within the scope of the Security Testing Services, the permitted testing window and the agreed Rules of Engagement.

Business Day: a day other than a Saturday, Sunday or public holiday in the State of **State of Wisconsin** on which banks are open for general business.

Charges: the charges for the Services set out on the Supplier's website, in the Order, or as otherwise confirmed in writing by the Supplier.

Commencement Date: has the meaning set out in condition 2.2.

Conditions: these conditions, as may be amended in accordance with condition 2.6.

Contract: the contract between the Supplier and the Customer for the provision of Services in accordance with these Conditions.

Customer: the person, firm or company who purchases Services from the Supplier.

Customer Equipment: any equipment, systems, networks, applications or facilities provided or controlled by the Customer and used directly or indirectly in the supply of the Services.

Data Protection Laws: all laws and regulations relating to data protection, privacy and the security of personal information which are from time to time applicable to a party, including (but not limited to) the California Consumer Privacy Act as amended by the California Privacy Rights Act, any other applicable state privacy statute, the UK General Data Protection Regulation and the Data Protection Act 2018, the EU General Data Protection Regulation (Regulation (EU) 2016/679), and any laws or regulations implementing, amending or replacing the above.

Deliverables: all deliverables developed or provided by the Supplier in relation to the Services in any form, including reports, findings registers, retest addenda and attestation letters, which are set out in the Order or are otherwise agreed in writing between the Supplier and the Customer.

Input Material: all documents, information, credentials and materials provided by the Customer relating to the Services, including computer programs, data, network diagrams, reports and specifications.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for the supply of Services made via the Supplier's website, or by written acceptance of a Supplier proposal or statement of work, and confirmed by the Supplier in writing.

Pre-existing Materials: any materials including computer programs, tooling, scripts, testing methodologies, report templates, data and specifications provided by the Supplier which exist prior to the start of the Contract or which are developed by the Supplier independently of the Contract.

Rules of Engagement: the operational constraints agreed in writing between the parties governing the conduct of the Security Testing Services, including permitted and prohibited techniques, testing hours, source addresses, escalation contacts and stop-work criteria.

Security Consulting Services: the security consulting, advisory and remediation-support services set out in the Order.

Security Testing Services: the penetration testing, vulnerability assessment, red team and related offensive security testing services set out in the Order.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.



Specification: the description or specification of the Services set out on the Supplier's website, in the Order or in the applicable statement of work.

Supplier: CoreTrace LLC, a limited liability company registered in **State of Wisconsin** with company registration number **G396006488**, located at 728 Edgemore Dr. Sun Prairie, WI 53590

Supplier's Equipment: any equipment, tooling or testing infrastructure provided by the Supplier and used directly or indirectly in the supply of the Services which is not the subject of a separate agreement between the parties under which title passes to the Customer.

1.2 In these Conditions words importing any gender include every gender, words importing the singular include the plural and vice versa, and words importing persons include firms, companies and corporations and vice versa.

1.3 The headings in these Conditions shall not affect their interpretation.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.5 Any words following the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6 References to conditions are to the individual conditions set out in these Conditions.

1.7 In the event of conflict, the order of precedence is: (a) the Authorisation Form or signed statement of work; (b) these Conditions; and (c) the Order.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.

2.2 The Order shall be deemed accepted when the Supplier issues written acceptance of the Order or (if earlier) when the Supplier begins to perform the Services, at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any illustrations or descriptions of the Services contained in the Supplier's catalogues, brochures or website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 The Supplier may revise these Conditions from time to time. Where it does so, the Supplier will publish the revised Conditions at [\[https://coretraceus.com/CoreTrace-Online-Terms-Conditions.pdf\]](https://coretraceus.com/CoreTrace-Online-Terms-Conditions.pdf) and will note on that page that a revision has been made and the date on which it takes effect. The Customer shall check that page regularly. Unless the Customer gives written notice of objection to the Supplier within 10 Business Days of a revision being published, the revised Conditions shall bind the Customer and shall apply to all Orders issued on or after the stated effective date. Revisions do not apply retrospectively to Services already in progress.

