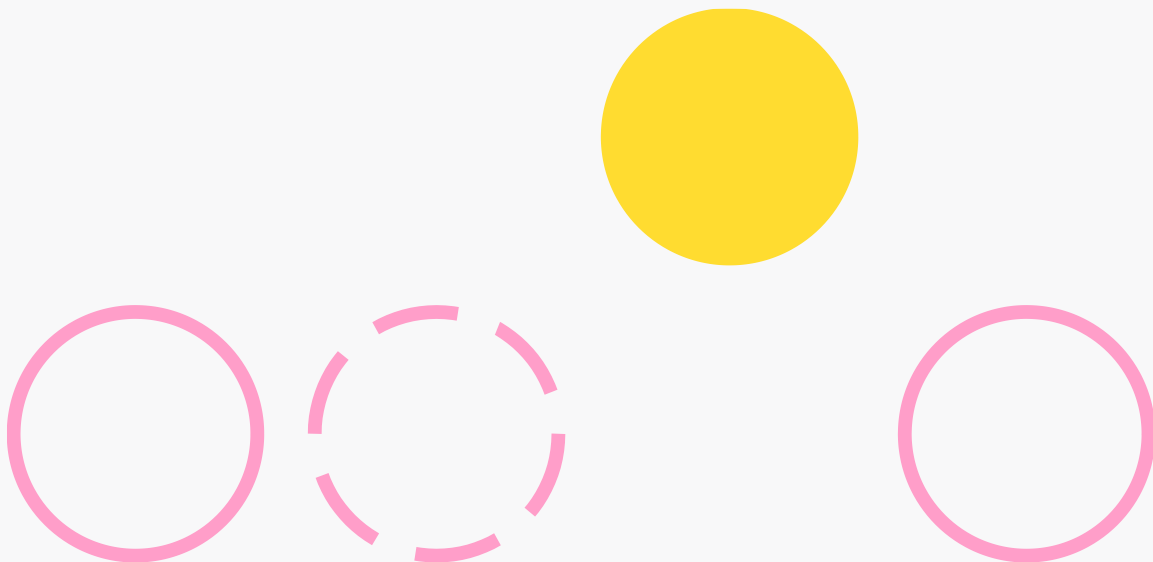




Microsoft 365 Services Deployment & Migration

MASTER SERVICES AGREEMENT

<<Agreement Date>>



Arrow – Confidential

CONFIDENTIAL

Contents

MASTER SERVICES AGREEMENT	3
AGREED TERMS	3
1. DEFINITIONS AND INTERPRETATION	3
2. SERVICES	6
3. CHANGE CONTROL PROCEDURE	8
3.1 Principles	8
3.2 Procedure	8
3.3 Emergency Change	10
4. ADDITIONAL SERVICES	10
5. ARROW'S OBLIGATIONS	10
6. CUSTOMER'S OBLIGATIONS	11
7. CUSTOMER DATA AND DATA PROTECTION	13
8. SUSPENSION OF SERVICES	15
9. CHARGES AND PAYMENT	16
10. PROPRIETARY RIGHTS	18
11. CONFIDENTIALITY	18
12. INDEMNITY	20
13. LIMITATION OF LIABILITY AND INSURANCE	20
14. TERM AND TERMINATION	21
15. NON-SOLICITATION	23
16. MARKETING	23
17. FORCE MAJEURE	24
18. GENERAL	25
19. NOTICES	26
20. DISPUTE RESOLUTION	26
21. ANTI-BRIBERY	27
22. GOVERNING LAW AND JURISDICTION	27
SIGNATURES	27
APPENDICES	29
Appendix A – Key Personnel	29
Appendix B – Change Request Form	30

MASTER SERVICES AGREEMENT

Dated: <<DD Month Year>>

PARTIES:

- 1) <<**CUSTOMER NAME**>> registered in England and Wales under Company number <<Customer Company Number>>, whose registered address is <<Customer registered address>> (the **Customer**); and
- 2) **ARROW BUSINESS COMMUNICATIONS LIMITED** registered in England and Wales under Company number 05643503, whose registered address is 1st Floor, The Wharf Abbey Mill Business Park, Lower Eashing, Godalming, Surrey, GU7 2QN (**Arrow**)

each a **party**, together the **parties**.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

Term	Definition
Additional Services:	those additional services provided by Arrow not detailed in the original Service Description and Services Order Form (SOF) and subject to a Change Control Note agreed between the Parties.
Agreement:	this agreement together with its Schedules any Change Control Note agreed between the Parties
Applicable Law:	any relevant and applicable laws regulations, or regulatory policies, in relation to the provision of the Services
Approved Suppliers:	suppliers, software vendors, other businesses and individuals contracted by Arrow to provide certain aspects of the Services to the Customer.
Authorised Contact:	shall have the meaning defined in the Schedules.
Business Day:	any day, excluding Saturday, Sunday or public or bank holiday in England and Wales.
Change:	any change to this Agreement, including any request for a change in the scope or extent of Services pursuant to the Change Control Procedure

Change Control Note:	the written record of a Change agreed or to be agreed by the parties pursuant to and in accordance with the Change Control Procedure, in the form set out in clause 3.2.
Change Control Procedure:	means the procedure referred to in clause 3.2.
Change Request Form:	a written request for a Change which is submitted by one party to the other pursuant to the Change Control Procedure and in the form set out in Appendix B.
Charges:	the fees payable by the Customer to Arrow for the Services including but not limited to the services provided by Arrow and its Approved Suppliers, the Equipment, the Software, the Arrow software, and any Additional Services, as set out in a Change Control Note.
Commencement Date:	the date this Agreement takes effect and comes into force.
Confidential Information:	has the meaning given to it in clause 11.1.
Core Service Hours	08:00 – 18:00 Monday to Friday, excluding England and Wales Bank Holidays
Customer Data:	any information, data, materials, works, software, and content of any kind furnished, made available or inputted by the Customer, Licensed Users, Arrow, or its Approved Suppliers on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, including any information derived from such information.
Customer Infrastructure:	the Customer's IT infrastructure, networks, and systems.
Data Protection Legislation:	the GDPR and any applicable national implementing legislation, including the Data Protection Act 2018 and all applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy regarding the processing of personal data, in each case as amended, replaced, or superseded from time to time.
Documentation:	the documentation made available to the Customer by Arrow or its Approved Suppliers from time to time which sets out a description and user instructions for the Services.
Equipment:	the third-party equipment supplied to the Customer under the terms of this Agreement as detailed in the Services Order Form (SOF).
Force Majeure Event:	has the meaning given to it in clause 17
Implementation Services:	that part of the Services to be supplied in accordance with this Agreement relating to the setup, implementation, configuration installation, and/or integration of a Service, or any part thereof,

