

Date: 12th Aug 2026

Terms & Conditions

BACKGROUND

- (A) SPOR GROUP Limited (company number 12075154) a company incorporated and registered in England & Wales CN and whose registered office is at SPOR GROUP Limited, 2ND Floor Right Suite, Burlington House, Maidenhead, SL6 1SZ ("**SPOR GROUP**") is a company that supplies audio video system design and integration and communication technology.
- (B) This Contract will form the basis of the agreement made between the Customer and SPOR GROUP in relation to the Services performed and the purchase of the Equipment as applicable.

1. INTERPRETATION

1.1. DEFINITIONS

In these Conditions, the following definitions apply:

" Agreement "	means the agreement with respect to Services, software, or Equipment between SPOR GROUP and the Customer, including this Contract, and any Scope of Works, schedule of services, Proposal and/or service level agreement as required, and "Agreement" may refer to all or any of these documents where the context of the clause dictates within the Contract.
" Business Day "	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
" Contract "	means this contract between SPOR GROUP and the Customer for the Services performed and/or the sale and purchase of the Equipment where applicable in accordance with these Terms and Conditions.
" Customer "	means the person or firm who purchases the Equipment and/or receives the Services from SPOR GROUP.
" Equipment "	means the audio visual system (or any part of it) and / or any other materials required for the Installation and functionality of the audio visual system as set out in the Order, or any hardware purchased by SPOR GROUP on behalf of the Customer or supported by SPOR Group as part of any Service Contract as applicable.
" Force Majeure Event "	has the meaning given in clause 17.
" Installation "	means field assembly, interconnection, equipment calibration and checkout of the Equipment performed by SPOR GROUP's trained technical representatives and "Installed" shall be construed accordingly.

“GDPR”	Means regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), together with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related legislation resulting from the GDPR as updated from time to time;
“Installation Site”	means the area the Customer has requested the Equipment be Installed as may be set out in any applicable Scope of Works or notified to SPOR GROUP by the Customer.
“Instructions”	means the accompanying manual provided with the Equipment as SPOR GROUP deem necessary for the successful Installation of the Equipment and ongoing storage and use.
“Intellectual Property Rights”	means patents, utility models, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Order"	means the Customer's order for the Equipment, as set out in the Scope of Works.
"Proposal"	where applicable, means the document outlining the Services provided by SPOR GROUP to the Customer during the formation of the Agreement
"Scope of Works"	means the project details including materials, designs, installation plan and labour costs, including any related plans and drawings that are agreed in writing by the Customer and SPOR GROUP
“Services”	Means all services provided by SPOR GROUP to the Customer as outlined by the Scope of Works, Order and/or Proposal that include, but are not limited to, purchasing of Equipment, Delivery, all Installation works, testing, maintenance and support.
“Service Contract”	Means an agreement made between the parties for ongoing support and maintenance services, the scope of which is outlined in any Proposal, Scope of Works and/or Order as may be applicable.
“Service Period”	Means the term of the Service Contract as outlined in any Proposal, Scope of Works and/or Order as may be applicable, including any extension of the initial term.

“Services Manager”	Means the representative of SPOR GROUP who is the Customer’s main point of contact
“Service Request”	Means a request for a fix, resolution or support under any applicable Service Contract made by the Customer to SPOR GROUP
“Service Contract Value”	Means the total monetary cost of performing the Services under the Service Contract for the duration of the Service Period as outlined in any Proposal, Scope of Works and/or Order as may be applicable.
“Terms and Conditions”	Means these general terms and conditions, irrespective of the form in which these general terms and conditions are presented to the Customer;

1.2. In this Contract, the following statements apply:

1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4. Any phrase introduced by 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.

1.2.5. A reference to writing or written includes timestamped e-mails

2. BASIS OF CONTRACT

2.1. The Agreement constitutes the full agreement between the parties with respect to the utilisation of the Services and the Equipment and it replaces any prior agreements concerning the subject hereof.

2.2. These Terms and 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 whether in writing or otherwise.

2.3. The Order constitutes an offer by the Customer to engage SPOR GROUP to perform the Services contained therein in accordance with this Contract.

2.4. Excluding Support only agreements, the Order constitutes an offer by the Customer to purchase the Equipment and to have it Installed in accordance with these Terms and Conditions. The Customer warrants the accuracy and completeness of the measurements, requirements, performance specifications and other data on which SPOR GROUP bases its Scope of Works and/or Proposal and which have been stated by or on behalf of the Customer to SPOR GROUP. The Customer is responsible for ensuring that the terms of the Order and any applicable Scope of Works are complete and accurate in line with the information provided to SPOR GROUP by the Customer.

- 2.5. The Order shall only be deemed to be accepted when SPOR GROUP issues a written acceptance of the Order, at which point the Contract shall come into existence and shall be legally binding once signed by both parties. Where the engagement between the parties does not comprise of an Order, a Proposal issued by SPOR GROUP to the Customer and signed by the Customer constitutes an acceptance of these Terms and Conditions and at the point of signing, this Contract shall come into existence without the requirement for these Terms & Conditions to be signed. If the Customer issues a Purchase Order number to SPOR GROUP following receipt of a Proposal sent to them by SPOR GROUP, it is agreed that this constitutes acceptance of the Order, Proposal and Contract, and this Agreement shall come into existence without the requirement for signature on any or all of the documents.
- 2.6. Any documentation required to complete Installation (including, but not limited to, designs, drawings, plans etc) will be provided to the Customer prior to Installation (the "Pre-Installation Documentation"). Should SPOR GROUP not receive objection from the Customer within 72 hours regarding the Pre-Installation Documentation, it will be deemed as accepted by the Customer in full and Installation will commence on this basis. SPOR GROUP will accept no liability for disruption, delay and/or additional cost caused to the project due to any issue with the Pre-Installation Documentation once accepted by the Customer. With regards to designs, SPOR GROUP warrants that these will be fit for purpose in order to successfully deliver the Scope of Works. If, for whatever reason, the design does not meet the functionality required to deliver the Scope of Works, SPOR Group Limited will complete a redesign at no additional cost to the Customer.
- 2.7. 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 SPOR GROUP which is not set out in the Contract.
- 2.8. Any samples, drawings, descriptive matter, or advertising produced by SPOR GROUP and any descriptions or illustrations contained in SPOR GROUP's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment described in them. They shall not form part of the Contract or have any contractual force.
- 2.9. A Scope of Works given by SPOR GROUP shall not constitute an offer and any offers, quotations and prices shall not be binding on SPOR GROUP, shall be without any obligation and shall be valid only as an invitation to Customer to place an order via their confirmation or acceptance in writing, unless explicitly otherwise stated in writing. A Scope of Works and/or Proposal shall only be valid for a period of 14 days from its date of issue.