2.7 Where the parties have entered into a master services agreement or similar signed contract covering the same subject matter, that agreement shall prevail over these Conditions to the extent of any inconsistency.

3. SUPPLY OF THE SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects, and shall perform the Services using reasonable care and skill and in accordance with good industry practice for the provision of security testing and consulting services.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates are estimates only and



time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and shall notify the Customer in any such event.

3.4 The Supplier shall not commence any Security Testing Services until it has received an Authorisation Form signed by an authorised representative of the Customer. The Supplier shall test only those systems, networks, applications and addresses expressly identified in the Authorisation Form, and only within the testing window recorded in it.

3.5 The Security Testing Services shall be performed in accordance with the Rules of Engagement. The Supplier shall not, without the Customer's separate written authorisation, conduct denial-of-service or volumetric testing, modify, encrypt or delete Customer data, disable security controls or logging, or extract personal or cardholder data beyond the minimum required to evidence a finding.

3.6 The Customer acknowledges that security testing carries inherent risk, including the possibility of service degradation, resource exhaustion, unintended state changes, alerting of monitoring systems, and exposure of previously unknown instability in the systems under test. Subject to condition 8.1, the Supplier shall not be liable for such effects where it has performed the Services in accordance with the Authorisation Form and the Rules of Engagement.

3.7 Testing establishes the security posture of the systems in scope at the point in time at which the Services are performed. The Supplier does not warrant that the systems in scope are free from vulnerability, that all vulnerabilities have been identified, or that the systems will remain secure following the engagement.

3.8 Where the Supplier identifies a finding it reasonably assesses as critical, or evidence of an actual or prior compromise of the Customer's environment, it shall pause testing on the affected asset and notify the Customer's authorised technical contact as soon as reasonably practicable and in any event

within the period recorded in the Rules of Engagement.

4. CUSTOMER'S OBLIGATIONS

4.1 In relation to the Services, the Customer shall at no charge to the Supplier:

4.1.1 ensure that the terms of the Order and the Authorisation Form are complete and accurate;

4.1.2 co-operate with the Supplier in all matters relating to the Services;

4.1.3 provide the Supplier in a timely manner with access to the Customer's premises, office accommodation, systems, data and other facilities as required by the Supplier;

4.1.4 provide to the Supplier, in a timely manner, such Input Material and other information as the Supplier may require, including credentials for each in-scope role, and ensure that it is accurate in all material respects;

4.1.5 be responsible for preparing and maintaining the relevant premises and Customer Equipment for the supply of the Services;

4.1.6 inform the Supplier of all health, safety and security rules and regulations and any other reasonable requirements that apply at any of the Customer's premises;

4.1.7 ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services;

4.1.8 keep and maintain the Supplier's Equipment in accordance with the Supplier's written instructions, and not dispose of or use the Supplier's Equipment other than in accordance with those instructions;

4.1.9 obtain and maintain all necessary licences, consents and authorisations and comply with all relevant legislation in relation to the Services, the use of Input Material and the use of the Customer Equipment, in all cases before the date on which the Services are to start;

4.1.10 keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier



Materials other than in accordance with the Supplier's written instructions or authorisation;

- 4.1.11 make and maintain full backup copies of all applicable Input Material, systems and data made available to the Supplier or used directly or indirectly in the supply of the Services, and verify that those backups can be restored, in each case before testing commences;
- 4.1.12 whitelist the Supplier's source addresses on any web application firewall, intrusion prevention system, rate limiter or comparable control where required by the Authorisation Form, and notify the Supplier of any change freeze, maintenance window or business-critical period falling within the testing window; and
- 4.1.13 maintain a named technical point of contact who is reachable throughout the testing window and able to respond to an escalation.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer, or by failure by the Customer to perform any relevant obligation (Customer Default):
 - 4.2.1 the Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays that performance;
 - 4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this condition 4.2; and
 - 4.2.3 the Customer shall reimburse the Supplier on written demand for any reasonable costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default, subject to the Supplier confirming such costs and losses to the Customer in writing.
- 4.3 Where any part of the Services is to be performed against systems hosted, operated or owned by a third party, the Customer shall obtain that third party's written permission for the testing before the Services commence and shall provide

evidence of that permission to the Supplier on request.