	including, where applicable, migration of Customer Data and Implementation shall be construed accordingly.
Information Security Policy:	the Customer's information security policy (as updated from time to time) which shall be provided to Arrow on request at any time.
Initial Term:	the initial term of this Agreement as set out in the Services Order Form (SOF).
Intellectual Property Rights (IPR):	all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world
Key Personnel:	the personnel identified as key personnel pursuant to this Agreement as specified in the List of Key Personnel at Appendix A.
Licensed Users:	those employees of the Customer who are authorised to use the Services under any Services Order Form (SOF) and the Documentation.
Project Manager:	as defined in clause 7.1 (c).
Relevant Employees:	all those employees subject to a Relevant Transfer on a Relevant Transfer Date.
Relevant Transfer:	a transfer to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applies.
Relevant Transfer Date:	a date on which the provision of the Services changes.
Renewal Term:	the Initial Term and any subsequent terms described in this Agreement or the Services Order Form (SOF).
Service Credits:	has the meaning given to it in the Services Order Form (SOF) and only applies when a Service Delivery Manager is included in the Service.
Service Levels or KPIs:	any service levels or key performance indicators agreed between the parties, as set out in the Services Order Form (SOF).
Service Level Agreement (SLA):	the service level agreement setting out Arrow's obligations in respect of the provision of support services as detailed in the Services Order Form (SOF).
Service Level Failure	means a failure to perform the Support or deliver the Services fully in compliance with the SLA.
Service Order Form (SOF):	the Order Form that details the Services and the related Charges, signed by the Customer, or any other agreement between the parties in writing that details Services to be provided and any related Charges.
Services:	the services provided by (or on behalf of) Arrow to the Customer under this Agreement, as more particularly described in the Schedules.

Software:	the third-party software applications provided by Arrow or any Approved Suppliers as part of the Services.
Support:	those support services provided to the Customer in accordance with the SOF and any Change Control Note.
System:	the assets detailed in the SOF and any Change Control Note.
Term:	the duration of this Agreement, including the Initial Term and any agreed Renewal Term as agreed pursuant to clause 14.

Clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it. Any words following the terms including, include for example or any other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or terms preceding those terms. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement. The Schedules and any Arrow SOF form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

In the event of a conflict between the terms and conditions of this Master Services Agreement (MSA), the Service Order Form (SOF) or Schedules, the following order of preference shall prevail: 1) the Services Order Form (SOF), 2) MSA and 3) Schedules.

2. SERVICES

- 2.1 This Agreement together with any Schedules and any other relevant Documentation provided by Arrow will operate as a framework agreement which defines the contractual terms and conditions under which Arrow will supply Services to the Customer.
- 2.2 Whilst this Agreement remains in force the parties shall agree the provision of Services as set out in the Services Order Form (SOF) that shall be governed by, and be subject to, the terms and conditions of this Agreement.
- 2.3 Any dates quoted for delivery of Services are best estimates at the time they are given and are subject to any revisions received from our Approved Suppliers. Arrow will give the Customer as much notice as we receive from our Approved Supplier and make every reasonable effort to mitigate any delay.
- 2.4 Any work which is not specifically detailed in the Services Order Form (SOF) is out of scope and subject to additional charges.
- 2.5 Arrow and its Approved Suppliers may make reasonable changes to their terms and conditions, and services from time to time, provided that if any such changes made by Arrow materially affect the Services delivered to the Customer, Arrow shall notify the Customer thirty (30) days in advance of such changes being made, except where a change is required under applicable law. If the changes are made by one of our

- Approved Suppliers, Arrow will give the Customer as much notice as we receive from our Approved Supplier.
- 2.6 Where specified in the Services Order Form (SOF), Arrow shall use all reasonable efforts to ensure the accurate migration of any data but gives no warranties as to the completeness or accuracy of such migration. The Customer shall be responsible for checking the accuracy and completeness of migrated data and shall, promptly upon becoming aware, give sufficient details to Arrow of any inaccuracies or omissions to permit Arrow to correct them. Arrow shall, thereupon, promptly correct such inaccuracies and/or omissions where it is practical and reasonable to do this.
- 2.7 Unless otherwise agreed in writing, the Customer acknowledges that the Services have not been developed to meet its individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Services, as described in the Services Order Form (SOF) and the Documentation, meet its requirements
- 2.8 Following the signature of this Agreement, the parties will meet to formalise and agree the scope of Services to be provided by Arrow and/or its Approved Suppliers to the Customer in respect to the System.
- 2.9 On receipt of any Documentation from Arrow, the Customer shall promptly review such documents and may reject them and provide Arrow in writing its reasons for any rejection.
- 2.10 If the Customer does reject Documentation, Arrow shall make revisions taking reasonable account of the Customer's comments and re-submit the document to the Customer for approval within five (5) Business Days of the Customer's notice of rejection. The process in this clause shall continue to apply to any subsequent rejections, provided that either party may refer any disputed matters for resolution at any time via the dispute resolution procedure set out in clause 20 of this Agreement.
- 2.11 Arrow shall be given a reasonable extension of any timetable for any delivery dates for the Services defined in the Services Order Form (SOF) or any other Services if one or more of the following events occurs:
- a) a variation to Services is made at the Customer's request or a request for something out of scope
 - b) a Force Majeure Event occurs; or
 - c) a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or any third-party contracted by the Customer.
- 2.12 If Arrow is entitled to an extension of time under clause 2.11, it shall give written notice to the Customer not later than thirty (30) days after having become aware of the event. Such notice shall specify the event relied on and steps it is taking to mitigate the impact and, in the case of a Force Majeure Event, shall estimate the probable extent of the delay.
- 2.13 The parties shall use their respective best endeavours to agree in writing, signed by both parties, what extension of time is reasonable in the circumstances and any Services Order Form (SOF) or other applicable timetable shall be deemed amended accordingly.