3. EQUIPMENT

- 3.1. The Equipment is described in the Order and accepted by the Customer. It may be modified at SPOR GROUP's agreement by any applicable Scope of Works.
- 3.2. SPOR GROUP reserves the right to amend the Agreement if required by any applicable statutory or regulatory requirements and shall do so in writing

4. DELIVERY OF EQUIPMENT

- 4.1. All terms of delivery of Services and Equipment only serve as guidelines. SPOR GROUP will use its reasonable efforts to observe the agreed delivery periods and/or other periods as outlined in the Agreement, however failure to meet these (delivery) periods shall not be considered a breach of this agreement, unless explicitly stated otherwise. Parties shall consult with each other as soon as possible in the event of an impending late delivery. SPOR GROUP shall not be in default until after Customer has served SPOR GROUP with a written notice of non-fulfilment that afforded a reasonable time for rectification and after SPOR GROUP has failed to fulfil within such reasonable time.
- 4.2. SPOR GROUP shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after SPOR GROUP notifies the Customer that the Equipment is ready.
- 4.3. Delivery of the Equipment shall be completed on the Equipment's arrival at the Delivery Location either full or in part.
- 4.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. SPOR GROUP shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide SPOR GROUP with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 4.5. The Customer shall be liable for all and any additional costs incurred by SPOR GROUP as a result of any delay to delivery caused by the Customer.
- 4.6. If SPOR GROUP fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Equipment of similar description and quality in the cheapest market available, less the price of the Equipment payable to SPOR GROUP. SPOR GROUP shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide SPOR GROUP with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 4.7. If the Customer fails to accept delivery of the Equipment within three Business Days of SPOR GROUP notifying the Customer that the Equipment are ready, then, except where such failure or delay is caused by a Force Majeure Event or SPOR GROUP's failure to comply with its obligations under the Contract:
 - 4.7.1. delivery of the Equipment shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which SPOR GROUP notified the Customer that the Equipment was ready;
 - 4.7.2. SPOR GROUP shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance) on a daily charge basis, the costs of which will be invoiced to the Customer at the end of each month for the previous month's storage charges, such charges to be determined at SPOR GROUP's sole discretion; and
 - 4.7.3. SPOR GROUP shall immediately invoice the Customer as set out in the Order and in line with Clause 10 of the Contract.

- 4.8. If after 60 Business Days after the day on which SPOR GROUP notified the Customer that the Equipment is ready for delivery the Customer has not accepted delivery, the legal ownership of the Equipment immediately transfers to SPOR GROUP who may resell or otherwise dispose of part or all of the Equipment and charge the Customer for any shortfall below the price of the Equipment as paid by SPOR GROUP at point of purchase. For the avoidance of doubt, should the legal ownership of the Equipment transfer to SPOR GROUP under this clause, this Contract will terminate with immediate effect but all invoices raised under this Contract up to the date of termination will remain payable by the Customer.
- 4.9. For the avoidance of doubt, once the Customer has been notified that the Equipment is ready for delivery, SPOR GROUP have no further obligation to continue to notify the Customer regarding the delivery and it is the Customer's responsibility to ensure that SPOR GROUP have been provided with sufficient communication and instruction in order to complete delivery.
- 4.10. If set out in the Order, SPOR GROUP may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY & WARRANTY

- 5.1. In the event the Equipment is:

- 5.1.1. Altered other than by a representative of SPOR GROUP;
- 5.1.2. repaired by someone other than a representative of SPOR GROUP; or
- 5.1.3. operated in a manner inconsistent with established safety operating procedures as outlined in any applicable Instructions;

the warranties contained within this clause 5 and SPOR GROUP's obligations under this Contract will terminate immediately.

- 5.2. Subject to clause 5.1, SPOR GROUP warrants that on delivery, and for a period of 90 days following the date of Installation ("Warranty Period"), the Equipment shall:

- 5.2.1. conform with its description and any applicable Scope of Works;
- 5.2.2. be free from material defects in Installation;
- 5.2.3. be free from material defects in design, material and workmanship.

- 5.3. Subject to clause 5.4, if:

- 5.3.1. the Customer gives notice in writing to SPOR GROUP during the Warranty Period within 24 hours of discovery that some or all of the Equipment does not comply with the warranty set out in clause 5.2; and

- 5.3.2. SPOR GROUP is given a reasonable opportunity to examine such Equipment; and

- 5.3.3. the Customer (if asked to do so by SPOR GROUP) returns such Equipment to SPOR GROUP's place of business at the SPOR GROUP's cost,

SPOR GROUP shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full.

5.4. SPOR GROUP shall not be liable for the Equipment's failure to comply with the warranty set out in clause 5.2 in any of the following events:

5.4.1. the Customer makes any further use of such Equipment after giving notice in accordance with clause 5.3;

5.4.2. the defect arises because the Customer failed to follow SPOR GROUP's oral or written Instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same at SPOR GROUP's sole discretion;

5.4.3. the defect arises as a result of SPOR GROUP following any drawing or design supplied by the Customer, or following acceptance by the Customer of drawings and designs supplied to them under clause 2.6;

5.4.4. the Customer alters or repairs such Equipment without the written consent of SPOR GROUP;

5.4.5. the defect arises as a result of usage above expected reasonable levels at SPOR GROUP's sole discretion, wilful damage, negligence, or abnormal storage or working conditions; or

5.4.6. the Equipment differs from its description or any applicable Scope of Works as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5. Except as provided in this Contract, SPOR GROUP shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 5.2.