- 4.4 The Customer warrants that it owns, or is otherwise lawfully authorised to permit the testing of, every system, network, application and address identified in the Authorisation Form, and that the individual signing the Authorisation Form is authorised to give that permission on the Customer's behalf. The Customer shall indemnify the Supplier against all liabilities, costs (including reasonable legal costs), expenses, damages and losses suffered or incurred by the Supplier arising out of or in connection with any breach of this condition 4.4.

5. CHARGES AND PAYMENT

- 5.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges.
- 5.2 In respect of Services provided on a time and materials basis:
 - 5.2.1 the Charges shall be calculated in accordance with the Supplier's standard daily fee rates as notified to the Customer and as amended from time to time;
 - 5.2.2 the Supplier's standard daily fee rates for each individual are calculated on the basis of an eighthour day worked between 9.00 am and 5.00 pm on Business Days; and
 - 5.2.3 the Supplier shall be entitled to charge an overtime rate for any part day, or for any time worked by individuals it engages on the Services outside the hours referred to in condition 5.2.2.
- 5.3 In respect of Services provided on a fixed price basis, the total price payable is calculated on the basis of the Input Material and scope information submitted to the Supplier by the Customer. The fixed price shall be subject to renegotiation between the parties where that information is incorrect or incomplete, or where the Customer fails to provide other information which the Supplier would reasonably require in order to provide the Services.
- 5.4 Without prejudice to condition 5.3, the Supplier reserves the right to:
 - 5.4.1 increase the Charges by giving no less than 30 days' notice to the Customer before the performance of the applicable Services;



5.4.2 increase the Charges to reflect any increase in the cost of the Services to the Supplier that is due to unavoidable third-party costs incurred by the Supplier; and

5.4.3 increase the Charges for each Renewal Term.

5.5 If the Customer objects to any increase in the Charges under condition 5.4.1, the Customer may, within 10 Business Days after receipt of the Supplier's notification, serve notice on the Supplier cancelling the Contract, and shall incur no liability or obligation to the Supplier on account of that cancellation other than for Services already performed.

5.6 Unless otherwise agreed by the Supplier in writing, the Charges are exclusive of:

5.6.1 the cost of hotel, subsistence, travel and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials, and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services, all of which shall be invoiced by the Supplier at cost; and

5.6.2 sales, use, value added and any other applicable taxes, which the Supplier shall add to its invoices at the appropriate rate.

5.7 The Customer shall pay each invoice in full and in cleared funds within [30] days of the date of the invoice, in accordance with the payment terms set out in the Order. Time for payment shall be of the essence.

5.8 Without prejudice to any other right or remedy it may have, if the Customer fails to pay any invoice on the due date the Supplier may:

5.8.1 charge interest on the outstanding sum from the due date for payment at the rate of [4]% per annum above the prime rate published from time to time by [BANK], or the maximum rate permitted by applicable law if lower, accruing daily and compounded quarterly until payment is made, whether before or after judgment, the interest being payable immediately on demand; and

5.8.2 suspend all Services until payment has been made in full.

5.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim,

deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Pre-existing Materials shall be owned by the Supplier. All Intellectual Property Rights in the Deliverables shall be owned by the Supplier, and the Supplier grants the Customer a perpetual, non-exclusive, worldwide, royalty-free licence to use, copy and internally distribute the Deliverables for the Customer's own internal business purposes, including for the purpose of remediating the findings they contain and evidencing compliance to the Customer's auditors, regulators and customers under obligations of confidentiality.

6.2 The licence granted in condition 6.1 does not entitle the Customer to publish a Deliverable in whole or in part, or to use the Supplier's name or marks in marketing material, without the Supplier's prior written consent, such consent not to be unreasonably withheld in respect of a summary or attestation letter prepared by the Supplier for that purpose.