- 2.14 If Arrow's performance of its obligations under this Agreement is hindered, prevented or delayed by any unreasonable act or omission of the Customer, the Customer's agents, sub-contractors or employees, the Customer will be liable to pay Arrow, on demand, all reasonable costs, charges or losses sustained or incurred by it (including consequential losses, and loss of opportunity to use Arrow resources elsewhere), subject to Arrow confirming such costs, charges and losses to the Customer in writing.

3. CHANGE CONTROL PROCEDURE

3.1 Principles

- 3.1.1 The parties shall conduct all discussions relating to any proposed Changes in good faith and using all their respective reasonable endeavours.
- 3.1.2 Arrow shall not unreasonably withhold or delay consent to any proposed Change which the Customer proposes.
- 3.1.3 A Change represents a significant change to the nature, extent or provision of the Supported Services and therefore can represent a significant risk to stability and security. Changes include the change in purpose of a location, resulting in movement of Supported Services.
- 3.1.4 To initiate a Change either party should complete a Change Form (template set out in Appendix A) and follow the procedure set out in 3.2 Procedure of this clause 3.
- 3.1.5 Where the Customer or Arrow sees a need to change this Agreement, the Customer may at any time request, and Arrow may at any time recommend, such Change only in accordance with the Change Control Procedure set out in 3.2 Procedure of this clause 3.
- 3.1.6 Until such time as a Change is made in accordance with the Change Control Procedure, the Customer and Arrow shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.
- 3.1.7 Any discussions which may take place between the Customer and Arrow in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 3.1.8 Neither Party shall have any obligation in connection with any Change Request unless and until both parties have agreed the terms applicable to the Change and agreed and executed a Change Control Note.

3.2 Procedure

- 3.2.1 If either party requests a Change to the scope or execution of the Services, it shall, within a reasonable time, provide a written Change Request detailing the proposed Change to the other party.
- 3.2.2 To the extent possible, each Change Request shall contain:
- a) the originator and date of the request or recommendation for the Change
 - b) the reason for the Change

- c) full details of the Change, including any specifications
 - d) the likely time required to implement the Change
 - e) any variations to Arrow's Charges arising from the Change
 - f) a schedule of payments if appropriate
 - g) the likely effect of the change on any project documents; and
 - h) any other impact of the change on the terms of this Agreement.
- 3.2.3 Further to submission of a Change Request by either party pursuant to paragraph 3.2.1, the parties shall use their best efforts to respond promptly (and, unless the Customer directs otherwise, as soon as reasonably practicable) to the Change Request in writing, setting out their detailed response/proposals in connection with such Change Request, as appropriate.
- 3.2.4 If necessary, the parties shall enter discussions to clarify and, if appropriate, agree its terms (including agreement as to the date upon which the Change or Changes are to take effect (the Change Date)) which, unless agreed otherwise, shall be immediately upon signature by both parties of the final Change Control Note.
- 3.2.5 The parties may (acting reasonably) specify a deadline (considering the nature of the proposed Change and the time which would be required to agree such a Change) before which the terms of any Change or Changes will have been agreed between the Parties as provided in paragraph 3.2.4. If the parties have specified a deadline and the parties, acting reasonably and in good faith, have not agreed the Change or Changes on or before that deadline, the Change Request shall then be deemed void and of no further effect (provided that the parties may agree in writing to extend any such deadline for agreement).
- 3.2.6 Where agreement is reached in accordance with the provisions above, the Customer shall, or if agreed between the parties, Arrow shall:
- a) prepare a final Change Control Note for execution by both parties; and
 - b) mark the final Change Control Note with a serial number clearly identifying the final Change Control Note as setting out the relevant Change or Changes.
 - c) The serial number to be attributed to and marked on the final Change Control Note shall be decided by the Customer and the Customer shall notify Arrow of it.
- 3.2.7 Each party shall bear its own costs and expenses incurred in the assessment and preparation of a Change Control Note and/or the consideration of a Change Request.
- 3.2.8 The Customer shall not reject its agreement to a Change Request recommended by Arrow to the extent that the Change is necessary and reasonable:
- a) for Arrow or the Services to comply with any change in Applicable Law (subject always to the provisions set out in clause 3 of the Agreement); or
 - b) to remedy a Customer default or breach provided that this sub-paragraph shall not apply to the extent that the Customer's default or breach is caused by any breach of any provision in this Agreement or any negligent act or omission of Arrow (or any of Arrow's sub-contractors).

3.2.9 Changes requested pursuant to this will not take effect until agreed by both parties,

3.3 Emergency Change

3.3.1 If a Change is required in an emergency to resolve an incident, Arrow will liaise with the Customer to invoke the Major Incident Process. This will detail any changes, consider the risks, and roll back plan. No Changes will be made without prior approval of the Customer unless Arrow feels there is an imminent threat to the integrity of the entire solution, e.g., in the event of a zero-day virus or ransomware attack that may need immediate attention

4. ADDITIONAL SERVICES

4.1 Subject to the payment of the appropriate Charges and the terms of this Agreement, Arrow shall provide Additional Services as agreed between the parties from time to time in a Change Control Note. Unless otherwise detailed in the Change Control Note, Arrow will send the Customer an invoice for any Additional Services, either as soon as they have been provided or at the end of the month in which they were provided.

5. ARROW'S OBLIGATIONS

5.1 Arrow warrants that it will perform the Services in accordance with the Documentation and in a timely, reliable, and professional manner using employees with appropriate skills, qualifications, and experience.