5.6. The terms implied by sections 13 to 15 of the Sale of Equipment Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.7. These Terms and Conditions shall apply to any repaired or replacement Equipment supplied by SPOR GROUP.

6. OWNERSHIP & RISK

6.1. Any risk of loss or damage of Equipment or of consumables, software, documentation or other materials delivered in connection with the Services, will transfer to the Customer at the time of delivery.

6.2. Legal ownership of the Equipment shall not pass to the Customer until SPOR GROUP has received payment in full (in cleared funds) for:

6.2.1. the Equipment;

6.2.2. any other equipment or services that SPOR GROUP has supplied to the Customer.

6.3. Until SPOR group has received cleared funds in their account for payment of the Equipment under the Order, and thus until legal ownership of the Equipment has passed to the Customer, the Customer shall:

6.3.1. hold the Equipment on a fiduciary basis as SPOR GROUP's bailee;

- 6.3.2. store the Equipment separately from all other equipment held by the Customer and mark it clearly as belonging to SPOR GROUP so that they remain readily identifiable as SPOR GROUP's property (where the Equipment has not yet been installed);
- 6.3.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- 6.3.4. maintain the Equipment in satisfactory condition and keep it insured against all risks for their full price from the date of delivery;
- 6.3.5. notify SPOR GROUP immediately if it becomes subject to any of the events listed in clause 11.3; and
- 6.3.6. give SPOR GROUP such information relating to the Equipment as SPOR GROUP may require from time to time,

but the Customer may use the Equipment in the ordinary course of its business on the sole proviso that it has been tested and signed off by SPOR GROUP, and approval has been accepted by the Customer (or deemed to have been accepted as per clause 8.3). For the avoidance of doubt, until such time as payment has been received by SPOR GROUP, ownership of the Equipment will not pass to the Customer and the obligations on the Customer regarding protection of the Equipment as outlined in this Clause 6.3 remain in full force and effect..

- 6.4. If the Customer fails to make any payment due in accordance with the Agreement, SPOR GROUP may at any time require the Customer to deliver up the Equipment and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it with any costs incurred becoming payable by the Customer. SPOR GROUP hold no liability for any repairs or "making good" required following the removal of any installed equipment should it be recovered under this Clause as a result of the Customer failing to make payment, and any costs incurred by SPOR GROUP in the recovery of the Equipment will be passed to the Customer as debt.
- 6.5. If before legal ownership of the Equipment passes to the Customer the Customer becomes subject to any of the events listed in clause 11.3, or SPOR GROUP reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy SPOR GROUP may have, SPOR GROUP may at any time require the Customer to deliver up the Equipment and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it, and any costs incurred by SPOR GROUP in the recovery of the Equipment will be passed to the Customer as debt.

7. INSTALLATION

- 7.1. SPOR GROUP shall, at its own expense and in its sole discretion, be entitled to engage sub-contractors and / or agents to assist in or carry out, in whole or part, the Installation.
- 7.2. The Customer shall:
 - 7.2.1. prepare, at its own expense, the Installation Site in accordance with SPOR GROUP's instructions, including any requirements specified in any applicable Scope of Works;

- 7.2.2. provide SPOR GROUP with reasonable access to the Installation Site, at times and dates agreed from time to time between the Customer and SPOR GROUP, for the purpose of SPOR GROUP determining Installation Site readiness for Installation;
- 7.2.3. designate and authorise a representative to serve as a contact person for all Installation Site preparation;
- 7.2.4. indemnify SPOR GROUP against any loss, damage or claim arising out of the condition of the Installation Site.
- 7.3. Unless otherwise stated, the Customer shall provide SPOR GROUP with source code for any non-SPOR GROUP programmed remote control system required by the Customer.
- 7.4. If the Customer is unable, for whatever reason, to provide SPOR GROUP with any required source code in accordance with clause 7.3, SPOR GROUP will commission an IT engineer/programmer to create new source code at the Customers expense of £650 per day plus VAT.
- 7.5. Under no circumstances will SPOR GROUP be responsible or liable for structural modifications, mechanical system modifications or high voltage electrical work (for the avoidance of doubt, high voltage electrical work includes electrical work with voltage over 240 volts).
- 7.6. The Customer shall indemnify and hold harmless SPOR GROUP against any third party claim arising from the Installation including, but not limited to, trespass, damage to party walls and unauthorised system access, where SPOR GROUP has followed the instructions of the Customer and/or Pre-Installation Documentation that has been accepted by the Customer in line with clause 2.6.
- 7.7. In the event that the installation by SPOR GROUP is prevented due to strikes, lock-outs or other industrial disputes:
 - 7.7.1. the Customer shall, at its own expense, arrange to complete installation; and
 - 7.7.2. SPOR GROUP shall be released from the warranties in clause 5 relating to Installation.
- 7.8. Where the Customer has arranged to complete the Installation at its own expense under clause 7.7.1, SPOR GROUP will not charge the Customer for these specific works however all charges related to works carried out by SPOR GROUP will remain payable.
- 7.9. Should the Customer cancel or postpone any Installation works outlined in the Agreement as should be completed by SPOR GROUP at any point, this must first be with the consent of SPOR GROUP and the Customer agrees it will become liable for any costs incurred by SPOR GROUP in connection with the cancelled and/or postponed Installation at SPOR GROUP's sole discretion. For the avoidance of doubt, the fee under Clause 10.4.3 will remain payable following Project Completion irrespective of whether SPOR GROUP or the Customer complete the Installation.

