

iStorage Limited

EC America Rider to Product Specific License Terms and Conditions (for U.S. Government End Users)

1. **Scope.** This Rider and the attached iStorage Limited ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS IT70 contract number GS-35F-0511T (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe

weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

- s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
 - t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.
 - u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
3. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

These Terms were last updated on: 10th March 2020

GENERAL TERMS AND CONDITIONS

This page tells you information about us and the legal terms and conditions (“Terms”) which govern the use of our site and on which we sell any of the products (“Products”) listed on our website (“our site”) to Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“you” or “Ordering Activity”).

1. WHO ARE WE?

1.1 We operate the website www.istorage-uk.com. We are iStorage Limited, a company registered in England under company no. 6951286, and with our registered office at C/O Arnold Hill & Co, Craven House, 16 Northumberland Avenue, London, WC2N 5AP. Our VAT registration number is GB978989214.

If you have any questions, comments or complaints about these Terms, please get in touch with us by email at: info@istorage-uk.com, by post to: iStorage Limited, iStorage House, 13 Alperton Lane, Perivale, Middlesex, UB6 8DH, or by calling: +44(0)20 8991 6260.

1.2 These Conditions shall apply to every agreement between us under which we supply Products to you (“**Contract**”).

1.3 We may amend the non-material terms and conditions of these Terms from time to time. Every time you wish to use our site or order Products, please check these Terms to ensure you understand the terms which will apply at that time. Any material updates to this agreement shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.

1.4 These Conditions shall take precedence over any conditions which you supply to us.

1.5 Please read these terms carefully and make sure that you understand them before ordering Products from us.

1.6 If you refuse to accept these Terms, you are not permitted to order any Products from our site.

2. GENERAL

All quotations are made and all orders are accepted by us subject to these Terms. The placing of an order following any quotation or other (e.g. website) indication of price and delivery shall not be binding on us unless and until accepted by us in writing. We reserve the right to accept or refuse orders without ascribing any reason.

3. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance our Privacy Policy. For details, please see our attached [Privacy Policy](#). Please take the time to read these, as they include important terms which apply to you.

4. IF YOU ARE A CONSUMER

This clause 4 only applies if you are a consumer.

4.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

4.2 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

5. IF YOU ARE A BUSINESS CUSTOMER

This clause 5 only applies if you are a business.

5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

5.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.

6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

6.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described below.

6.3 We will confirm our acceptance to you by sending you an e-mail that confirms that your order has been accepted and which will include our estimated date of delivery (Order Confirmation). The Contract between us will only be formed when we send you the Order Confirmation.

6.4 If we are unable to supply you with a Product, for example because of export control restrictions (see clause 10.1) or because that Product is not in stock or no longer available or because of an error in the price on our site, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

7. OUR RIGHT TO VARY THESE TERMS

7.1 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

7.2 We may revise the nonmaterial Terms of this Agreement from time to time. Changes made to these Terms in accordance with this clause 7.2 will not affect any previous orders made under earlier versions of the Terms. Any material changes will not go into affect until both parties agree to them in writing.

7.3 Whenever we revise these Terms in accordance with this clause 7, we will update the date stated at the top of these Terms and we will explain on our site any material changes which have been made to the Terms.

8. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 8 only applies if you are a consumer.

8.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 8.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a

Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

8.2 However, this cancellation right does not apply in the case of:

8.2.1 any made-to-measure or custom-made products;

8.2.2 software, DVDs or CDs which have a security seal which you have opened or unsealed.

8.3 Your legal right to cancel a Contract starts from the date of the Order Confirmation. If the Products have already been delivered to you, you have a period of 14 (fourteen) days in which you may cancel, starting from the day you receive the Products.

8.4 To cancel a Contract, please contact us in writing to tell us by sending an e-mail to: info@istorage-uk.com, or by sending a letter to: iStorage Limited, iStorage House, 13 Alperton Lane, Perivale, Middlesex, UB6 8DH, or by calling +44(0)20 8991 6260 to tell us. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

8.5 Providing you return the goods to us in a good and saleable condition, you will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. However, if the goods have been damaged by you or are returned in an unsaleable state, we will be entitled to deduct from your refund such reasonable amount to account for the loss or damage. We will process any refund due to you as soon as possible and, in any case, within 14 days of the day we receive the Products back from you. If you returned the Products to us because they were faulty or mis-described, please see clause 8.6.