5.2 The warranty at clause 5.1 shall not apply to the extent of any non-conformance that is caused by use of the Services contrary to Arrow's instructions, or modification or alteration, use, repair, or maintenance of the Services by any party other than Arrow or its duly authorised contractors, agents, or Approved Suppliers. In such circumstances, Arrow will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the warranty set out in clause 5.1.

5.3 Arrow:

- a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor, subject to clause 2.7, that the Services will meet the Customer's requirements; and
- b) is not responsible (other than as expressly provided for in the Services) for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities; and

- c) shall not be liable for any unauthorised modifications, alteration, use, repair or maintenance of the Support Services or the Services by any person other than Arrow, its duly authorised contractors, agents, or Approved Suppliers.
- 5.4 Arrow shall supply all items of Equipment, together with all related documentation provided by third-party manufacturers of items of Equipment and the Customer shall provide all cabling and other equipment needed for the installation of the Equipment at the Customer premises, including any equipment needed to connect and interface the Equipment with the Customer Infrastructure.
- 5.5 Any warranty provided to Arrow in respect of Equipment or Software supplied under this Agreement by an Approved Supplier shall be transferred to the Customer, subject to any terms or restrictions imposed by the manufacturer of the Equipment or the licensor of the Software.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall:
 - a) provide Arrow with all necessary and timely cooperation in relation to this Agreement; including all necessary access to such information as may be reasonable required by Arrow to render the Services, including but not limited to, Customer personnel, premises and other facilities, security access information and Customer Data and documentation requested for the provision of the Services (and ensure that such information and data is materially accurate). In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Arrow may adjust any agreed timetable or delivery schedule
 - b) provide Arrow (and all Sub Contractors duly authorised by Arrow) with full, safe, and uninterrupted access including remote access to the Customer's premises, systems, facilities and the Software and Equipment as may be required for the purpose of performing the Service. Where Services are to be performed at any of the Customer's premises, the Customer shall provide adequate working space and office facilities (including Internet access) for use and be responsible for all Arrow equipment at any site and its use in accordance with any instructions and licence provided by Arrow (the Customer shall not add to, modify or in any way interfere with any Arrow equipment)
 - c) appoint a customer representative (Project Manager) who shall work with the Arrow delivery team and have the authority to contractually bind the Customer on matters relating to the Services
 - d) not make any changes to the System whatsoever, without Arrow's prior written consent not to be unreasonably withheld. All changes are subject to the Change Control Procedure detailed in clause 3.
 - e) be responsible for procuring any third-party cooperation (which for clarity shall exclude any third parties that Arrow uses or has introduced to the Customer) reasonably required for the receipt of Services and shall be responsible (at its own cost) for preparing the relevant Customer premises and ensuring that the Customer

Infrastructure complies with the relevant specifications to use the Services provided by Arrow in the Proposal.

- f) be entirely responsible for the use of the Services by any user, employee, or any other person to whom the Customer has given access to the Services, and any person who gains access to the Services because of the Customer's failure to use reasonable security. It is the Customer's responsibility to have suitable internal policies in place with its staff, including an acceptable use policy to prevent against misuse of and/or avoidable damage to the Services (e.g., in respect to the sharing of access, credentials and preventing against malware, viruses, and ransomware).
- g) be responsible for ensuring that all users of the Services are trained in the use of the same provided always that Arrow has satisfied any Training requirements that are agreed with the Customer.
- h) ensure Licensed Users use the Services and Documentation in accordance with the terms and conditions of this Agreement (and any third-party terms that apply) and be responsible for a Licensed User's breach of this Agreement or such third-party terms. The right to use the Services shall be limited to the Customer and those members of staff engaged by the Customer to perform work for the Customer.
- i) inform Arrow of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and follow any instructions provided by Arrow or its suppliers relating to the Services including relating to health, safety or quality of any internet or telecommunications service provided to the Customer or any other customer.
- j) comply with all third-party agreements, guidelines and requirements, Applicable Laws, and regulations with respect to its activities under this Agreement, including ensuring that nothing is transmitted or downloaded by or on behalf of the Customer or the through the Customer's Infrastructure that is in violation of the same, in breach of any party's intellectual property rights or any acceptable use policy
- k) obtain and shall maintain all necessary licences, consents, and permissions necessary for Arrow, its contractors, and agents to access and use the System
- l) hold current up-to-date maintenance, support, or active subscription agreements with any (existing) vendor of software or hardware on the Customer IT environment (as necessary) and assist Arrow in maintaining current up-to-date maintenance, support, or active subscription agreements in respect of the System, to allow Arrow to seek and receive technical assistance when necessary in respect to the Services
- m) upgrade any part of the Customer Infrastructure as may be reasonably required by Arrow to continue to use the Services; and
- n) operate best practice and ensure appropriate security precautions are taken in connection with its use of the Services and the security of the Equipment. The Customer is responsible for taking all reasonable steps to mitigate the risks inherent in the provision and receipt of the Services, including data loss and taking all reasonable and usual precautions to safeguard the Customer Infrastructure,

including operating firewalls and virus checks and implementing effective and appropriate data security in respect to the receipt of Services.

7. CUSTOMER DATA AND DATA PROTECTION

- 7.1 The Customer shall own all rights, title, and interest in and to all the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data.
- 7.2 Arrow shall not be responsible for any loss, destruction, alteration, or disclosure of Customer Data caused by a Customer third party, other than because of a breach of this Agreement.
- 7.3 Both parties will comply with all applicable requirements of the General Data Protection Regulation (GDPR), Data Protection Legislation and our Privacy Policy, https://www.arrowcommunications.co.uk/wp-content/uploads/2022/02/Arrow-Privacy-Policy-10_02_22.pdf. This clause is in addition to, and does not relieve, remove, or replace, either party's obligations under the Data Protection Legislation.
- 7.4 Arrow shall, in relation to any personal data processed in the performance by Arrow of its obligations under this Agreement:
- a) process that personal data only on the written instructions of the Customer unless Arrow is otherwise required to do so by Applicable Laws. Where Arrow is required by Applicable Laws to process personal data, Arrow shall promptly notify the Customer of this before performing the required processing unless the Applicable Laws prevent Arrow from so notifying the Customer
 - b) ensure that it has appropriate technical and organisational measures in place, reviewed and approved by the Customer to protect against any unauthorised or unlawful processing of personal data, accidental loss or destruction of personal data, or damage being caused to personal data. These measures shall be appropriate to:
 - i) the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction, or damage of the personal data, and
 - ii) the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting (in transit) personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it)
 - c) not transfer any personal data outside of the United Kingdom unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - i) Arrow or the Customer has provided appropriate safeguards in relation to the transfer

