

TERMS & CONDITIONS FOR THE PROVISION OF SERVICES

BACKGROUND AND CONTEXT

These terms and conditions apply to the provision of any Services provided by and/or detailed in a proposal ("Proposal") by **MM-EYE LIMITED** incorporated and registered in England and Wales with company number **06379175**, whose registered office is at **82 St. John Street, London, EC1M 4JN**, or any Affiliate of MM-Eye Limited (the "Supplier"), and the party identified as the client in the Proposal (the "Client"). Together, these terms and the Proposal form the agreement between the parties (the "Agreement").

If there is more than one Proposal in place, each Proposal is governed by this Agreement unless expressly stated otherwise in that Proposal.

1. INTERPRETATION

The following definitions and rules of interpretation apply to this Agreement.

DEFINITIONS

"Agreement Commencement Date" means the date set out in clause 4.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Change" means any change to the Proposal in accordance with clause 10.

"Charges" means the charges specified in the Proposal payable by the Client (and/or a Client Affiliate, if applicable) for the Services.

"Client Account Manager" means the Client personnel notified to the Supplier from time to time as authorised to manage the Proposal.

"Client Affiliate" means an Affiliate of the Client.

"Client Background IPRs" means all Intellectual Property Rights in the Client Materials.

"Client Materials" means all materials, equipment, tools, drawings, specifications and data supplied by the Client to the Supplier.

"control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and **"controlled"** shall be construed accordingly.

"Data Controller" and "Controller" have the meaning given in the UK GDPR.

"Data Subject" has the meaning given in the UK GDPR.

"Deliverables" means all documents, products and materials developed by the Supplier (or its personnel) as part of, or in connection with, the Services for the Client, as described in the Proposal.

"Delivery Location" means the delivery location specified in the Proposal.

"Delivery Time" means the delivery time specified in the Proposal (if any).

"Foreground IPRs" means all Intellectual Property Rights in the Deliverables and Products created specifically for the Client under the Proposal, excluding Supplier Background IPRs.

"Force Majeure Event" has the meaning set out in clause 16.

"Intellectual Property Rights" means patents, copyright, database rights, trademarks, design rights, trade secrets and all similar rights (registered or unregistered), together with applications for them, anywhere in the world.

"Performance Dates" means the performance dates specified in the Proposal (if any).

"Personal Data" has the meaning given in the UK GDPR.

"Processing" and "Process" have the meaning given in the UK GDPR.

"Products" means any products to be supplied by the Supplier to the Client as part of the Services, as described in the Proposal.

"Services" means the services to be provided by the Supplier as set out in the Proposal, including any Products and Deliverables.

"Supplier Account Manager" means the Supplier personnel notified to the Client from time to time as authorised to manage the Proposal.

"Supplier Background IPRs" means all Intellectual Property Rights owned by or licensed to the Supplier and developed independently of the Proposal, and/or necessary for the provision of the Services.

"Technical Specification" means the specification of any software (if applicable) contained in the Proposal.

RULES OF INTERPRETATION

1.1 Headings do not affect interpretation.

1.2 A reference to a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006, and a subsidiary shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:

- (a) another person (or its nominee) by way of security or in connection with the taking of security; or
- (b) its nominee.

1.5 In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:

- (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
- (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.6 Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

1.7 Unless the context otherwise requires, references to one gender include references to all genders.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision includes all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written includes email.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated from time to time (other than in breach of this Agreement).

1.13 References to clauses and schedules are to the clauses and schedules of this Agreement.

1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. AGREEMENT

2.1 This Agreement applies to any Proposal entered into between the Supplier (or a Supplier Affiliate) and the Client (or a Client Affiliate).

2.2 This Agreement governs the overall relationship of the parties in relation to the Services.

3. CONFLICT

3.1 Except as expressly stated in a Proposal, if there is an inconsistency between this Agreement and any Proposal, this Agreement prevails.