8.6 If you have returned the Products to us under this clause 8 because they are faulty or mis-described, we will refund the price of a defective Product in full together with any reasonable delivery charges incurred by you in returning the items to us.

8.7 We refund you on the credit card or debit card used by you to pay.

8.8 If the Products were delivered to you:

8.8.1 you must return the Products to us as soon as reasonably practicable.

8.8.2 unless the Products are faulty or not as described (in this case, see clause 8.6), you will be responsible for the cost of returning the Products to us;

8.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

8.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation.

8.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 8 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. YOUR RIGHT OF RETURN AND REFUND FOR BUSINESS CUSTOMERS

This clause 9 applies if you are a business customer.

9.1 If you receive Products which are faulty or mis-described, we will refund the price of a defective Product in full together with any reasonable delivery charges incurred by you in returning the items to us.

9.2 We refund you on the credit card or debit card used by you to pay.

9.3 If the Products were delivered to you:

9.3.1 you must return the Products to us as soon as reasonably practicable.

9.3.2 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

9.4 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation.

9.5 We are unable to accept the cancellation of any orders or the return of any Products other than as set out in this clause 9.

10. DELIVERY

10.1 We will use our reasonable endeavours to fulfil your order by the estimated delivery date set out in the Order Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

10.2 If we are unable to fulfil your order by the estimated delivery date in accordance with clause 10.1, we shall notify you of a revised delivery date. If the revised delivery date is not acceptable to you, we shall at your request cancel your order and refund to you the price of the Product(s) which you have ordered.

10.3 Delivery of the Products to your address or any other place stipulated by you shall constitute delivery.

10.4 The Products will be your responsibility from the completion of delivery.

10.5 We shall be entitled to make partial deliveries by instalments and these Terms shall apply to each partial delivery.

10.6 Title in the Products will pass to you once we have received payment in full, including all applicable delivery charges.

11. INTERNATIONAL DELIVERY

11.1 We deliver to various countries around the world and we have distributors as listed on this page [where to buy](#) (International Delivery Destinations). However, we reserve the right not to supply any Product if its delivery to the requested International Delivery Destination may breach any export control restrictions, or where the costs of us having to comply with applicable export laws or regulations have not already been factored into our prices or delivery charges. If this happens, we will inform you by email that your order has been cancelled and, if you have already paid for the Product, we will refund you the full amount as soon as possible.

11.2 You and we shall comply fully with applicable laws and regulations governing the export of technical data, encryption technologies and other export laws and regulations of the US, EU and other states. You shall cooperate

with us in our efforts to ensure that the Products comply with all applicable export laws and regulations. However, this clause does not affect our ability to cancel an order as described in clause 11.1.

11.3 If you order Products from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

11.4 Vendor shall state separately on invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

11.5 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

12. PRICE OF PRODUCTS AND DELIVERY CHARGES

12.1 The prices of the Products will be as quoted on our site in accordance with the GSA Schedule Pricelist from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 12.5 for what happens in this event.

12.2 Prices for our Products may change from time to time in accordance with the GSA Schedule Contract and Pricelist, but changes will not affect any order which we have confirmed with an Order Confirmation.

12.3 Reserved.

12.4 Reserved

12.5 Our site contains a variety of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

13. HOW TO PAY

13.1 You can only pay for Products using a debit or credit card or Pay Pal, or other method allowed pursuant to the GSA Schedule Contract. We accept all major debit or credit cards

13.2 We will not charge your debit card or credit card until we dispatch your order.

14. PRESENTATION OF PRODUCTS

14.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

14.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.

14.3 The packaging of the Products may vary from that shown on images on our site.

14.4 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

14.5 We shall not be responsible for adapting or modifying any Products to conform to statutory requirements not current at the time of our acceptance of your order.

14.6 We reserve the right without prior approval from or notice to you to make changes to the Products which do not affect physical or functional interchangeability or performance or are required for purposes of safety or to meet the Products' specification.

14.7 You must not rely on the Products we supply to you under these Terms as your primary method of storing any data, you must back-up any data which you store on the Products on another device.

15. WARRANTY

15.1 We warrant that on delivery and for a period of 36 months from delivery, the products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 15.3.

15.2 We warrant that the Products comply with the standards listed in the relevant data sheet on our website at the time you place your order.

15.3 The warranty in clause 15.1 does not apply to any defect in the Products arising from:

15.3.1 fair wear and tear;

15.3.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

15.3.3 if you or a third party fail(s) to operate or use the Products in accordance with the user instructions;

15.3.4 any alteration or repair by you or by a third party who is not one of our authorised repairers; or

15.3.5 any specification provided by you.