- ii) the data subject has enforceable rights and effective legal remedies
 - iii) Arrow complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - iv) Arrow complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data
 - d) ensure only personnel required for the purposes of carrying out the Services performed under or pursuant to this Agreement have access to personal data, and that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential
 - e) if the Customer is unable to access the relevant information, to assist the Customer, and in any event, provide reasonable assistance in responding to any request from a supervising authority or a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators
 - f) notify the Customer without undue delay on becoming aware of a personal data breach and provide all reasonable assistance and information as the Customer may require in relation to same
 - g) delete, or return in a format determined by the Customer, personal data, and copies thereof, on termination of this Agreement, unless required by any Applicable Laws to continue to store the personal data; and
 - h) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits to be carried out by the Customer, or the Customer's designated auditor, only so far as is necessary to demonstrate compliance, provided that the Customer:
 - i) provides Arrow with no less than thirty (30) days' notice of such audit or inspection; and
 - ii) both parties agree the scope, duration and purpose of such audit or inspection. If the Customer or the Customer's designated auditor becomes privy to any Confidential Information of Arrow because of this clause, the Customer shall, and shall procure that the Customer's designated auditor shall hold such Confidential Information in confidence and, unless required by law, shall not make the Confidential Information available to any third party, or use the Confidential Information for any other purpose.
- 7.5 The Customer will ensure that any third-party processor of personal data under this Agreement will process that personal data only on terms equivalent to those in this Agreement.
- 7.6 The Customer shall ensure that:
- a) the Customer is entitled to transfer the relevant personal data to Arrow so that Arrow may lawfully use, process, and transfer the personal data in accordance with this Agreement on the Customer's behalf

- b) the relevant third parties have been informed of, and have given their consent to such use, processing, and transfer as required by all applicable Data Protection Legislation

8. SUSPENSION OF SERVICES

8.1 Arrow may suspend Services without liability if:

- a) the Customer is in material breach of this Agreement (and Arrow can provide evidence of the same to the Customer on demand without delay) and the Customer does not remedy the failure within 30 Business Days of Arrow's written notice to the Customer describing the material breach
- b) there is an attack on the Services, or the Services are accessed by or manipulated by a third party without Arrow's consent
- c) for an emergency or to carry out maintenance or implement improvements, provided always that any non-emergency maintenance and/or improvements are not carried out during Normal Business Hours (unless otherwise expressly agreed in writing with the Customer).
- d) Arrow is required by Applicable Law to suspend the Services or the Customer's access to the Services; or
- e) if an Approved Supplier suspends or otherwise ceases their delivery of any part of the Services
- f) if Arrow or any Approved Supplier is obliged to comply with any order, or instruction, of a competent governmental regulatory or other legally empowered body; or
- g) the Customer allows anything to be done that in Arrow's reasonable opinion may have affected or will affect or impair the provision of any of Services; or
- h) the Customer or any of its officers, employees or agents is arrested or prosecuted for a criminal offence relating to the Services and/or a service provided by a public telecommunications operator.

8.2 Arrow will use reasonable endeavours to give the Customer advance notice of a suspension under this clause 8, unless:

- a) Arrow determines in its reasonable commercial judgement that an immediate suspension is necessary to protect Arrow or its customers from imminent and significant operational or security risk; or
- b) an Approved Supplier suspends or otherwise ceases their delivery of any part of the Services, in which case Arrow will give as much notice as it receives from the Approved Supplier.

8.3 If the Customer's systems or Services are compromised, the Customer must address the vulnerability and demonstrate to Arrow's satisfaction that it has appropriately addressed and/or fixed such vulnerability prior to Arrow resuming the Customer's access to the Services. A reconnection fee may be payable at Arrow's discretion.

- 8.4 In the event of a suspension of Services due to a breach of any third-party agreement or acceptable use policy or if an Approved Supplier suspends or ceases their delivery of any part of the Services, Arrow shall have no obligation to recommence the provision of the affected Services.
- 8.5 If suspension is due to the Customer's default and Arrow or its Approved Supplier reinstates the Services following suspension, the Customer shall pay to Arrow such charges that Arrow, or its Approved Supplier has reasonably incurred in carrying out such suspension or reinstatement. Arrow shall as soon as it is reasonably able to do so, recommence provision of the Services once the circumstances giving rise to the right to suspend provision of the Services (in whole or in part) cease to subsist.
- 8.6 For the avoidance of doubt, any suspension of Services shall suspend the Customer's obligation to pay any Charges, except for if clause 8.1 (a) applies. If this is the case, the Customer shall be obligated to continue to pay any (undisputed) Charges. Notwithstanding the foregoing, if a suspension event occurs pursuant to clause 8.1, the parties shall co-operate (acting reasonably and fairly) to resolve the suspension of Services as soon as possible.

