

IGspectrum Limited

Services Agreement

This Agreement sets forth the IGspectrum Limited ("IGspectrum") Standard Terms and Conditions for the use of its Services (collectively the "Terms"), and IGspectrum agrees to provide the Services to the Subscriber; such Services provision is dependent upon the Subscriber confirming its intention to use the Services in accordance with the Terms, and making payments by the agreed Payment Due Dates.

Agreement to the Terms is witnessed by the Subscriber requesting the use of the Services via its Purchase Order for Services.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

"Acceptable Usage Policy" Means collectively the policy as declared from time to time by IGspectrum covering the use by the Subscriber and its User(s) of the Services;

"Acceptance" Means the confirmation by IGspectrum that it is satisfied with the Purchase Order placed by the Subscriber to proceed with use of the Services;

"Account" Means collectively the reference numbers allocated to the Subscriber and its User(s), and the assembly of all details relating to dealings between the parties hereto;

"Account Activation" Means the time at which the Services are made available under the Terms and the commencement of the Agreement between the parties hereto;

"Administrator" Means the person(s) identified by the Subscriber as being authorised to administer and oversee the Services usage;

"Agreement Renewal" Means the renewal of the Agreement in the absence of a termination notice;

"Authorised E-mail Address" Means the e-mail address notified by the Subscriber as being authorised for use in the administration of the Services usage;

"Authorised Persons" Means any party, from a third party entity or individual, with whom the Subscriber has dealings in the normal course of its own lawful activities;

"Encryption" Means the anonymisation technique and associated processes used to protect confidential information contained in documents and files of the Subscriber;

"Intellectual Property" Means property in which intellectual property rights of whatever nature (including but not limited to patents, trademarks, database rights and present and future copyright) subsist and, where the context so admits, includes such intellectual property rights;

"Internet Browser" Means the software used by the Subscriber to access the Internet and the Services, such software to be in accordance with Supported Software policy;

"Licence" Means the permission granted by IGspectrum for the Subscriber to use the Services, and at all times in accordance with the Acceptable Usage Policy;

"Once-only Fee" Means the payments made to IGspectrum in relation to Services that are provided to the Subscriber, where such Services are not subject to a Subscription Fee, and such Services attract a fee for service provision;

"Payment Due Dates" Means the dates upon which payments for the Services fall due and collectible by IGspectrum;

"PID" Means personal identifiable data, as described from time to time within guidelines on information governance, and as generally accepted;

"Pseudonymisation" Means the anonymisation technique and associated processes used to protect confidential PID information contained in documents and files of the Subscriber;

"PseudonymIT" Means the brand name used by IGspectrum for the provision of pseudonymisation and encryption Services

"Purchase Order" Means the confirmation to proceed with Services by the Subscriber in the amount applicable, as per the quotation provided by IGspectrum and as evidenced within addenda to be attached to this Agreement, for either a Subscription Period or in relation to a Once-only Fee;

"Registration" Means the process via which the Subscriber makes known its intention to use the Services and Service Levels and passes on relevant details and Purchase Orders to IGspectrum, and in turn IGspectrum records these details within the Subscriber Account;

"Security Code" Means the unique identification code provided by IGspectrum to the Subscriber for use by the Administrator to manage the base of Users, employed, or authorised to use the Services, by the Subscriber;

"Service Levels" Means collectively the range of services offered by IGspectrum, and the number of services requested by the Subscriber;

"Services" Means collectively any online facilities, tools, services, information or products, and Support Services that IGspectrum makes available either now or in the future;

"Subscriber" Means the counterparty which agrees to the Terms hereto, and creates an Account with IGspectrum for the use of the Services by it and its User(s);

"Subscription" Means collectively agreement to pay for Services that are subject to either a Subscription Fee or Once-only Fee;

"Subscription Fee" Means the monies to be paid by the Subscriber to activate their Account and to enable them to access Services, which are provided on an on-going basis;

"Subscription Period" Means the period of Services provision covered by the Subscription Fee or Once-only Fee;

"Support Services" Means collectively the professional services offered by IGspectrum, including training and consultancy, and as may from time to time be requested and paid for by the Subscriber; all such services will be covered by an addendum to this Agreement, and will include a Once-only Fee;

"Supported Software" Means collectively the accepted specifications and /or versions of third party software via which IGspectrum will make the Services compliant, as notified by IGspectrum from time to time;

"System" Means any online communications infrastructure that IGspectrum makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

"User" / "Users" Means those individuals that are employed or authorised by the Subscriber and have been given an access password by the Administrator to access and use the Services in accordance with the Acceptable Usage Policy; and

"Web Site" Means the website www.igspectrum.com and any related or sub-domains of this site unless expressly excluded by their own terms and conditions.

1.1 The headings in this Agreement do not affect its interpretation. Save where the context otherwise requires, references to Clauses, Addenda and Sub-clauses, are clauses, addenda and sub-clauses of this Agreement.