15.4 Under these warranties we will, at our option, either repair, replace, or refund you for, any Products found to have material defects provided that upon delivery:

(i) you inspect the Products to check whether they have any material defects; and

(ii) you test the encryption mechanism in the Products.

15.5 We shall not be liable for any material defects or defects in the encryption mechanism of the Products ascertainable upon inspection on delivery unless you notify such defects to us within 30 days of delivery. We shall not be liable for any material defects or defects in the encryption mechanism of the Products which are not ascertainable upon inspection on delivery unless you notify such defects to us within 7 days of the time when you discover or ought to have become aware of such defects.

15.6 We shall not be liable for a breach of any of the warranties in this clause 15 if you make or anyone else makes any further use of the Products after discovering a defect.

15.7 Upon notification of any defect, you should return the defective product to us. If you are a business, we will be responsible for the transportation costs incurred by you in sending any Products or parts of the Products to us under the warranty, and we will be responsible for any transportation costs we incur in sending you a repaired or replacement Product. If you are a consumer, please see clause 8.

15.8 Products returned must be in the original packaging and in clean condition. Products returned otherwise will, at the Company's discretion, either be refused or a further additional fee charged to cover the additional costs involved. Products returned for repair under warranty must be accompanied by a copy of the original invoice, or must quote the original invoice number and date of purchase.

15.9 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15.10 The warranties set out in this clause apply only to the original purchaser of a Product from iStorage or an iStorage authorized reseller or distributor. These warranties are non-transferable.

16. OUR LIABILITY

16.1 So far as legally possible, we are not liable if there are any defects in the Products you purchase from us. For example, if you lose any data or if someone hacks into your Product. If we are liable, it is only up to the price you paid for the Product. You should therefore always make sure you have a back-up of your content. You must not rely on the Products we supply to you under these Terms as your primary method of storing your data. We are not liable to you for any data loss whatsoever.

16.2 Nothing in these Terms limit or exclude our liability for:

16.2.1 death or personal injury caused by our negligence;

16.2.2 fraud or fraudulent misrepresentation;

16.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

16.2.4 defective products under the Consumer Protection Act 1987.

16.3 Subject to clause 16.3, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

16.3.1 any loss of profits, sales, business, or revenue;

16.3.2 loss or corruption of data, information or software, including by malicious hacking;

16.3.3 loss of business opportunity;

16.3.4 loss of anticipated savings;

16.3.5 loss of goodwill; or

16.3.6 any indirect or consequential loss.

16.4 Subject to clause 16.3 and clause 16.4, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort, breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

16.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

17. COPYRIGHT, PATENTS, TRADE MARKS AND INTELLECTUAL PROPERTY

17.1 This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, look, appearance and graphics.

17.2 You are granted a licence to use the material contained in this website subject to the restrictions described in these Terms.

17.3 You are granted a licence to download, store, view, edit, use, reproduce, copy, print, any material contained in this website for your own personal use.

You are not permitted to:

- republish material from this Website (including republication on another Website, except in the case of publishing extracts from the Website on social media, such as Facebook or Twitter, for the purpose of directing users to the Website);
- sell, rent, license, sublicense, lease, distribute, copy, duplicate, publish or reproduce material from the Website and any material or any part thereof for use by any third party;
- exploit material on our Website for a commercial purpose;
- use any material in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable.

17.4 When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, we shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

17.5 All material contained in this website is and shall remain at all times the copyright of the Company or its licensors. You acknowledge that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Products do not pass to you. You shall not acquire any intellectual property rights in the Products. You are not permitted to use our trademarks or trade or product names without our prior written permission.

17.6 You must retain, and must not delete or remove all copyright notices and other proprietary notices placed by us on any material.

18. EVENTS OUTSIDE OUR CONTROL

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.

18.2 Excusable delays shall be governed by FAR 52.212-4(f).

18.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

18.3.1 we will contact you as soon as reasonably possible to notify you; and

18.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

19. OTHER IMPORTANT TERMS

19.1 The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. We reserve the right to sub-contract any part of any work or supply of any Products. We shall remain liable for the actions and services provided by such subcontractors at all times.

19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 15 to the recipient of the gift without needing to ask our consent.

19.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 15, but we and you will not need their consent to cancel or make any changes to these Terms.

19.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.6 These Terms are governed by the Federal law of the United States .