9. CHARGES AND PAYMENT

- 9.1 The Charges in this Agreement:
- a) shall be payable in the currency detailed in the Services Order Form (SOF)
 - b) are non-cancellable and non-refundable unless otherwise specified in this Agreement; and
 - c) are exclusive of applicable value added tax, which shall be added to Arrow's invoice(s) at the appropriate rate.
- 9.2 Arrow will issue one (consolidated) invoice a month for the Charges to the Customer in accordance with the provisions of the Services Order Form (SOF). The invoice shall be provided through such delivery means and to such address as are specified by the Customer in writing from time to time. Each invoice shall:
- a) each Charge item, Liquidated Damages (if any) and Service Credits (if any) separately
 - b) include sufficient detail for each line item to enable the Customer to verify the calculation thereof
 - c) for Charges determined on a time and materials basis, report details of time taken to perform Services or Additional Services, and such other information as the Customer requires, on a per individual basis; and
 - d) include such other information as may be required by the Customer.
- 9.3 Subject to clause 9.4, the Customer will pay the (undisputed) Charges to Arrow in full:
- a) on or before the dates set out in the Services Order Form (SOF) (or as otherwise agreed pursuant to any other SOF that shall be agreed between the parties from time to time); or

- b) where no such dates are set out in the Services Order Form (SOF), within 30 days of receipt of an invoice detailing the Charges due.
- 9.4 In the event of a dispute over⁵ the Charges, the Customer may withhold any Charges or amounts disputed in good faith pending resolution of such dispute. Pending the resolution of such payment dispute, Arrow shall continue performing its obligations in accordance with this Agreement.
- 9.5 All Charges stated in or in relation to this Agreement are stated exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.
- 9.6 If the Customer does not pay any (undisputed) amounts properly due to Arrow under or in connection with this Agreement, Arrow may:
- a) charge the Customer interest on the overdue amount at the rate of 5% per year above the base rate of the Bank of England from time to time which shall be calculated daily and be compounded quarterly until payment of the overdue sum; and/or
 - c) withhold performance of the Services or any part thereof unless and until all payment of overdue sums has been made; and/or
 - d) terminate this Agreement without prejudice to any accrued rights it may have hereunder, all of which shall survive termination of this Agreement.
- 9.7 Without prejudice to Charges increases resulting from a Change Note issued pursuant to clause 3, Arrow may only increase the Charges payable under this Agreement:
- a) on and from any anniversary of the Go Live Date by giving to the Customer not less than 60 days' written notice of the variation provided always that Arrow may only increase the Charges payable by the Customer for the Services not more than once a year and such increase must not exceed an amount equal to the difference in the Consumer Price Index between the previous contract year and the subsequent contract year, or
 - b) to the extent that an Approved Supplier increases the service cost that is used wholly and exclusively in the supply of the Services to the Customer and subject always to Arrow:
 - i) increasing the Charges on a cost-pass through basis only
 - ii) providing the Customer with written notice in line with that received from the Approved Supplier and Arrow using all reasonable endeavours to limit any increase in costs proposed by the Approved Supplier
 - iii) providing evidence of the increase in Charges by the Approved Supplier as may be reasonably required by the Customer to verify such matters; and
 - iv) using care and all reasonable endeavours to avoid and always mitigate such cost increases.
- 9.8 Expenses for all travel incurred will be chargeable to the Customer in accordance with the rates set out in the Services Order Form (SOF).

10. PROPRIETARY RIGHTS

- 10.1 The Customer acknowledges and agrees that Arrow and/or its licensors own all Intellectual Property Rights in the Services and the Documentation and otherwise arising out of or connected with this Agreement. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 10.2 Arrow warrants that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 10.3 The Customer may purchase or extend the scope of any current licence to any Software on request to Arrow and pursuant to clause 10.
- 10.4 Unless agreed expressly otherwise in writing, Arrow shall provide Software proprietary to third parties under the standard licence terms provided by such third parties, copies of which shall be provided to the Customer and the Customer agrees to be bound by such licence terms.
- 10.5 If Arrow develops any software under this Agreement to be used by the Customer, subject to the appropriate Charges being paid for such use (and agreement in writing), Arrow shall grant the Customer a personal, non-transferable, non-exclusive licence to use such Arrow software solely as necessary for the receipt of the Services and in accordance with this Agreement for the term of this Agreement or any relevant SOF to which the supply of Arrow software relates.

11. CONFIDENTIALITY

- 11.1 In connection with this Agreement, each party (as the Disclosing Party) may disclose or make available Confidential Information to the other party (as the Receiving Party). Subject to clause 12.2 Confidential Information means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as confidential. Without limiting the foregoing, all Customer Data (including all Personal Information and the terms of this Agreement) is and will remain the Confidential Information of the Customer.
- 11.2 The Receiving Party may be given access to Confidential Information from the Disclosing Party to perform its obligations under this Agreement. A Disclosing Party's Confidential Information shall not be deemed to include information that:
 - a) is or becomes publicly known other than through any act or omission of the Receiving Party

- b) was in the Receiving Party's lawful possession before the disclosure
 - c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure
 - d) is independently developed by the Receiving Party, which development can be shown by written evidence
 - e) is required to be disclosed by Applicable Law, any court of competent jurisdiction or any regulatory or administrative body.
- 11.3 Each party shall hold the other's Confidential Information in confidence and, unless required by Applicable Law, not make the Disclosing Party's Confidential Information available to any third party or use the Disclosing Party's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.4 Each Receiving Party shall:
- a) ensure that the Disclosing Party's Confidential Information to which it has access is not disclosed or distributed other than by its employees, sub-contractors, or agents (Representatives) who:
 - i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement
 - ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this section; and
 - iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this section
 - b) safeguard the Confidential Information from unauthorised use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care
 - c) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' noncompliance with, the terms of this clause 21; and
 - d) notify the Disclosing Party in writing immediately of any unauthorised disclosure or use of the Disclosing Party's Confidential Information and cooperate with the Disclosing Party to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights, and other rights therein.
- 11.5 The Customer acknowledges that details of the Services, and the results of any performance, security, penetration, vulnerability or other logical, analytical, data or information gathering tests carried out on the Services, constitute Arrow's Confidential Information provided always that such information does not at any time contain any Customer Data.
- 11.6 Arrow acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.7 This clause 11 shall survive termination of this Agreement, however arising.

12. INDEMNITY

- 12.1 The Customer shall defend, indemnify, and hold harmless Arrow against claims, actions, liabilities, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's or any Licensed User's use of the Services and/or Documentation, or in connection with any breach by the Customer of any term of this Agreement, provided that:
- a) the Customer is given prompt notice of any such claim
 - b) Arrow provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - c) the Customer is given sole authority to defend or settle the claim.
- 12.2 The Customer warrants to Arrow that it has the legal right and authority to enter into and perform its obligations under this Agreement and that any materials provided to Arrow by or on behalf of the Customer, and the use by Arrow or its Approved Suppliers of those materials in connection with this Agreement will not infringe any person's intellectual property rights or other legal rights and will not breach any applicable laws. The Customer hereby indemnifies and shall keep indemnified Arrow against all liabilities, losses, costs, and expenses.