1.2 In this Agreement, except where the context otherwise requires:

1.2.1 Any reference to this Agreement includes the Addenda to it, each of which forms part of this Agreement for all purposes;

1.2.2 A reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;

1.2.3 Words in the singular shall include the plural and vice versa;

1.2.4 References to one gender include other genders;

1.2.5 A reference to a person shall include a reference to a firm, a body corporate, an unincorporated association, a partnership or to an individual's executors or administrators;

1.2.6 A reference to a clause, sub-clause or Addendum shall be a reference to a clause, sub-clause or Addendum (as the case may be) of or to this Agreement;

1.2.7 If a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

1.2.8 References to writing shall include any modes of reproducing words in any legible form and shall include email except where expressly stated otherwise;

1.2.9 A reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";

1.2.10 The headings in this Agreement are for convenience only and shall not affect its interpretation; and

1.2.11 References to this Agreement include this Agreement as amended or supplemented in accordance with its terms.

1.3 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Addendum, the provision in the body of this Agreement shall take precedence.

1.4 In the event that any of the terms herein are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions.

2. **General**

2.1 By proceeding to issue its Purchase Order(s) for the Services the Subscriber agrees to be legally bound by the Terms.

2.2 The Services are available via a Subscription Fee arrangement or a Once-only Fee, which covers use of the Services under the Terms.

2.3 The Subscriber agrees that its requests to proceed with a given service or range of services as part of its initial registration and any subsequent requests for additional services, are subject to the Terms herein.

2.4 Where the Services are made available via online tools, these are subject to a Licence grant. The Licence is granted subject to the Subscriber abiding by the Acceptable Usage Policy covering the Services, as notified from time-to-time by IGspectrum, and in relation to Clause 3.

2.5 The Subscriber is required to appoint an Administrator, who will in turn act as the contact point for on-going communications with IGspectrum. This will facilitate adding and managing individual users, who are directly employed by the Subscriber, who may connect to the Services.

2.6 As part of Registration, the Subscriber will receive a price quotation from IGspectrum; acceptance of the quotation requires both a confirmation to proceed and a Purchase Order from the Subscriber, made by a duly authorised Subscriber director or employee.

2.7 IGspectrum will notify the Administrator regarding the successful registration for the Subscriber, following its acceptance procedures. This notification will include a security ID number (the Security Code), which must be used when providing individual Users with access to the Services.

2.8 Each party hereto, in the provision and use of the Services, may undertake the processing of personal data as a data processor on behalf of a data controller, as these terms

are defined in the Data Protection Act 1998, and subsequent Acts, and accordingly agrees that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

2.9 Each party hereto agrees to comply with its obligations under the Data Protection Act 1998, and subsequent Acts in respect of the provision of the Services. Each party agrees, where appropriate, to co-operate with the other party to provide reasonable assistance in responding to requests to access personal data.

2.10 The Subscriber shall indemnify IGspectrum and keep it indemnified for the duration of this Agreement against all claims and proceedings made or brought by any person in respect of any loss, damage or distress to that person or in the exercise of that person's statutory rights by reason of wrongful processing of any personal data.

2.11 The Subscriber will only use the Services for its own purposes, and allow its own employees or Authorised Persons to access the Services.

2.12 Each Licence granted permits the User(s) and Authorised Persons to access the Services, subject to the Service Levels contracted for by the Subscriber.

2.13 The Subscriber is responsible for information security matters relating to the use of the Services and all information under the control of the Subscriber.

2.14 All content made available by IGspectrum on the Web Site, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of IGspectrum. By continuing to use the Web Site the Subscriber acknowledges that such material is protected by applicable United Kingdom and International intellectual property and other laws.

3. Acceptable Usage of Services

3.1 When using the online tools contained within the Services, the Subscriber and its User(s) shall do so in a manner in keeping with the intention of the Services in support of good practice in information governance. For the avoidance of doubt, the Subscriber agrees that it and its User(s) will not:

3.1.1 Include obscene or vulgar language or images in any data content;

3.1.2 Submit content that is unlawful or otherwise objectionable. This includes, but is not limited to, content that is abusive, threatening, harassing, defamatory, ageist, sexist, racist, discriminatory or in any form that is likely to cause offence;

3.1.3 Submit content that is intended to promote or incite violence;

3.1.4 Post links to other web sites containing any of the above types of content;

3.1.5 Identify themselves in violation of these terms of use or any applicable laws;

3.1.6 Impersonate other people, particularly employees and representatives of IGspectrum;

3.1.7 Use the Services for unauthorised mass-communication such as "spam" or "junk mail";

3.1.8 Use the Services for any purpose that is unlawful, and

3.1.9 Use the Services for any purpose whatsoever that would bring the Services into disrepute.

3.2 The Subscriber acknowledges that IGspectrum reserves the right to take any action it sees fit, including suspension of Services access, in respect of failure by the Subscriber to adhere to the Acceptable Usage policy, in relation to this Clause 3.

4. Accounts

4.1 In order to access the online tools contained within the Services, Users will become registered within the Account which will contain certain personal contact details which may vary based upon the type of Account chosen. By continuing to use the Services, the Subscriber, on behalf of its Users, represents and warrants that:

4.1.1 All information submitted is accurate and truthful; and

4.1.2 All information will be kept accurate and up-to-date.

4.2 The creation of an Account is further affirmation of the representation and warranty.

4.3 Sharing Accounts is not permitted between the Subscriber and other third parties. The Account is established solely for the Subscriber's own use.