8. INSPECTION & TESTING

- 8.1. SPOR GROUP shall, at its own expense and in its sole discretion, be entitled to engage qualified sub-contractors and / or agents

- 8.2. SPOR GROUP shall witness test and inspect the Equipment on Installation to ensure that it complies, in SPOR GROUP's sole determination, with the requirements of the Order and/or Scope of Works. Should the Customer require an independent witness to test the Equipment they may obtain such witness but this independent witness test must be carried out at the same time as SPOR GROUP's own witness test, and must not be an individual that has any affiliation with or interest in a competitor of SPOR GROUP at SPOR GROUP's sole discretion.
- 8.3. Once satisfied the Equipment is compliant in accordance with clause 8.2, SPOR GROUP will inform the Customer in writing ("Project Completion"). The Customer may reject this Project Completion within 48 hours of receipt should they not agree, however any failure to object within 48 hours of receipt will be deemed as Customer approval of Project Completion. Unless as part of a Service Contract as set out in the Agreement, any further Services provided by SPOR GROUP to the Customer following Project Completion will be deemed a new project and a new Order and Scope of Works will be required.

9. SERVICE & SUPPORT CONTRACT CONDITIONS

- 9.1. Where the Agreement contains an ongoing Service Contract, the conditions of this clause 9 will apply.

MAINTENANCE & SUPPORT

- 9.2. Where defined in the Scope of Works, SPOR GROUP will provide maintenance and support Services by phone or by e-mail, during the hours agreed upon in the Proposal and/or Scope of Works as applicable.
- 9.3. SPOR GROUP may utilise third-party partners to ensure support provisions are provided in all global locations as set out in the Agreement at SPOR GROUP's sole discretion.
- 9.4. In the event of a fault occurring with the Equipment or a Service Request being made in line with the Agreement, the Customer will immediately notify SPOR GROUP and SPOR GROUP will carry out corrective action. SPOR GROUP'S obligations are conditional upon the Customer being able to provide a full and detailed description of a defect, fault and/or service request and any other information or documentation which facilitates SPOR GROUP in reproducing the occurred defect and solving this defect. Customer will first use its reasonable effort to analyse the cause of the error. SPOR GROUP's obligations are conditional upon the defect being reproducible.
- 9.5. For the purposes of this Contract, a defect will mean a substantial failure of an item of Equipment, system or Software as agreed to being supported within the Agreement. In case of a defect, Customer shall provide SPOR GROUP a detailed notice of the defect. After receiving the notice SPOR GROUP shall, to the best of its ability, do its utmost to fix the defect or in case of software, to make improvements in later, new versions of the software. Depending on the urgency, the results shall be provided to the Customer in the manner and within the time period set out in the Agreement.
- 9.6. The provisions of support and maintenance will be set out in the Agreement but for clarity, all defects will be attempted to be resolved remotely in the first instance. The Customer shall

for its part ensure that SPOR GROUP has unrestricted access to all necessary software, services and systems and that the proper infrastructure and telecommunication facilities are in place, in a timely manner to allow for remote resolution. Where remote resolution is not possible, an engineer will be deployed to the Customer site in line with the SLA as set-out within the Agreement following the Customer's confirmation that all Customer obligations regarding initial resolution have been met. All charges are outlined in the proposal but should SPOR GROUP representatives be required to attend the Customer site out of hours, additional charges may apply at SPOR GROUP's sole discretion. In addition, should it be determined that the Customer has failed to meet its obligations under the SLA prior to confirming a site visit is required, SPOR GROUP may recharge the cost of the site visit back to the Customer.

- 9.7. In case of defects with respect to software, SPOR GROUP shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.
- 9.8. In the event that the support services apply to software as well, unless an upgrade has been implemented by SPOR GROUP, SPOR GROUP will support only the version of the software that was originally the subject of this Contract and any additional versions as updated throughout the term on the proviso such update was provided by a representative of SPOR GROUP. For clarity, SPOR GROUP will only be liable to support a version of the software that existed at the moment the parties entered the contract or where SPOR GROUP have provided an update, the latest firmware available.
- 9.9. SPOR GROUP does not warrant that the Equipment or Services shall operate without interruption, errors or other defects or that all defects can be corrected.
- 9.10. If the Service Contract applies to software or Equipment that was not provided by SPOR GROUP, Customer shall make all relevant (technical) documentation and the software source code available to SPOR GROUP, and grant SPOR GROUP the right to use same, if SPOR GROUP deems this to be useful or necessary for carrying out the support service. Customer guarantees that it is entitled to make this data and/or documentation available for the purposes of support by SPOR GROUP. Customer shall grant SPOR GROUP the right to use and adapt the software, including the source code and technical (development) documentation, within the context of performing the agreed support service.
- 9.11. Customer shall indemnify SPOR GROUP against any claims by third parties in relation to the provision of the data and/or documentation outlined in clause 9.10 and GROUP's use thereof within the context of the support service.
- 9.12. Only if and insofar expressly agreed upon in writing, SPOR GROUP will be obliged to convert any data.
- 9.13. The Services will be provided to Customer on the basis of 'fair use' by the Customer, meaning Service Requests from Customer have to be reasonable and proportionate at SPOR GROUP's sole discretion. If SPOR GROUP determine that the Service Requests are excessive beyond reasonable fair use, they reserve the right to apply additional charges to the Customer.
- 9.14. The Customer may request additional service from SPOR GROUP which will be provided where reasonably practicable at an additional charge based on SPOR GROUP's standard charges for labour, transportation and travelling.

- 9.15. Where SPOR GROUP has failed to meet the agreed SLA as defined in the Agreement, where the failure has been solely as a result of the actions of SPOR GROUP and not as a result of any action by the Customer in preventing SPOR GROUP from adhering to its obligations under this Contract at SPOR GROUP's sole discretion, SPOR GROUP will provide credits to the Customer. Credits are provided at the end of the annual term of the Service Period and are accounted on the 3rd missed SLA by SPOR GROUP in a given month. The Customer is responsible for ensuring a SPOR GROUP Director is informed on each missed SLA so that resolution can be implemented. Credit is calculated at 10% of the monthly service price for the 3rd missed SLA and credited to the client at the end of the Service Period. For the avoidance of doubt, SPOR GROUP do not take responsibility for missed SLA's outside of their control including, but not limited to, any scenario outlined within clause 17.