6.3 The Customer acknowledges that, where the Supplier does not own any Pre-existing Materials, the Customer's use of rights in those Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor on terms which entitle the Supplier to license such rights to the Customer.

6.4 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of those rights is conditional on the Supplier obtaining a written licence from the relevant licensor on terms which entitle the Supplier to license such rights to the Customer.

6.5 All Supplier Materials are the exclusive property of the Supplier.

6.6 The Customer grants to the Supplier a nonexclusive, worldwide licence to use the Input Material to such extent as is necessary to enable the Supplier to provide the Deliverables and the Services.



6.7 Nothing in the Contract prevents the Supplier from using the general knowledge, skills, techniques and experience acquired in the course of performing the Services, provided that it does so without disclosing the Customer's confidential information or identifying the Customer.

7. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

7.1 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, except as permitted by conditions 7.2 and 7.3.

7.2 A party (receiving party) shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that they comply with the obligations set out in this condition as though they were a party to the Contract.

7.3 A party may disclose the other party's confidential information:

7.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out that party's obligations under the Contract, provided that the disclosing party ensures they comply with this condition 7; and

7.3.2 as may be required by law, court order or any governmental or regulatory authority, provided that, where lawfully permitted, the receiving party gives the disclosing party reasonable prior notice so that it may seek a protective order.

7.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

7.5 The Supplier shall store all evidence, findings and Input Material obtained in the course of the Services encrypted at rest, shall restrict access to personnel engaged on the engagement, and shall securely destroy that material on the later of the retention period recorded in the Authorisation Form and the date on which the Customer requests its destruction in writing, save to the extent retention is required by law.

7.6 This condition 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

8.1 Nothing in these Conditions excludes or limits the liability of either party for:

8.1.1 death or personal injury caused by that party's negligence;

8.1.2 fraud or fraudulent misrepresentation; or

8.1.3 any other liability which cannot lawfully be excluded or limited.

8.2 Except as expressly and specifically provided in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.

8.3 Subject to condition 8.1, neither party will be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any loss of profits, loss of business, loss of anticipated savings, depletion of goodwill or similar losses, pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising.

8.4 The Customer shall indemnify the Supplier against all liabilities, costs (including reasonable legal costs), expenses, damages and all other losses suffered or incurred by the Supplier arising out of or in connection with:

8.4.1 the Customer's failure to comply with its obligations set out in condition 4; and

8.4.2 use of the Services or the Deliverables other than in accordance with the terms of these Conditions.

8.5 Subject to condition 8.1, the Supplier's total aggregate liability in contract, tort (including negligence or



breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Conditions, shall be limited to the total Charges paid by the Customer under the Contract in the 12 months preceding the date on which the claim arose.

8.6 The Customer acknowledges that the Charges reflect the allocation of risk set out in this condition 8, and that the Supplier would not enter into the Contract on these Charges without that allocation.

8.7 This condition 8 shall survive termination of the Contract.

9. DATA PROTECTION AND PROCESSING

9.1 Each party agrees that, in the performance of its respective obligations under the Contract:

9.1.1 it shall comply, and shall procure that any employee, agent or sub-processor of it shall comply, with all applicable Data Protection Laws; and

9.1.2 it shall not by any act or omission cause the other party (or any other person) to be in breach of any requirement of the Data Protection Laws.

9.2 The parties agree that the Customer is the controller (or business) in respect of any personal data of the Customer that the Supplier processes in the course of providing the Services, other than business contact data processed by the Supplier to manage the Customer's account, in respect of which the Supplier is the controller.