4. COMMENCEMENT AND DURATION

4.1 This Agreement commences on the earlier of:

(a) the Client's acceptance of a Proposal; or
(b) the Supplier beginning performance of the Services,
and continues until terminated in accordance with this Agreement.

Acceptance of a Proposal may be by signature, email confirmation, purchase order, or other written confirmation specified in the Proposal.

5. SUPPLY OF ALL SERVICES

5.1 The Supplier shall supply the Services in accordance with the Proposal.

5.2 The Supplier shall provide the Services from the Agreement Commencement Date in accordance with this Agreement.

5.3 The Supplier shall use reasonable endeavours to meet any Performance Dates.

5.4 Subject to clause 6 (Products), Services are deemed accepted on the earlier of:
(a) written acceptance by the Client; or

(b) 30 days after delivery/performance unless the Client has notified the Supplier in writing of material non-conformity within that period.

5.5 Where the Client notifies the Supplier within the 30-day period that Services materially do not conform to the Proposal, the Supplier will have a reasonable opportunity to investigate and, at its option, re-perform the affected Services or provide an appropriate refund of Charges relating to the non-conforming part.

5.6 In supplying the Services, the Supplier shall:

- perform with reasonable care, skill and diligence in accordance with good industry practice;
- cooperate with the Client and comply with reasonable instructions;
- use suitably skilled personnel and sufficient resources;
- obtain and maintain necessary consents/licences/permissions;
- ensure Services and Deliverables materially conform to the Proposal;

- provide equipment and tools necessary (unless the Proposal states otherwise);
- comply with applicable laws;
- comply with reasonable site health & safety/security requirements;
- notify the Client promptly in writing of any change of control of the Supplier.

6. SUPPLY OF PRODUCTS

6.1 In addition to clause 5, the Supplier shall deliver Products/Deliverables to the Delivery Location at the Delivery Time (if specified). Delivery times are estimates and time is not of the essence unless expressly stated in the Proposal. The Supplier is not liable for delay caused by a Force Majeure Event or Client's failure to provide adequate instructions.

6.2 Products/Deliverables are deemed accepted on the earlier of:

- (a) written acceptance; or
- (b) 30 days after delivery unless the Client notifies the Supplier in writing of material defects/non-conformity within that period.

6.3 If notified in time, the Supplier may, at its option, repair/replace or refund Charges for the affected Products/Deliverables.

6.4 Subject to clause 6.3, this clause sets out the Client's sole and exclusive remedy for defects in Products/Deliverables (to the extent permitted by law and where the Client is acting in the course of business).

7. CHARGES AND PAYMENT

7.1 Client shall pay Charges in accordance with the Proposal, in GBP.

7.2 Invoicing timing as per Proposal; if not specified, on completion (<1 month) or at agreed intervals (>1 month).

7.3 The Supplier may increase Charges no more than once in any 12-month period after the first anniversary, on at least 3 months' notice (unless otherwise agreed in the Proposal).

7.4 If Client delays commencement by more than 8 weeks after the agreed start date, Supplier may adjust Charges to reflect increased costs caused by the delay.

7.5 Supplier may require advance payment for disbursements/expenses (as specified in the Proposal).

7.6 Client shall reimburse reasonable pre-agreed expenses in accordance with the Proposal (or, if none, reasonable expenses with evidence).

7.7 Payment due within 30 days of receipt of a valid invoice unless otherwise agreed in writing. Time for payment is of the essence.

7.8 Charges are exclusive of VAT. VAT is payable on receipt of a valid VAT invoice.

7.9 Late payments accrue interest at 4% per annum above **Lloyds Bank base rate** (or equivalent successor) from due date until paid.

7.10 Payments are due without set-off except as required by law.

7.11 Where a project has stages, each stage may be invoiced and payable independently as set out in the Proposal.

8. CLIENT'S OBLIGATIONS

8.1 If Supplier performance is prevented/delayed by Client (or its representatives), Supplier is not liable for resulting costs/losses, and Performance Dates shall be extended accordingly.