SUPPORT OF EQUIPMENT

- 9.16. Where the support of specific equipment is outlined in the Agreement:
- 9.16.1. SPOR GROUP will use reasonable endeavours to repair the equipment as quickly as possible. Where equipment cannot be remedied SPOR GROUP will look to identify an alternate and temporary work-around solution.
 - 9.16.2. Loan equipment will be provided where practical and available if included in the Agreement, and at SPOR GROUP's sole decision.
- 9.17. Critical spares are not included but at the request of the Customer as advised by SPOR GROUP, can be purchased by SPOR GROUP and held on Customer site or SPOR GROUP offices in Merseyside or London. Any spares purchased by SPOR GROUP under the terms of this clause will be classed as Equipment and subject to the terms of this Contract that govern Equipment including, but not limited to those outlined in clause 3, 4, 5, 6, 7 and 8. As per these clauses, any charges incurred by SPOR GROUP as a result of purchasing, storing and/or delivering the Equipment will payable by the Customer.
- 9.18. Preventative maintenance visits will be made at mutually acceptable times at a frequency specified within the Agreement.
- 9.19. If explicitly stated in the Agreement, SPOR GROUP will provide workshop labour and parts (excluding those items classified as consumables) to repair faults required for the maintenance of the equipment.
- 9.20. All equipment stated as supported within the Agreement is eligible to receive software updates and upgrades. Software updates or firmware upgrades will be installed to address faults reported by the Customer only and may include security patches where applicable. The Customer is obligated to accept the latest version of firmware available during such updates, and SPOR GROUP reserve the right to suspend, terminate or alter the Contract if the Customer does not accept an update to the latest firmware version.
- 9.21. SPOR GROUP does not provide installation of software or firmware based on new features. The customer is not obligated to install any updates and/or upgrade made available, however, SPOR GROUP reserves the right to only perform the Services on the most recent update release under the then-current and the immediately preceding upgrade release of the software or firmware. Where required, SPOR GROUP will make new software releases available for equipment listed at no additional charge to the customer. In the event that an Equipment upgrade is not performing as designed and it has been identified that new Equipment is required for the proper operation of the software, the Customer will purchase that Equipment upgrade in order to obtain the software release at a price agreed between both parties but SPOR GROUP reserve the right to suspend the Services until such time as the Equipment upgrade has been purchased by the Customer.

SPECIFIC EXCLUSIONS

- 9.22. The following exclusions exist for which SPOR GROUP's standard charges will be made:
- 9.22.1. usage errors or improper use of the Equipment or the Services
 - 9.22.2. Maintenance or repairs necessitated other than by fair wear and tear; including but not limited to misuse, neglect, failure of electronic power, faulty communications lines, or to accessories or fittings not detailed in the equipment schedule

- 9.22.3. If in the sole opinion of SPOR GROUP a product is too old or has become obsolete and it becomes uneconomic to repair, the Customer will be notified, and charges will be raised for the product's replacement
- 9.22.4. Damage other than manufacturing defects
- 9.22.5. No fault found, where a fault cannot be produced despite extensive testing and in the sole opinion of SPOR GROUP this indicates user error
- 9.22.6. Incorrect environmental conditions
- 9.22.7. Defects caused by accident, misuse, alteration or neglect
- 9.22.8. Provision of incorrect signals, use of unsuitable software, use of non-compatible Equipment or accessories
- 9.23. Consumable items (classified by SPOR GROUP as consumables, this list includes but is not limited to: light bulbs, tape heads, Panels, Prisms and optical components for LCD/DLP projectors, LCD panels, LCD & DVD lamps, fans, motors, filters, optical blocks, cathode ray tubes, etc.)

OBLIGATIONS OF THE CUSTOMER

- 9.24. The Customer shall allow SPOR GROUP full, unrestricted and safe access to the Equipment and/or site to enable SPOR GROUP to fulfil its obligations under this Contract.
- 9.25. The Customer shall provide suitable working space for the purpose of maintenance of any Equipment by SPOR GROUP and all necessary light, heat, electrical power and other supplies reasonably required by SPOR GROUP in order to fulfil its obligations under the Agreement.
- 9.26. The Customer shall not permit any work to be carried out on the Equipment by any third party unless under the instruction or with the consent of SPOR GROUP as applicable.
- 9.27. The Customer shall keep the Equipment in suitable environmental conditions as recommended by the Equipment manufacturers.
- 9.28. The Customer shall use the Equipment in accordance with the manufacturers' recommendations using consumable supplies of type and quality specified by the Equipment manufacturer.
- 9.29. The Customer shall permit SPOR GROUP to remove to its workshop any items of Equipment that SPOR GROUP believes would be more efficiently serviced by so doing
- 9.30. The Customer will inform SPOR GROUP and all relevant escalations of any missed SLA's so that investigations can take place as per Clause 9.15.

10. FEES & PAYMENTS

- 10.1. All prices and tariffs are stated in GBP, unless otherwise agreed in writing, and are exclusive of value added tax (VAT) and other government levies. Travel time, costs of travel, costs of transport, insurance, rigging and hoisting, leasing temporary facilities and subsistence expenses, extra hours and other costs attached to the Services are not included in the prices and rates and may be billed separately by SPOR GROUP as applicable.
- 10.2. Unless otherwise stated, quotations for non-UK locations are exclusive of all applicable import duties, delivery and local sales, value added taxes or withholding taxes which shall be the responsibility of the Customer.
- 10.3. The price of the Equipment shall be the price set out in the Order, or, if no price is quoted, the price set out in SPOR GROUP's price list in force as at the date of delivery and SPOR GROUP is entitled to annually increase the prices and tariffs in case any cost price increasing circumstances occur that affect the cost price of the Services and/or the Equipment.
- 10.4. For Projects that include Equipment, Delivery and Installation, subject to clause 4.7.3 and unless otherwise stated in the Order, SPOR GROUP will issue invoices to the Customer based on the following structure:
 - 10.4.1. 70% of the price set out in the Order immediately after signature of this Contract, a Proposal or issued PO (as applicable):
 - 10.4.2. 20% of the price set out in the Order immediately on notification by SPOR GROUP that the Equipment is ready for delivery (whether the Customer has accepted Delivery or otherwise); and
 - 10.4.3. 10% of the price set out in the Order following completion of the Project.
Completion of the project is achieved through a signed sign off form from the client or 72 Hours from the point of the sign off form being sent to the client, whichever comes first.
- 10.5. For Projects that include an ongoing Service Contract involving maintenance and support Services, subject to clause 4.7.3 and unless otherwise stated in the Order, SPOR GROUP will issue an invoice for 100% of the Service Contract Value immediately on the signature of this Contract. Where extra maintenance and support Services are requested by the Customer, which are not included in the relevant Service Contract, these shall be chargeable at rates agreed from time to time.
- 10.6. Payment terms on all undisputed invoices are set at 14 days from the date of invoice.
- 10.7. Where the Customer is new to SPOR GROUP and has not had any previous dealings relating to invoiceable projects, SPOR GROUP will invoice 100% of total fees as set out in the Order immediately on signature of the Contract, payable within 14 days.
- 10.8. Where an invoice is disputed by the Customer, the Customer must communicate the dispute to SPOR GROUP in writing before the due date, in the absence of which Parties shall accept the accuracy of the invoiced amounts after expiry of the due date without any further right to dispute. SPOR GROUP shall determine the amounts owed by Customer, unless Customer can demonstrate that SPOR GROUP's records are incorrect.