13. LIMITATION OF LIABILITY AND INSURANCE

- 13.1 This clause 13 sets out the entire financial liability of Arrow (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of:
- a) any breach of this Agreement and any Schedule
 - b) any use made by the Customer of the Services and the Documentation or any part of them; and
 - c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 13.2 Except as expressly and specifically provided in this Agreement:
- a) Arrow shall have no liability for any damage:
 - i) caused by errors or omissions in any material information provided to Arrow by the Customer in connection with the Services, provided always that Arrow acts as a prudent supplier in accordance with Good Industry Practice when relying on any material information that is provided by the Customer
 - ii) for any negligent acts or omissions taken by Arrow at the Customer's written direction
 - b) all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement

- 13.3 Nothing in this Agreement excludes the liability of Arrow:
- a) for death or personal injury caused by Arrow's negligence; or,
 - b) for fraud or fraudulent misrepresentation.
- 13.4 Subject to clause 13.2:
- a) Arrow shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - i) any consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages or losses
 - ii) loss of profits
 - iii) loss of business
 - iv) depletion of goodwill and/or similar losses; or
 - v) pure economic loss,however arising under this Agreement;
- 13.5 Subject to clauses 13.2 and 13.6 Arrow's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of this Agreement shall be limited to the greater of:
- a) £50,000; and
 - b) the total Charges paid or payable by the Customer to Arrow in any 12-month period preceding the date on which the claim arose.
- 13.6 The exclusions and limitations in clauses 13.2 and 13.3 shall not apply to:
- a) losses arising out of or relating to a party's failure to comply with its obligations under clause 7 and clause 11
 - b) losses arising out of or relating to a party's gross negligence or more culpable conduct, including any wilful misconduct or intentional wrongful acts; or
 - c) losses arising from or relating to a party's violation of Applicable Law.
- 13.7 The Customer's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this Agreement shall not exceed the Charges paid for the Services immediately preceding the date upon which the claim arose. This clause 13.7 does not limit the Customer's obligations to pay Charges when due.

14. TERM AND TERMINATION

- 14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Commencement Date and shall continue through the Initial Term and (unless otherwise stated in a specific Schedule) thereafter, this Agreement shall be

renewed for successive rolling periods of twelve (12) months (each a Renewal Term), subject to Customer approval processes, unless:

- a) either party notifies the other party of termination, in writing, at least sixty (60) days before the end of the Initial Term or any Renewal Term, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Term; or
- b) otherwise terminated in accordance with the provisions of this Agreement.

14.2 The Initial Term, together with any subsequent Renewal Terms, shall constitute "the Term".

14.3 Without affecting any other rights that it may be entitled to, either party may terminate this Agreement without liability to the other if:

- a) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach. For the avoidance of doubt, a material breach shall include any performance (on three (3) or more consecutive months) by Arrow that is less than 80% of the KPIs set out in the Services Order Form (SOF); or
- b) the other party has a receiver or administrative receiver appointed over it or over any part of its business or assets or passes a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or becomes subject to an administration order or enters into any voluntary arrangement with its creditors, or it ceases or threatens to cease or carry on business.

14.4 Arrow may terminate this Agreement with immediate effect by notice in writing to the Customer if:

- a) Arrow or its Approved Supplier are requested by a regulatory authority to terminate the provision of Services or are otherwise, for whatever reason, no longer authorised or permitted to provide all or part of the Services; or
- b) Arrow considers that the breach, act, omission, or default of the Customer may result in Arrow's or its Approved Supplier's failure to comply with any applicable laws or may place them in breach of any agreement with its suppliers; or
- c) use by the Customer or a Licensed User of the Services is, or is likely to cause damage to, interrupt or otherwise prevent Arrow or its Approved Suppliers from supplying services to other customer or complying with obligations owed to other customers; or
- d) such action is required to comply with any applicable laws; or
- e) Arrow or its Approved Supplier has reasonable grounds to suspect that the Customer or a Licensed User are involved in fraudulent or other unlawful activity.

14.5 Without affecting any other rights that it may be entitled to, Arrow may terminate the Agreement for breach if:

- a) payment of any invoiced amount (except to the extent such invoice is disputed in good faith) is overdue and following notification to the Customer under clause 9.3

the Customer does not pay the overdue amount within seven (7) Business Days of a written notice from Arrow; or

- b) payment arrangements have been made by the Customer for payment via a third party and that third party refuses to honour Arrow's Charges when due.

14.6 On termination of this Agreement for any reason:

- a) all licences and access to the Services granted under this Agreement shall immediately terminate; and
- b) each party shall return and make no further use of any Equipment, Software, Documentation, and other items (and all copies of them) belonging to the other party; and
- c) The Customer will pay the outstanding purchase price balance of any equipment the value of which has been amortised over the Term

14.7 If this Agreement is terminated prior to the end of the Initial Term or any Renewal Term, other than for material breach by Arrow under clause 14.3, all Charges payable up to the end of the Initial Term or any Renewal Term and all other fees or sums (including but not limited to interest on late payments) due and payable to Arrow under this Agreement shall be immediately fall due and payable to Arrow.

15. NON-SOLICITATION

15.1 Neither party shall, without the prior written consent of the other party, at any time from the date of the Agreement to the expiry of six months after its termination, solicit or entice away or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of either party.

15.2 Any consent given by Arrow in accordance with this Agreement in writing shall be subject to the Customer paying to Arrow a sum equivalent to 20% of the then current annual remuneration of Arrow's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to such employee or sub-contractor.

16. MARKETING

16.1 Subject always to the Customer prior written consent (at its sole discretion), which will not be unreasonably withheld, Arrow may publish the Customer as a Customer of Arrow for marketing purposes and to use the Customer's then current trademark logo and name on the Arrow web site. Arrow may from time to time collaborate with the Customer to produce and publish Customer comments, endorsements, case studies and other instances of advocacy, for the purposes of marketing, which the Customer has the right to amend and/or approve before publication. Arrow will seek the Customer's prior written consent and inform the Customer prior to when the publications occur.

