

EGIS UK licence agreement

This agreement between SYNTAXON UK Limited, Xpdia Building, Crab Lane, Fearnhead, Warrington, WA2 0XP, (SYNTAXON UK) and the IT reseller (User) shall govern the terms and conditions for the use of EGIS. SYNTAXON UK shall offer the use of EGIS on the condition that the User consents to this agreement in the form as presented in this document. Any use of EGIS shall be deemed to imply acceptance of the terms and conditions in this agreement by the User.

1. General information

EGIS is a business-to-business web application made available by SYNTAXON UK. It provides IT resellers with up-to-date product, pricing and availability information from IT, telecommunications and consumer electronics products manufacturers and suppliers connected to EGIS.

2. Access

EGIS is a closed system, i.e. access is limited to Users specifically authorised by SYNTAXON UK. EGIS access shall only be granted to authorised Users that have accepted its Licence agreement. To allow access to EGIS by the User, SYNTAXON UK shall provide the User with credentials (username, password). The User is under an obligation to treat the credentials as confidential at all times, not to disclose them to any third party, and to store them securely, so that they cannot be seen or acquired by any unauthorised person.

SYNTAXON UK shall not be liable for any misuse of EGIS, including, but not limited to, fraudulent behaviour resulting from any breach of the above. If the User suspects that a third party has acquired any of the above data, the User must notify SYNTAXON UK without delay, so that appropriate corrective action can be taken. Failure to meet these obligations shall have consequences under both criminal and civil law.

3. Fees

User can test EGIS (once only) free of charge for the first 30 days from the date of first registration date. Order functions could be activated only if the company books a paid update during the trial period. Furthermore the company must be verified by SYNTAXON UK as a registered IT reselling business that is registered in the UK and and currently considered "active". The person registering is authorised to act on behalf of the User. On booking the service, the user will be charged £39.00 plus VAT per Month. Payment must be made by Direct Debit or Credit Card.

4. Termination

The EGIS Licence agreement can be terminated by written notice at any time and is effective by end of month following termination.

5. Penalties

If the User infringes the prohibition specified in section 2 on the forwarding of access data to third parties, the User must indemnify SYNTAXON UK and any Users in full and on demand for all losses (direct or indirect) suffered as a result. Regardless of the above, SYNTAXON UK shall have the right to terminate the agreement with the User without notice for good cause and to pursue further claims, in particular in respect of the loss of data, requirement to cease and desist and the payment of damages.

6. Limitations on use

In connection with the use of EGIS, the User shall not be authorised to employ mechanisms, software or other scripts that could disrupt the operation of EGIS unless these have been expressly permitted by SYNTAXON UK. The User may not take action of any kind that may result in an unreasonable or excessive load on the EGIS infrastructure. Specifically, the use of automated procedures to access EGIS or EGIS APIs periodically in order to launch data queries in bulk shall be prohibited. The resulting load on EGIS servers would be too high, thereby unreasonably restricting the usability of EGIS for other Users. It shall also not be permitted to block, overwrite or modify EGIS-generated content or to interfere in EGIS in any other way in a manner that disrupts the system.

All data presented in EGIS, in particular product data made available to the system by manufacturers, suppliers and other third parties, shall be the property of the entity that has provided the data and shall be subject to statutory property and copyright protection. The forwarding, reproducing, distributing of the EGIS data or parts thereof, or any other use of this

SYNTAXON UK Ltd

Xpdia Building, Cinnamon Park, Fearnhead,
Warrington, Cheshire, WA2 0XP
Telephone: +44 (0) 300 304 7844
accountmanagers@syntaxon.co.uk
www.syntaxon.co.uk

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Bank: Natwest
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Managing Directors: Mike Barron,
Mark Schröder, Frank Roebbers

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data in any form for purposes other than those determined in this agreement, shall be prohibited. This shall also apply to the copying of the data by robot/crawler search machine technologies or by other automated mechanisms.

7. Alternative data access options

To reduce the load on EGIS servers and enhance convenience when using EGIS, SYNAXON UK shall also provide some of the EGIS content in an alternative form, e.g. as optional EGIS Integration service.

8. Program errors, User's duty of notification

SYNTAXON UK undertakes to rectify as quickly as possible any EGIS program errors of which it becomes aware. To assist SYNAXON UK in this matter, program errors or other problems shall be notified by Users to SYNAXON UK using the email address of egis_support_uk@synaxon.co.uk or the relevant built-in button/link within the platform.

9. Liability exclusion for permanent availability

The current state of technology means that the provision of SYNAXON UK's services via the Internet cannot be guaranteed to be error-free and available at all times. SYNAXON UK is therefore not liable for the availability of the EGIS platform or for data loss caused by technical failure, interrupted data transmission or other related problems.

10. Our responsibility for loss or damage suffered by you

Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or for any other matter in respect of which it would be unlawful to exclude or limit liability under applicable law.

Save as set out above, we shall not be liable whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising. Nor shall we be liable for any loss of profit, loss of business, loss of data, or for any indirect or consequential loss arising under or in connection with these terms or your use of the services.

Save as set out above, our total liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising, shall be limited to 100% of the total sums paid by you for the services in the 12-month period immediately preceding the event giving rise to the liability.

11. Data protection

SYNTAXON UK creates a profile for each User. The profile contains the name of the company and its employee(s), correspondence address, invoicing and delivery address (if different from the main one), telephone and fax numbers, the name of the owner and/or managing director, email and website address(es). Under "My account" the User can check their data and update it if necessary. The profile of a reseller can only be viewed by other EGIS Users if the reseller changes its settings to allow this.

The User agrees that SYNAXON UK receives information from the associated suppliers and manufacturers about the sales made by the User. If the User orders goods via the central purchasing platform EGIS, order data is collected and stored by SYNAXON UK. SYNAXON UK uses this data for invoicing/accounting purposes and for its own business assessment/economical evaluation. In addition, information on revenues and the type and number of purchased goods can be made available to contract suppliers and manufacturers as well as data regarding the usage of the platform (i.e. banner clicked and search terms). The data is used to evaluate the User's interest in products and services, for marketing efforts/measures and for benchmarking.

Please read our detailed Data Protection Declaration for more information about how we process personal data. You can access the Data Protection Declaration in EGIS at any time under "My Account / Data Protection".

By using EGIS, you agree to the collection, processing and use of your data in the manner described above.

12. Central remuneration

The User is aware that SYNAXON UK does not derive its funding solely from licence fees paid by the Users. SYNAXON UK receives central remuneration from vendors/suppliers and service providers with whom the User transacts sales/revenue/

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turnover. The User agrees that it will not derive any rights of any kind whatsoever. This applies particularly to payment, surrender, omission and information claims.

13. Other provisions

Additions, amendments and side agreements to this agreement shall not be valid unless made in writing. The same shall also apply to any waiver of the written form requirement.

SYNTAXON UK reserves the right to amend these terms and conditions of use at any time. The amended terms and conditions shall be notified to each User on the User's first access to EGIS after publication; the User will have to accept the amended terms and conditions before access is granted. If changes are made to the disadvantage of the User, the User shall have a special right of termination at the time the change comes into effect. SYNTAXON UK shall inform the User in the notice of change both of this special right of termination and that the change will become effective if the User does not exercise its special right of termination.

This agreement and all the legal relationships between the parties to the agreement shall be governed by English law subject to the disapplication of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of performance and place of jurisdiction for all disputes arising under this agreement shall be the registered office of SYNTAXON UK.

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