



GENERAL TERMS AND CONDITIONS





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AUTHOR

Name	Position
Phil Marlow	Head of Finance & Business Operations

CONTRIBUTORS

Name	Position
Phil Marlow	Head of Finance & Business Operations

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CLAUSE 1 – DEFINITIONS & INTERPRETATION

In this Contract the following definitions apply:

"Acceptance"	Has the meaning given to it in Clause 5.6.
"Affiliate"	means in relation to a Party (i) any entity under the control of such Party; and (ii) any entity controlling such Party; and (iii) any other entity under the control of a controlling entity under paragraph (ii).
"Application Software"	means software that is designed to accomplish a specific processing task.
"ITGL"	means the trading name of ITGL Limited, whose registered office is at Trafalgar House, 223 Southampton Road, Portsmouth, PO6 4PY. Registration No. 07902312.
"ITGL Equipment"	means equipment (including any Software) owned or licensed by ITGL and placed on the Client's premises by ITGL for provision of the Service.
"ITGL Provided Equipment"	means equipment sold to the Client (including Software licensed to the Client) pursuant to the Service Schedule agreed by the Contract.
"Business Day"	means (unless stated in the relevant Service Schedule) Mondays through Fridays, inclusive, but does not include national, public, or bank holidays in the country or locality where the relevant action is to be taken. If the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next Business Day.
"Charges"	means the fees payable for Service(s) under this Contract and as further defined in the Service Schedule(s) and/or the Order Acknowledgement Form(s).



"Confidential Information"	means all documentation, technical information, Software, business information or other materials of a confidential nature and/or that are disclosed in confidence by either Party to the other during the term of this Contract.
"Contract"	means in order of precedence the Terms & Conditions, applicable Service Schedules and the Order Acknowledgment Form.
"Client"	means the relevant Client entity named on the Order Acknowledgment Form as the case may be. ITGL may accept instructions from a person who ITGL reasonably believes is acting with the Client's authority or knowledge.
"Client Equipment"	means equipment (including Software embedded in or run on such equipment), other than ITGL Equipment, used by the Client, in connection with the Services.
"Cloud Services"	means cloud services provided by the Cloud Service Provider.
"Cloud Service Provider"	means Cisco Systems Inc, or its affiliate.
"Delivery"	has the meaning given to it in Clause 5.1.
"Dispute"	means any disagreement, conflict or claims arising out of or in connection with this Contract or its validity.
"Force Majeure Event"	has the meaning given to it in Clause 17, Force Majeure.
"Terms & Conditions"	means Clauses 1-25 inclusive set out below.
"Mark(s)"	means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.



"Minimum Period of Service"	means the minimum duration for each Service or each component of the Service as defined in the relevant Service Schedule or Order Acknowledgement Form and calculated from the Operational Service Date of the last Site becoming operational as notified by ITGL, continuing thereafter in accordance with Clause 3 of the Terms & Conditions of this Contract.
"Monthly Average Rate"	means the arithmetic mean of the closing spot rates for a given month. The closing spot rate means the world markets Company Closing Spot Rate taken from Reuters at 4pm GMT, as published in the Financial Times in London the following day.
"Operating Software"	means software responsible for the management and coordination of processing activities and the sharing of resources in relation to the device upon which it is installed.
"Operational Service Date"	means the date on which any Service or part of a Service is first made available to the Client by ITGL or the date when the Client first starts to use such Service (or part of the Service), whichever date is earlier.
"Order Acknowledgement Form"	means a form issued by ITGL to the Client showing Service(s) ordered by the Client.
"Party"	means either ITGL or the Client; "Parties" means both ITGL and the Client.
"Service"	means each service as described in the agreed Service Schedule(s) and, as the case may be, further specified in the applicable Order Acknowledgement Form(s).
"Service Level Agreement"	means the document attached either to this Contract or to a Service Schedule defining the service levels applicable to that Service.



"Service Schedule"	means a schedule which describes the Service to be provided to the Client, any commitments to purchase the Service and any specific rates, terms and conditions for the provision of that Service to the Client. Service Schedules may be added or revised from time to time by mutual agreement of the Parties and in accordance with the terms of this Contract.
"Site"	means the place at which ITGL agrees to provide Service.
"Software"	has the meaning given to it in Clause 12, Intellectual Property.
"User"	means anyone who is properly permitted by the Client to use or access the Service purchased by the Client.