17. FORCE MAJEURE

17.1 For the purposes of this clause 21, a Force Majeure Event means any event that is:

- a) outside the reasonable control of either party affecting its performance of its obligations under this Agreement (provided that such failure or delay could not have been reasonably foreseen and consequently circumvented or prevented by reasonable precautions) arising from acts, events, omissions, happenings, or non-happenings beyond its reasonable control
- b) not attributable to any wilful act, neglect, or failure to take reasonable preventative action by that party, including an Act of God, riots, war, civil war, terrorist acts, lightning, fire, storm, earthquake, or flood
- c) not related to the known outbreak of COVID 19 as any resulting or related measure or consequences shall not constitute a Force Majeure Event for the purpose of this clause 18.1 unless:
 - i) Arrow can evidence that the relevant measures or requirements have been issued by the UK or Welsh government (Relevant Requirements); and
 - ii) the Relevant Requirements or consequences thereof are more restrictive of Arrow's ability to provide the Services than any similar measures or consequences that had been in effect prior to the Commencement Date; and
- d) is not an event due to any industrial dispute relating to Arrow (or the Arrow Personnel) or any other failure in Arrow or a sub contractor's supply chain (save where such failure is caused by an event that would represent a Force Majeure Event in respect of such third parties themselves on the same terms as set out in this definition).

17.2 If Arrow is subject to a Force Majeure Event:

- a) only the affected Services shall be delayed or stopped. All other Services and obligations under this Agreement will continue to be performed by Arrow; and
- b) corresponding obligations of the Customer will be suspended to the same extent as those of Arrow first affected by the Force Majeure Event. For clarity, this shall include (without limitation) the Customer's obligation to pay any Charges to Arrow in respect of the Services so affected up until the consequences of the Force Majeure Event have been fully resolved and the Services have resumed in accordance with the terms and conditions of this Agreement.

17.3 Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

- a) it shall give written notice as soon as reasonably practicable upon becoming aware of a Force Majeure Event, such notice to contain the following information:
 - i) the Force Majeure Event that has occurred
 - ii) the date from which the Force Majeure Event has prevented or hindered a party from performing its obligations; and
 - iii) the obligations or Services so affected

- b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not (including without limitation, complying with its obligations regarding business continuity and disaster recovery that have been agreed between the parties pursuant to this Agreement); and
 - c) it has used reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement, in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 17.4 If the Force Majeure Event prevails and affects the provision of any Service as contemplated by clause 18.2 for a continuous period of more than 30 continuous days, the Customer may terminate such affected Services [or the Agreement along with any Service Order Form (SOF)] by serving five (5) Business Days' written notice on Arrow.

18. GENERAL

- 18.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement 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.
- 18.3 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18.4 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 18.5 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (in writing or not) of any person (party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out herein.
- 18.6 Neither party shall, without the prior written consent of the other party, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations

under this Agreement. Arrow shall only assign or subcontract its obligations under the Agreement with the Customer's prior written consent.

- 18.7 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.8 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

19. NOTICES

- 19.1 Any notice required to be given under this Agreement shall be in writing and be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes as set out in this Agreement. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 9am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received at 09:00 on the first Business Day after delivery. Where Arrow is required under this Agreement to give the Customer any notice in writing, Arrow may give this notice by letter or email to the Authorised Contact.

20. DISPUTE RESOLUTION

- 20.1 If a dispute arises out of or in connection with this Agreement or the performance, validity, or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
- a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Implementation Manager of Arrow and the Implementation Manager of the Customer shall attempt in good faith to resolve the Dispute
 - b) if the Implementation Managers are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to a director of each party who shall attempt in good faith to resolve it; and
 - c) if both parties' directors are together for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within twenty-eight (28) days of service of the

Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than twenty-eight (28) days after the date of the ADR notice.

- 20.2 No party may commence any court proceedings under clause 23 in relation to the whole or part of the Dispute until twenty-eight (28) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 20.3 If the Dispute is not resolved within fourteen (14) days after service of the ADR notice, either party fails to participate or ceases to participate in the mediation before the expiry of that fourteen (14) day period, or the mediation terminates before the expiry of that fourteen (14) day period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 23.

21. ANTI-BRIBERY

- 21.1 Arrow shall:
- a) comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
 - b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
 - c) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by Arrow in connection with the performance of this Agreement. Breach of this clause 22 shall be deemed a material breach of this Agreement.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England & Wales.
- 22.2 The parties irrevocably agree that the courts of England & Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).

SIGNATURES

This Contract sets out all the terms and conditions which both parties have agreed to in relation to the Services.

SIGNED by or on behalf of the Parties:

For and on behalf of:	<<Customer Name>>
SIGNATURE:	
PRINT NAME:	
POSITION:	
DATE:	

For and on behalf of:	Arrow Business Communications Ltd
SIGNATURE:	
PRINT NAME:	
POSITION:	
DATE:	

APPENDICES

Appendix	Title
Appendix A	Key Personnel
Appendix B	Change Request Form

Appendix A – Key Personnel

Role	Name	Email address	Telephone Number
Arrow Sales Account Manager			
Arrow Service Delivery Manager			
Arrow TDA			
Arrow NOC Lead Engineer			
Customer Authorised Contact(s):			

Appendix B – Change Request Form

Proposed By (Name)	[To be completed by Customer]
Change Description	[To be completed by Customer]
Change Summary	[To be completed by Customer]
Priority	Immediate High Medium Low [Delete as appropriate]
Proposed Start and Finish	Start: 05/04/2016 00:0104/05/2016 00:01 Finish: 05/04/2016 23:59:0005/04/2016 23:59:00
Communications	[Customer to confirm if communication to organisation is required]
Potential Risks	[To be completed by Arrow]
Impact During Change	[To be completed by Arrow]
Roll Back Plan	[To be completed by Arrow]
Testing Plan	[To be completed by Arrow]