4.4 When choosing Usernames these are required to adhere to the terms set out above in Clause 3. Any failure to do so could result in the suspension and/or deletion of a User's Account.

5. Subscription Fees and Once-Only Fees

5.1 The Services Subscription Period for relevant Service Levels commences on the date that the Account is activated, as covered by the addenda hereto;

5.2 Invoices for Subscription Fees or Once-only Fees will be submitted for payment upon receipt of Purchase Orders;

5.3 IGspectrum reserves the right to change Subscription Fees from time to time and any such changes may affect the price of subsequent renewals.

5.4 Subscription Fees may be offered either on an annual basis or for multiple years. Price quotations will be provided for either option.

6. Confidentiality

6.1 Except as required by law both parties shall procure that all confidential information disclosed by one party to the other in accordance with this Agreement or which may at any time until termination of this Agreement come into the other party's knowledge, possession

or control shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Agreement and then only under appropriate confidentiality provisions approved by the other party.

6.2 For the purposes of this Agreement information relating to the business of a party, its business systems, business processes and client and supplier lists are hereby deemed to be confidential information.

6.3 These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either party.

6.4 Each party to this Agreement shall not use any data or information regarding this Agreement nor reproduce the data or information in whole or in part in any form except as is expressly required by this Agreement.

7. Agreement Duration and Renewal

7.1 Where Service Levels are requested that involve Once-only Fees alone, then the Terms hereto apply for the duration of the provision of such services; the Agreement in respect of such Services will cease once all agreed payments have been made by the Subscriber.

7.2 Where Service Levels involve Subscription Fees the Agreement between the parties will automatically become renewed, on the existing Subscription Period arrangements, in the absence of a termination notice served by either party, in accordance with Clause 8.

8. Termination

8.1 Either IGspectrum or the Subscriber may terminate an Account and related Subscription. If IGspectrum terminates the Account, the Subscriber will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, IGspectrum reserves the right to terminate without giving reasons;

8.2 If IGspectrum terminates an Account as a result of breach of the Terms, the Subscriber will not be entitled to a refund;

8.3 If IGspectrum terminates an Account in relation to Services covered by Subscription Fees for reasons other than breach, the Subscriber will be refunded any remaining balance of the Subscription Fee. Such a refund will be calculated based upon the fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of the Subscription Period;

8.4 If the Subscriber terminates its Account in relation to Services covered by Subscription Fees, such termination will take effect at the conclusion of the Subscription Period.

8.5 Except for breach, both parties agree to give at least three months' notice for termination, in respect of Services that attract Subscription Fees.

8.6 This Agreement may be terminated for cause in whole by either party in the following circumstances:

8.6.1 By either party with immediate effect from service on the other of notice if the other party is in breach of any material obligation under this Agreement and, if the breach is capable of remedy, that party has failed to remedy such breach within 30 business days of receipt of notice so to do;

8.6.2 By either party with immediate effect from the date of service on the other of notice if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other's property;

8.6.3 By either party with immediate effect from the date of service on the other party of notice if the other party ceases or threatens to cease to carry on business;

9. **Disclaimers**

9.1 IGspectrum makes no representations, warranties or guarantees about the accuracy, completeness or adequacy of the Services. Additionally it cannot accept liability for any consequences related to any person's inability to use the Services or to benefit from the Services provided. Furthermore, IGspectrum accepts no liability for any disruption or non-availability of the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

10. **Force Majeure**

10.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, terror event, explosion or civil commotion.

10.2 In the event of either party being so delayed or prevented from performing its obligations such party shall give notice in writing of such delay or prevention to the other party as soon as reasonably possible stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration; use reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this Agreement; and resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

11. **Limitation of Liability**

11.1 IGspectrum liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising out of breach of these Terms shall be limited to the value of either the Subscriber Fee for the current Subscription Period, or the Once-only Fee quoted in relation to the relevant Service Levels contracted for. For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Services, to the maximum extent permitted by law, IGspectrum accepts no liability. Subscribers and User(s) should be aware that they use the Web Site, the Services

and its content at their own risk.

11.2 Nothing in these Terms and Conditions excludes or restricts IGspectrum's liability for death or personal injury resulting from any negligence or fraud on the part of IGspectrum.

12. No Waiver

12.1 In the event that any party to these Terms fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

13. Assignment and Sub-contracting

13.1 Neither party shall be entitled to assign or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of the other party.

14. Entire Agreement

14.1 This Agreement contains the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter.

15. Notices

15.1 All notices / communications shall be made by Authorised E-mail Address. All e-mail notices must be confirmed by the recipient as received within five working days. In the event the notice is not acknowledged within five working days, the parties agree that pursuant to the fifth working day following the day of issue the notice is deemed delivered.

16. Law and Jurisdiction

16.1 This Agreement shall be governed by and construed in accordance with English Law and each party hereby submits to the exclusive jurisdiction of the English Courts.

17. Counterparts

17.1 This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original but all these counterparts shall together constitute one and the same instrument.