9. INTELLECTUAL PROPERTY IN PRODUCTS AND DELIVERABLES

9.1 Each party retains IPRs it owned before the Agreement. **Foreground IPRs** in Deliverables/Products created specifically for the Client will vest in the Client **upon full payment** of Charges (unless otherwise stated in the Proposal). **[CLARIFIED]**

9.2 Supplier retains Supplier Background IPRs; Client retains Client Background IPRs. Client owns Foreground IPRs (subject to clause 9.1 and payment).

9.3 Upon full payment, Supplier assigns to Client all right, title and interest in the Deliverables (excluding Supplier Background IPRs).

9.4 Client grants Supplier a non-exclusive, royalty-free licence during the Proposal term to use Client Background IPRs and Foreground IPRs solely to provide the Services.

9.5 Supplier will execute documents reasonably required to perfect the assignment in clause 9.3.

9.6 Supplier warrants that, to its knowledge, Deliverables created by Supplier for Client do not infringe third-party IPRs.

9.7 Supplier indemnifies Client against losses arising from third-party IPR claims caused by Supplier Deliverables, subject to clause 9.8 and limitation of liability in clause 11.

9.8 Client shall notify Supplier promptly of IPR claims, allow Supplier control of defence/settlement (with Client consent not unreasonably withheld), and provide reasonable assistance at Supplier's cost.

10. CHANGE CONTROL

10.1 Either party may request/recommend a Change in accordance with this clause.

10.2 Until agreed in writing, parties continue under the existing Proposal.

10.3 Pre-approval discussions are without prejudice.

10.4 Supplier shall evaluate written Change requests and within 30 days request more info, reject, or accept.

10.5 If accepted, Supplier will notify any Additional Charges and timetable impacts.

10.6 Unless Client rejects Additional Charges within 10 Business Days, they are deemed accepted.

10.7 If rejected, Change request is rejected and Proposal continues unchanged.

10.8 Supplier recommendations shall be submitted to the Client project lead/account manager and Client responds within 14 days.

11. LIMITATION OF LIABILITY

11.1 Nothing limits/excludes liability for:

- death/personal injury caused by negligence;
- fraud/fraudulent misrepresentation; or
- any liability which cannot be excluded by law.

11.2 Subject to 11.1:

- neither party is liable for indirect or consequential loss;
- Supplier total liability is capped at Charges paid in the 12 months before the event giving rise to the claim;
- Client total liability is capped at Charges payable in the 12 months before the event, except for breaches of clause 17 (Confidentiality).
- 11.3 Supplier is not liable for (direct or indirect):
 - loss of revenue due to network failure/downtime outside Supplier control;
 - issues caused by hacked third-party accounts where Supplier followed agreed security process;
 - device failure at events unless caused by Supplier negligence;
 - loss of profit, data, use, production, contract, opportunity, savings, reputation or goodwill.

12. TERMINATION

12.1 Either party may terminate by notice:

- Supplier: 3 months' written notice;
- Client: 6 months' written notice.

12.2 Either party may terminate immediately by written notice for: non-payment (30 days after notice), material breach not remedied within 14 days, repeated breaches, insolvency-type events, or cessation of business (as listed).

12.3 Supplier may terminate immediately if there is a change of control of the Client (per s1124 CTA 2010).

13. CONSEQUENCES OF TERMINATION

13.1 On termination/expiry, any Supplier-to-Client licence in respect of Supplier IPRs terminates automatically, except as needed for Client's continued lawful use of Deliverables already paid for.

13.2 Accrued rights/remedies/obligations survive.

14. NON-SOLICITATION

14.1 Client shall not solicit/entice or employ Supplier personnel involved in Services during the Agreement and for 12 months after termination without Supplier consent.