9.3 The Supplier agrees that where, in the course of providing the Services, it processes personal data on behalf of the Customer it shall:

9.3.1 only carry out processing of that personal data on the Customer's documented instructions from time to time, such instructions at the date of the Contract being to process the personal data in order to provide the Services in accordance with the Contract, except where applicable law requires otherwise, in which case the Supplier shall notify the Customer of that requirement before processing unless the law prohibits such notification on important grounds of public interest;

9.3.2 implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and

accidental destruction or loss, so as to protect data subjects' rights in accordance with, and to assist the Customer to comply with its obligations under, applicable Data Protection Laws;

9.3.3 where personal data is lost, damaged, destroyed or subject to unauthorised access, notify the Customer in writing without undue delay and in any event within 48 hours of becoming aware, and take all steps required by Data Protection Laws with respect to notification and remediation;

9.3.4 ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

9.3.5 include in any contract with a sub-processor which processes such personal data directly or indirectly on the Customer's behalf provisions at least equivalent to those in this condition 9.3, the Customer hereby consenting to the Supplier's use of sub-processors in accordance with this condition;

9.3.6 as soon as reasonably practicable refer to the Customer any request, notice or other communication from a data subject, a supervisory authority or any other law enforcement or regulatory authority, for the Customer to resolve; and

9.3.7 make available to the Customer such information as is reasonably required to demonstrate the parties' compliance with their respective obligations under the Data Protection Laws and this condition 9.3, and allow for and contribute to audits, including inspections, by the Customer or another auditor mandated by the Customer, at the Customer's reasonable request and cost.

9.4 The Customer acknowledges and agrees that the Supplier may be required to transfer personal data which it processes on the Customer's behalf to countries outside the jurisdiction in which that data was collected, or to an international organisation. Subject to the Supplier ensuring that any such transfer is undertaken in accordance with the applicable Data Protection Laws, the Customer consents to such transfers.

9.5 The Supplier shall notify the Customer in writing without undue delay if it becomes aware, or has reason to believe, that it or any of its officers,



employees, agents or subcontractors has breached or potentially breached any of the Supplier's obligations under applicable Data Protection Laws. Such notice shall set out full details of the circumstances concerning the breach or potential breach.

9.6 The Supplier shall not sell or share personal data processed on the Customer's behalf, and shall not retain, use or disclose it for any purpose other than performing the Services or as otherwise permitted by applicable Data Protection Laws.

9.7 The Customer shall use reasonable endeavours to provide the Supplier with test data rather than live personal data where the Services can be performed effectively using test data. Where live personal data is unavoidably within scope, the Supplier shall limit its collection to the minimum necessary to evidence a finding and shall redact it in the Deliverables.

9.8 For the avoidance of doubt, nothing in the Contract relieves either party of any responsibility or liability under Data Protection Laws.

10. DURATION AND RENEWAL

10.1 The Contract commences on the Commencement Date and shall, unless terminated earlier in accordance with its terms, continue in full force

and effect for an initial period of [12] months (Initial Term). Following the Initial Term, the Contract shall automatically continue for subsequent 12 month periods (each a Renewal Term) unless terminated by either party giving no less than [3] months' written notice to the other, such notice to expire at the end of the Initial Term or the relevant Renewal Term.

10.2 Where the Contract relates to a single engagement rather than a recurring programme of Services, it shall terminate automatically on acceptance of the final Deliverable and completion of any agreed retest, without prejudice to those conditions which expressly or by implication survive termination.

11. CANCELLATION AND POSTPONEMENT FEES

11.1 If the Customer wishes to cancel or postpone any or all of the Services before the start date for those Services, the Supplier may charge the Customer a fee calculated in accordance with condition 11.4.

If the Services are initially postponed and subsequently cancelled, the cancellation fee will be calculated by reference to the later date of cancellation.

11.2 If the Customer has paid in advance for the Services, the Customer shall be entitled to a refund of the Charges less the applicable cancellation or postponement fee.

11.3 If the Customer has not paid in advance, the Supplier reserves the right, on notice of any such cancellation or postponement, to invoice the Customer for the applicable cancellation or postponement fee.

11.4 The cancellation and postponement fees shall be calculated as follows:

Notice given before service start date	Fee
30 days or more	15% of the Charges
8 to 29 days	30% of the Charges
0 to 7 days, or during the engagement	50% of the Charges

11.5 The Customer shall pay the invoice for any cancellation or postponement fee in accordance with the provisions set out in condition 5.

