

## **SERVICES TERMS AND CONDITIONS**

Savantech Limited (“Savantech”) and the party entering into a contract with Savantech for the provision of services (“Client”) agree that the following terms and conditions shall solely and exclusively govern any and all services to be provided by Savantech to Client, unless otherwise specified in the quotation or contract for the services.

**SERVICES.** The services to be performed by Savantech may include but are not limited to advisory services, training, product support services, product development services, product manufacturing services, application support services, special studies, systems analysis, implementation planning etc. (Collectively the “Services”). These Services may be performed either at Savantech’s or Client’s premises. If performed on Client’s premises Client shall be responsible for and provide at no cost or expense to Savantech any and all equipment space and facilities, software programs, etc. necessary to perform the Services. A more detailed description of services to be provided may be outlined in the quotation for services.

**TERM.** These conditions (“Agreement”) shall become effective upon acceptance of a services order by Savantech and shall remain in force until terminated as provided herein. It is the intent of the parties to keep this Agreement in effect in the event of future orders for Services. If however the Agreement and/or a specific purchase order is cancelled prior to the completion of the contracted Services Client shall pay for all Services including reasonable travel, subsistence, lodging and any special or unusual expenses incurred at the Client’s request performed or expended by Savantech prior to the date of cancellation.

**PAYMENT.** As consideration for the Services payment to Savantech will be made as outlined in the quotation for services, and made a part of this Agreement. All service rates and charges are exclusive of any and all sales, use, service or like taxes, however designated that may arise from this Agreement. All such taxes are the responsibility of the Client. Payment of each invoice is due upon receipt unless otherwise specified in the quotation or mutually agreed in writing by the parties.

**INDEPENDENT CONTRACTOR.** Savantech is an independent contractor and not an employee, agent or representative of the Client and no partnership or joint venture is hereby created or implied under this Agreement. The parties further recognise that the Savantech personnel performing Services under this Agreement may perform similar services from time to time for other parties.

**REPORTS.** Savantech if required by Client will furnish (monthly/quarterly) reports and a final report upon conclusion of the Services.

**FURNISHED INFORMATION.** In order to perform the Services either party may from time to time provide the other party certain information and data respecting its products or business. Both parties agree to protect such information and data from unauthorised disclosure using the same degree of care and discretion that the party uses to protect to its own similar information. Neither party shall be required to protect any information which: (i) is or becomes publicly available (ii) is already in said party’s possession (iii) is independently developed outside the scope of this Agreement or (iv) is rightfully obtained from third parties. Notwithstanding the aforesaid all right title and interest in any ideas concepts know-how or techniques directly related to Savantech’s product technology and/or business shall vest solely and exclusively with Savantech and Savantech shall be free to use and market same without accounting to Client or any third party.

**RESIDUALS.** Savantech shall be free to use residuals of the Services and any Furnished Information for any purpose including the use of such residuals in the development manufacturing, marketing and maintenance of its products and services subject only to any non-disclosure obligations hereunder and any applicable copyright and/or patent rights of Client. The term “residuals” shall mean derivative general concepts or impressions in non-tangible form

retained by employees of Savantech having participated in the Services or having access to the Furnished Information. It is understood that receipt of Furnished Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of employees of Savantech. Client understands that Savantech may be researching developing and/or utilizing trade secrets technology computer software programs, equipment, development tools and the like which are or may be similar to or competitive with products available from or being developed by Client and which perform or may perform all or part of the functions performed or to be performed by such products.

DISCLAIMER OF WARRANTY. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTY AGAINST INFRINGEMENT BY OPERATION OF LAW OR OTHERWISE OF THE SERVICES OR ANY OTHER ITEM FURNISHED UNDER THIS AGREEMENT. SAVANTECH DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY.

A. IN NO EVENT SHALL SAVANTECH BE LIABLE FOR ANY SPECIAL INDIRECT INCIDENTAL EXEMPLARY PUNITIVE OR CONSEQUENTIAL DAMAGES HEREUNDER INCLUDING BUT NOT LIMITED TO THE LOSS OF DATA OR INFORMATION, LOSS OF USE, LOST PROFITS, OR BUSINESS INTERRUPTION HOWEVER CAUSED.

B. SAVANTECH'S MAXIMUM LIABILITY IF ANY FOR DAMAGE SHALL NOT EXCEED THE CHARGES PAID BY CLIENT FOR THE PARTICULAR SERVICE INVOLVED. ANY ACTION AGAINST SAVANTECH MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF SUCH ACTION ACCRUES.

C. Except as noted in B above this section shall survive expiration or termination of this Agreement.

INDEMNIFICATION. In consideration of the Services provided by Savantech Client agrees to indemnify defend and hold Savantech, its employees, officers, directors, agents and representatives harmless from and against any and all claims, demands, losses, (including reasonable attorney's fees and costs) arising out of or in connection with this Agreement or Client's use of the Services, data, results or reports provided hereunder. This paragraph shall survive expiration or termination of this Agreement.

DISPUTES. If the parties are unable to reach agreement on any matter in dispute after thirty (30) days then the dispute shall be referred to ADR (Alternative Dispute Resolution) mediation for settlement. The parties shall mutually agree on the entity to conduct the mediation which will be held in a location convenient to both parties. The mediation expenses will be shared equally by both parties. Each party shall be responsible for its own expenses.

TERMINATION. Either party shall have the right to terminate this Agreement upon the occurrence of any of the following events:

- (A) Failure of Client to pay for any services due Savantech;
- (B) A party admits in writing its inability to pay its debts generally as they become due, or executes an assignment or similar document for the benefit of creditors;
- (C) The appointment of a receiver, trustee in bankruptcy or a similar officer;

and such events are not remedied within thirty (30) days after receipt of notice from the other party;

GENERAL.

- A. This Agreement along with any associated Quotation and Purchase Order constitutes the entire agreement between the parties and may not be modified except by written authorisation from representatives of both parties.
- B. This Agreement and all transactions hereunder shall be construed and governed by the laws of Scotland without regard to its choice of law principles.
- C. Neither this Agreement nor individual transactions hereunder shall be assigned by Client without the prior written consent of Savantech and any attempted assignment shall be void.
- D. The provisions of this Agreement are severable and the invalidity of any provision hereof shall not affect the validity of any other provision.
- E. Neither party shall be responsible for failure to fulfil its obligations under this Agreement due to causes beyond its control.