14.2 Consent may be subject to a fee of 20% of annual remuneration (as drafted).

15. DATA PROTECTION

15.1 If the parties have a separate Data Processing Agreement ("DPA"), that DPA prevails for processing terms and this clause applies only to the extent not covered.

15.2 The parties acknowledge that, for Personal Data processed under the Proposal, the Client is the **Controller** and the Supplier is the **Processor**, unless the Proposal states otherwise.

15.3 The Supplier shall process Personal Data only on documented instructions of the Client (including as set out in the Proposal), and not for its own purposes.

15.4 The Supplier shall ensure persons authorised to process Personal Data are bound by confidentiality.

15.5 The Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk (UK GDPR Article 32).

15.6 The Supplier shall assist the Client (taking into account the nature of processing) with:

- responding to Data Subject requests;
- security and breach obligations;
- DPIAs/consultation with the ICO where required

15.7 The Supplier shall notify the Client without undue delay after becoming aware of a Personal Data Breach relating to the Client Personal Data and provide reasonable information to support compliance.

15.8 On termination/expiry, the Supplier shall, at the Client's option, delete or return Client Personal Data, unless retention is required by law

15.9 The Supplier may engage sub-processors only with the Client's prior written authorisation (general or specific) and shall impose equivalent data protection obligations on sub-processors. The Supplier remains liable for sub-processor performance

15.10 Where processing involves international transfers, the parties shall ensure an appropriate transfer mechanism is in place (e.g., UK IDTA / UK Addendum).

15.11 Each party warrants compliance with applicable data protection law.

15.12 Indemnities: Any data-protection indemnity should align with the agreed DPA and liability cap in clause 11 unless expressly carved out in the Proposal (commercial decision).

16. FORCE MAJEURE

- 16.1 Neither party is in breach for delay/failure caused by a Force Majeure Event.
- 16.2 Supplier not liable for delay/failure caused by Force Majeure.
- 16.3 If Force Majeure continues >10 Business Days, Client may terminate the affected Proposal immediately by notice.

17. CONFIDENTIALITY

- 17.1 Confidentiality obligations apply except as permitted.
- 17.2 If a separate confidentiality agreement exists, it prevails; this clause applies only where not covered.
- 17.3 Disclosure permitted to personnel/advisers on a need-to-know basis and as required by law/regulators.
- 17.4 No use of the other party's confidential information except to perform the Agreement.

18. VARIATION

- 18.1 No variation is effective unless in writing and signed by authorised representatives.

19. WAIVER

- 19.1–19.2 Waivers must be in writing; delay/failure to exercise rights is not a waiver.

20. RIGHTS AND REMEDIES

- 20.1 Rights/remedies are cumulative unless expressly stated otherwise.

21. SEVERANCE

- 21.1–21.2 Invalid provisions modified or deleted; parties negotiate replacement to achieve intended commercial result.

22. ENTIRE AGREEMENT

- 22.1 Agreement + Proposal + any signed confidentiality agreement are the entire agreement.
- 22.2 No reliance on statements not set out in the Agreement/Proposal; excludes claims for innocent/negligent misrepresentation to the extent permitted by law.

23. ASSIGNMENTS AND OTHER DEALINGS

- 23.1 Supplier may assign/subcontract/delegate (subject to Proposal).
- 23.2 Client may assign within its group with prior written notice and ensures re-assignment when leaving group.
- 23.3 If subcontractor leaves group, obligations resume or re-delegate within group.

24. NO PARTNERSHIP OR AGENCY

- 24.1–24.2 No partnership/joint venture/agency created.

25. THIRD PARTY RIGHTS

25.1 Supplier may enforce terms against Client Affiliates contracted under a Proposal.

25.2–25.3 Otherwise, no third-party rights under the Contracts (Rights of Third Parties) Act 1999.

26. NOTICES

26.1 Notices must be in writing and delivered by hand/post to registered office/principal place of business, or by email to info@mm-eye.com (and any additional notice emails stated in the Proposal).

26.2 This clause does not apply to service of legal proceedings.