11.6 No cancellation or postponement fee is payable where the Customer cancels under condition 5.5, or where the cancellation results from the Supplier's material breach of the Contract.

12. TERMINATION

12.1 Without prejudice to condition 11 and to any other rights or remedies which the Supplier may have, the Supplier may terminate the Contract without liability to the Customer immediately on giving notice to the Customer if the Customer:

12.1.1 fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

12.1.2 commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;



- 12.1.3 repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 12.1.4 goes into liquidation, enters into a compromise or arrangement with its creditors, becomes insolvent, makes a general assignment for the benefit of creditors, files or has filed against it a petition under any bankruptcy or insolvency law, or has a receiver, administrator or similar officer appointed in respect of all or part of its undertaking, or any event occurs or proceedings are taken with respect to it which have an equivalent or similar effect; or
- 12.1.5 undergoes a change of control.
- 12.2 The parties acknowledge and agree that any breach of conditions 4, 5, 6 or 7 shall constitute a material breach for the purposes of this condition 12.
- 12.3 The Customer may terminate the Contract immediately on written notice if the Supplier commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of it.
- 12.4 On termination of the Contract for any reason:
- 12.4.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice which shall be payable immediately on receipt;
- 12.4.2 the Customer shall return all of the Supplier's Equipment, Pre-existing Materials and any Deliverables which the Contract requires to be returned. If the Customer fails to do so, the Supplier may, on reasonable notice and during normal business hours, enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
- 12.4.3 the accrued rights and liabilities of the parties as at termination or expiry (including the right to claim damages in respect of any breach of the Contract which existed at or before that date), and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12.5 On early termination of the Contract by the Customer other than under condition 5.5 or condition 12.3, the Customer shall pay to the Supplier cancellation charges calculated at **[80]**% of any unpaid Contract price payable in respect of the remainder of the Services.
- 12.6 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the parties if the Customer becomes subject to any of the events listed in conditions 12.1.1 to 12.1.5, or if the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 12.7 On termination of the Contract (however arising), conditions which expressly or by implication survive termination shall continue in full force and effect.
- ### 13. FORCE MAJEURE
- 13.1 For the purposes of the Contract, Force Majeure Event means an event beyond the reasonable control of the affected party, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of that party or any other party), failure of a utility service, telecommunications network or transport network, act of God, epidemic or pandemic, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or subcontractors.
- 13.2 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event, save that this condition shall not excuse the Customer from any obligation to make payment of sums already due.
- 13.3 If a Force Majeure Event prevents a party from performing its obligations for more than four weeks, either party may terminate the Contract immediately by giving written notice to the other.



14. GENERAL

14.1 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirement, provided that such changes do not materially affect the Charges for the Services or the nature and scope of the Services.

14.2 Subject to conditions 2.6 and 14.1, no variation of the Contract or of these Conditions, or of any of the documents referred to in them, shall be valid unless it is in writing and signed by or on behalf of each of the parties.

14.3 A waiver of any right under the Contract is only effective if it is in writing and applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise.

14.4 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

14.5 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between them relating to its subject matter.

14.6 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in the Contract.

14.7 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may at any time assign, transfer, charge or deal in any other manner with all or any of its rights under the Contract, and may subcontract or delegate any or all of its obligations under the Contract to any third party or agent,

remaining responsible for the performance of any obligations so subcontracted.

14.8 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.9 A person who is not a party to the Contract shall have no right to enforce its terms.

14.10 Neither party shall, during the term of the Contract and for 12 months after its termination, solicit for employment or engage any individual employed by the other party who has been directly involved in the provision or receipt of the Services, save where that individual responds to a general public advertisement not directed at them.

15. NOTICES

15.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case), or to such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first class mail or other next working day delivery service, by commercial courier, or by email.

15.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 15.1; if sent by pre-paid first class mail or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

15.3 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

16. GOVERNING LAW AND JURISDICTION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of



the State of **Wisconsin**, without regard to its conflict of laws principles, and each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in **Wisconsin, Sun Prairie** in respect of any such dispute or claim.

[END OF DOCUMENT]