- 10.9. The Customer is not permitted to offset any invoiced amounts from another invoice and all undisputed invoices must be paid in full by the relevant due dates. Should the Customer and SPOR Group Limited be unable to resolve the dispute in the first instance, the dispute resolution process as outlined in clause 10.20 may be followed.
- 10.10. SPOR GROUP may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Equipment to reflect any increase in the cost of the Equipment that is due to:
- 10.10.1. any factor beyond SPOR GROUP's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 10.10.2. any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Scope of Works; or
 - 10.10.3. any delay caused by any instructions of the Customer or failure of the Customer to give SPOR GROUP adequate or accurate information or instructions.
- 10.11. The price of the Equipment is exclusive of the costs and charges of packaging, insurance and transport of the Equipment. These costs and charges will be itemised in the Order.
- 10.12. The price of the Equipment is exclusive of amounts in respect of any sales tax or value added tax ("VAT"). The Customer shall, on receipt of a valid sales tax or VAT invoice from SPOR GROUP, pay to SPOR GROUP such additional amounts in respect of sales tax or VAT as are chargeable on the supply of the Equipment.
- 10.13. The Customer shall pay each invoice in full and in cleared funds in accordance with clause 10.6. Payment shall be made to the bank account nominated in writing by SPOR GROUP. Time of payment is of the essence .
- 10.14. If the Customer fails to make any payment due to SPOR GROUP under the Contract by the due date for payment, then the Customer shall pay late payment charges on the overdue amount at the rate of 8% per annum plus the bank of England's base rate on undisputed overdue amounts for every day that the payment is not paid. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 10.15. If the Customer continues to be in default in its obligation to pay the outstanding invoice with accrued interest for a period of 60 (sixty) days, SPOR GROUP can place the matter in the hands of a lawyer or debt-collector agency without notice to the Customer. All costs incurred by SPOR GROUP in respect of such collection will be borne by Customer.
- 10.16. If the Customer continues to be in default in its obligation to pay the outstanding invoice, with accrued interest, for a period of more than 60 (sixty) days, all (recurring and nonrecurring) amounts due for the Services and Equipment agreed upon for the remaining term of the Agreement, will immediately become due and payable.
- 10.17. All amounts paid by the Customer will first offset any extrajudicial cost, secondly any accrued interest and thirdly the original amount of the invoice, regardless of any payment description or any notice by that Customer.

- 10.18. The Customer shall pay the entire price as set out in the Agreement on signing of this Contract (or signing of a Proposal or issuance of a PO in line with clause 2.5) and 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). SPOR GROUP may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by SPOR GROUP to the Customer.
- 10.19. Should any undisputed invoice remain unpaid for a period of 30 days past the due date, SPOR GROUP retain the right to immediately cease the project and either retain or reclaim legal ownership of Equipment. Where Equipment has already been Installed, SPOR GROUP reserve the right to remove the Equipment from the Installation site at the Customer's expense and has no obligation to make-good any damage and/or signs of Installation during the removal process.
- 10.20. Dispute resolution – If in the case of a disputed invoice, the Customer will raise their query to the Services Manager in the first instance and in line with clause 10.8, in writing prior to the due date. Escalation from that point will be to the Ops Director Chris Gore. If a resolution cannot be found then there will be further escalation to a third party. In this instance, that will be Chris Spence, SPOR GROUP Director. If no resolution can be achieved, the final escalation will be to an independent assessor agreed by both parties and the independent assessment resolution will be final. The Customer agrees that any costs incurred as a result to an escalation to an independent assessor will be payable by the Customer.
- 10.21. SPOR GROUP is entitled to require security from the Customer in the form of a bank guarantee, deposit or some other kind of security if in SPOR GROUP's opinion doubt exists about the Customer's ability to fulfil its payment obligation.
- 10.22. At such time as the need for security no longer exists, SPOR GROUP shall notify the Customer that the security or bank guarantee or other form of security may be discontinued or, as the case may be, shall refund the deposit. No interest shall be payable over the deposit.
- 10.23. Where a variation to this Agreement is required, once accepted by SPOR GROUP, SPOR GROUP will issue an invoice for 100% of the charges incurred by the variation and the Customer is required to settle this invoice in line with the payment term.

11. TERMINATION

- 11.1. SPOR GROUP is entitled to suspend, terminate or rescind the Agreement, by notifying Customer (and without any judicial intervention being required and without becoming liable for damages) if Customer has failed to perform an obligation under the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 7 (seven) days (or another reasonable term stated by SPOR GROUP) after being notified in writing (including e-mail) of such breach. The suspension, termination or rescission does not release the Customer from any payment obligation as outlined in the Agreement, unless SPOR GROUP is in default with regard to such Equipment or Services.
- 11.2. If the Customer becomes subject to any of the events listed in clause 11.3, or SPOR GROUP reasonably believes that the Customer is about to become subject to any of them (in SPOR GROUP's sole discretion) and notifies the Customer accordingly, then, without limiting any other right or remedy available to SPOR GROUP, SPOR GROUP may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and SPOR GROUP without incurring any liability to the Customer, and all outstanding sums in respect of invoices raised to the Customer shall become immediately due.
- 11.3. For the purposes of clause 11.2, the relevant events are:
- 11.3.1. the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - 11.3.2. the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 11.3.3. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 11.3.4. (being an individual) the Customer is the subject of a bankruptcy petition or order;
 - 11.3.5. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

- 11.3.6. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - 11.3.7. (being a company) the holder of a qualifying charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - 11.3.8. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - 11.3.9. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.3.1 to clause 11.3.8 (inclusive);
 - 11.3.10. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - 11.3.11. the Customer's financial position deteriorates to such an extent that in SPOR GROUP's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - 11.3.12. (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 11.4. SPOR GROUP is entitled to suspend, terminate or rescind the Agreement with immediate effect by notifying the other party (and without any judicial intervention being required and without becoming liable for damages), if Customer undergoes a substantial change of management or control (within the meaning of section 1124 of the Corporation Tax Act 2010) reasonably deemed by the other party to be incompatible with its legitimate interests.
- 11.5. The Customer is entitled to suspend, terminate or rescind the Agreement, by notifying SPOR GROUP (and without any judicial intervention being required and without becoming liable for damages) if SPOR GROUP has failed to perform an obligation under the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 7 (seven) days (or another reasonable term stated by SPOR GROUP) after being notified in writing (including e-mail) of such breach. The suspension, termination or rescission does not release the Customer from any payment obligation as outlined in the Agreement, unless SPOR GROUP is in default with regard to such Equipment or Services.
- 11.6. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 11.7. The initial term of the Agreement for all Service Contracts shall be twelve (12) months, unless otherwise agreed between SPOR GROUP and the Customer (the "Initial Service Period"). The Service Period of the Agreement shall be automatically renewed for twelve (12) months at the end of the Initial Service Period and each subsequent renewal term. In the event the Customer does not intend to renew the Agreement for the Service Contract, a sixty (60) days written notice must be provided to SPOR GROUP prior to the expiry of the Initial Service Period or any renewal term of the Agreement

- 11.8. The Customer may not terminate the Contract within the Initial Service Period (unless as a result of material breach of this Agreement by SPOR Group as outlined in clause 10.6). Should SPOR Group agree an early termination within the Initial Service Period (at their sole discretion) they may do so on the Customer providing 30 days notice of their wish to terminate however, where SPOR Group accept and agree this early termination, only 25% of the Service Contract Value will be refunded pro-rata for each complete month left within the Initial Service Period, less any additional costs incurred by SPOR GROUP in addition to the Services as outlined in the Agreement. For the avoidance of doubt, SPOR Group are under no obligation to accept a termination request by the Customer during the Initial Service Period.
- 11.9. In the case of an ongoing Service Contract as set out in the Agreement, following Project Completion this Contract may be terminated by either party by providing one month's notice in writing to the other party, if the other party is in material breach of any of its obligations under this agreement and fails to remedy such breach within thirty days after written notice thereof has been given to by the other party and confirmed as accepted in line with the notice provisions of Clause 18.3 and Clause 18.4
- 11.10. Where this Contract is terminated under Clause 11.1 as a result of a material breach by the Customer, the Customer is liable to pay to SPOR GROUP to full value of the Contract as set out in the Agreement. However, where this Contract is terminated under Clause 11.5 as a result of a material breach by SPOR GROUP, SPOR GROUP will refund to the Customer the proportion of the fixed charge attributed to any unexpired part of the Service Period to which it relates less any costs incurred by SPOR GROUP up to and including the date of termination.
- 11.11. Any obligations or liability of SPOR GROUP under this Agreement shall be suspended and unenforceable by the Customer whilst the Customer is in default of the terms of payment or any other of the Customer's obligations under this agreement

12. INSURANCE

- 12.1. SPOR GROUP shall remain at all material times with an insurance company of good repute and shall hold and comply with the following valid insurance policies in respect of any one event or series of connect events to the value of:
 - 12.1.1. product liability insurance with an unlimited cover value and no less than £1,000,000 per single event;
 - 12.1.2. professional indemnity insurance with an unlimited cover value and no less than £1,000,000 per single event; and
 - 12.1.3. public liability insurance with an unlimited cover value in aggregate and no less than £3,000,000 per single event.

13. LIMITATION OF LIABILITY

- 13.1. This clause sets out the entire financial liability of SPOR GROUP (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:
 - 13.1.1. any breach of the Contract
 - 13.1.2. any use made by the Customer of the Equipment;
 - 13.1.3. any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the Contract; or
 - 13.1.4. any loss, damage or expense arising out of or in connection with any delay in delivery.
- 13.2. SPOR GROUP shall not be liable for any loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 13.3. Where third party software or components have the benefit of a guarantee or warranty from the original manufacturer then the warranty given by SPOR GROUP at clause 5.2 shall be limited to the terms of the original manufacturer's warranty or guarantee.
- 13.4. Nothing in the Contract limits or excludes the liability of either Party to the other:
 - 13.4.1. for death or personal injury resulting from negligence;
 - 13.4.2. for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; or
 - 13.4.3. for any breach of s12 Sale of Goods Act 1979.
- 13.5. SPOR GROUP's total liability under this Contract shall in no circumstances exceed 100% of the price set out in the Order.

- 13.6. Establishment of any right to compensation shall in each instance be conditional upon Customer reporting such claim to SPOR GROUP in writing within three months of its occurrence. The Customer waives any right to compensation should they fail to notify SPOR GROUP within 3 months of the occurrence.
- 13.7. SPOR GROUP accept no liability under any circumstance for building work, alterations or installation carried out by a third party irrespective of whether this is a requirement of the original drawings. Furthermore, SPOR GROUP accept no responsibility or liability for checking the accuracy of any works carried out by a third party and will provide drawings as a guide only.
- 13.8. SPOR GROUP accept no responsibility or liability under any circumstance for equipment provided to them by the Customer and should any such equipment be deemed as faulty by either SPOR GROUP or the Customer, SPOR GROUP are not required to repair, support or replace the equipment but may do so at their sole discretion under a new Agreement or variation to this Agreement, approved by the Customer.

14. INTELLECTUAL PROPERTY RIGHTS AND LICENSE

- 14.1. All Intellectual Property Rights regarding the Services and Equipment (including but not limited to the software, documentation, facilities or other materials that is used therefore) are owned and retained by SPOR GROUP or its suppliers ("Supplier Background IPR"). SPOR GROUP shall retain ownership of any suggestions, ideas, recommendations, feedback or other information provided by Customer or any other party related to the Services and Equipment. Neither delivery of the Services or Equipment nor the Agreement will imply any transfer or assignment of Intellectual Property Rights.
- 14.2. Customer shall receive a limited, revocable, non-exclusive and non-transferable license for the use of the Supplier Background IPR regarding the Services for the term of this Agreement. Customer commits itself to adhere strictly to any conditions laid down in the Agreement or imposed in any other way.
- 14.3. In the event that the Services or Equipment contains any software that needs to be used by Customer for the proper performance of the Services or Equipment under this Agreement, SPOR GROUP and its licensors (as applicable) shall retain ownership of Supplier Background IPR related to the software and, SPOR GROUP grants to Customer a non-exclusive, non-transferable, revocable license to use such software. Such license is solely granted for the use in connection with the Services or the Equipment and under the condition that the Customer fully complies with the Terms and Conditions and the stipulations in the Agreement. In addition, Customer is not entitled to:
 - 14.3.1. assign, sublicense, lease or otherwise make the software available to third parties;
 - 14.3.2. (decode, decompile, modify, adapt, create derivative works based on the software or apply techniques of reverse engineering or any other techniques aimed to access the source code of the software, except where the rights to do so are mandatory by law and SPOR GROUP has refused to satisfy any conditions to such rights;
 - 14.3.3. incorporate or let others incorporate the software, in part or in whole, into another program, or otherwise exploit the software other than for its internal business purposes;
 - 14.3.4. make a copy of the software, without the prior written consent of SPOR GROUP, which consent will not be withheld in case of a back-up copy, unless SPOR GROUP decides to provide such back-up copy itself;
 - 14.3.5. delete or alter any trademark, trade name, logo, copyright notice, notice of reservation of rights, or limitation or exclusion of liability included in any part of the software and/or in the documentation associated with it.
- 14.4. SPOR GROUP shall be allowed to take technical measures to protect the software or with a view to agreed restrictions in the duration of the right to use the software. Customer shall not be allowed to remove or evade such a technical measure.
- 14.5. Customer is not entitled to receive upgrades and updates of the software, unless explicitly otherwise agreed upon in the Agreement.

- 14.6. Any Intellectual Property Rights specifically developed or created for the Customer, not being Supplier Background IPR, shall vest and will be transferred to the Customer by SPOR GROUP.

15. CONFIDENTIAL INFORMATION AND PERSONAL DATA

- 15.1. During the Agreement and after its expiration or termination for whatever reason, Customer shall keep confidential all information it receives from SPOR GROUP, including without limitation, information in relation to SPOR GROUP's affairs or business or method of carrying on business and all customer information and shall use such information only to the extent necessary to perform its obligations under this Agreement or as may be required by law.
- 15.2. The requirements of Clause 15.1 shall not apply to the extent that such information is or becomes public knowledge through no fault of the Customer or was already known by the Customer prior to its disclosure by the Customer or is otherwise authorised by SPOR GROUP for disclosure or required to be disclosed by law.
- 15.3. If and insofar SPOR GROUP processes personal data that falls within the scope of the UK Data Protection Legislation and GDPR, SPOR GROUP will adhere to all data processing requirements as outlined within the legislation and in line with SPOR GROUP's GDPR policies.

16. AUDIT

- 16.1. During the term of the Agreement and for a period of one (1) year after its termination, SPOR GROUP may, at any time upon reasonable advance notice, conduct an audit at Customer's premises to ascertain whether Customer's use of the Service is in compliance with the provisions of the Agreement. SPOR GROUP shall ensure that the audit will be conducted during normal business hours without causing unreasonable disruption of Customer's business operation. Customer shall assist SPOR GROUP in the conduct of such audit and shall grant SPOR GROUP access to its premises and computer equipment in relation to the Equipment and/or Services delivered.
- 16.2. In the event that such audit reveals any use of the Services by Customer other than in full compliance with the Agreement, Customer shall reimburse SPOR GROUP for all reasonable costs and expenses related to such audit in addition to any other liabilities Customer may incur as a result of such non-compliance.

17. FORCE MAJEURE

- 17.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of SPOR GROUPs or subcontractors.
- 17.2. If the event of force majeure continues for a period of 60 (sixty) consecutive days, then Parties are authorised to dissolve the Agreement in writing without judicial intervention being required. Such dissolution does not oblige SPOR GROUP to pay compensation for damage and/or loss. SPOR GROUP is entitled to receive payment from the Customer for the delivery of Equipment and/or Services already made prior to the force majeure situation.

18. GENERAL CONDITIONS

ASSIGNMENT AND OTHER DEALINGS

- 18.1. SPOR GROUP may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of SPOR GROUP.

NOTICES

- 18.3. 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 such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.
- 18.4. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.3; if sent by pre-paid first class post 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 e-mail, one Business Day after transmission.
- 18.5. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

SEVERANCE

- 18.6. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 18.7. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

WAIVER

- 18.8. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

THIRD PARTY RIGHTS

- 18.9. A person who is not a party to the Contract shall not have any rights to enforce its terms.

VARIATION

- 18.10. Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by both parties.

GOVERNING LAW & JURISDICTION

- 18.11. 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 law of England and Wales.
- 18.12. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Signing provisions:

Customer Signature

SPOR GROUP Signature

Customer Name

SPOR GROUP Name

Date

Date