In this Contract headings and bold type are for convenience only and do not affect the interpretation of this Contract and, unless the context otherwise requires:

- a) references to the Recitals, Parties, Service Schedules and Clauses are references respectively to the Recitals, Parties, Service Schedules and Clauses to and of this Contract;
- b) words importing the singular include the plural and vice-versa;
- c) the Service Schedule will have effect as if set out in this Contract.

CLAUSE 2 – EFFECTIVE DATE

This Contract is effective on the date when the Order Acknowledgement Form is sent to the Client and shall continue until terminated in accordance with its terms.

CLAUSE 3 – DURATION

Where applicable, each Service or part of the Service shall have a Minimum Period of Service calculated from the Operational Service Date as notified by ITGL. Unless otherwise agreed, thereafter the Service shall continue in full force and effect in subsequent twelve (12) month periods ("Renewal Period") unless or until terminated by either Party in accordance with Clause 19 of these Terms & Conditions. Unless otherwise agreed by the Parties in writing,



such renewal shall be subject to the conditions and the Charges current at the date of renewal.

CLAUSE 4 – PROVISION OF SERVICE

- 4.1 ITGL agrees to provide the Client with the Service described in the applicable Service Schedule or in the Order Acknowledgement Form(s) from the Operational Service Date.
- 4.2 ITGL will repair faults in the Service in accordance with the applicable Service Schedule.
- 4.3 Provided ITGL gives the Client as much notice as reasonably practicable, ITGL may occasionally:
- a) suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network; or
 - b) for operational reasons, change the technical specification of the Service, provided that any such change does not materially decrease or impair performance of the Service.
- 4.4 The Client will comply with ITGL's reasonable requests which are necessary for reasons of health, security, safety or the quality and/or performance of any Service provided to the Client.
- 4.5 Cloud Services: Client acknowledges that ITGL provide Cloud Services as a reseller for the Cloud Service Provider. Accordingly, the Cloud Service Provider's terms and conditions referred to on the Service Schedule apply to any such service. Client acknowledges that ITGL shall not be liable for any deficiency or loss related to or in connection with the provision of Cloud Services.

CLAUSE 5 – DELIVERY AND ACCEPTANCE

- 5.1 If the Service includes ITGL Provided Equipment, ITGL or its supplier will deliver the ITGL Provided Equipment either by hand or using a courier service, to the UK address shown on the Order Acknowledgement Form ("**Delivery**"). The Client may also, subject to prior written agreement, collect ITGL Provided Equipment from ITGL's premises (or such other agreed place), in which case Delivery shall occur upon collection.
- 5.2 ITGL will use reasonable endeavours to Deliver ITGL Provided Equipment by the date agreed with the Client but all dates are estimates and ITGL has no liability for any failure to meet any such date (unless otherwise agreed in writing).



- 5.3** Upon the day of Delivery, the Client will sign for the ITGL Provided Equipment and notify ITGL if:
- a) the quantity of packages Delivered is different to the quantity shown on the delivery note; and/or
 - b) there is any damage to the packages or boxes.
- 5.4** The Client must notify ITGL in writing of any damage to any of the ITGL Provided Equipment (other than damage caused by any act or omission by the Client the repair of which shall be at additional Charge), or any other discrepancy in the ITGL Provided Equipment within five (5) Business Days from the date of Delivery. Such notification should include model and part numbers of affected ITGL Provided Equipment and the identity of any software application (as appropriate). Subject to any guarantee or warranty provided with the ITGL Provided Equipment and notified to the Client in writing, ITGL shall have no further liability to the Client regarding repair or replacement of the ITGL Provided Equipment where the Client has not notified ITGL as set out in this Clause 5.4
- 5.5** The Client shall follow ITGL's reasonable instructions when returning ITGL Provided Equipment that it has notified to ITGL as set out in Clause 5.4 above. The Client will ensure that ITGL Provided Equipment is returned in "as new condition" (save where the ITGL Provided Equipment was Delivered in a damaged condition), in its original packaging and that the seal is not broken for any software, unless otherwise agreed by ITGL in writing or if the software is faulty. ITGL may at its option either reject any returns that are not in accordance with its instructions or that are incomplete, or charge a restocking fee. ITGL will raise a credit note for all returns that are not rejected in accordance with this Clause 5.5.
- 5.6** Where the Client requires installation of the ITGL Provided Equipment and this is specified on the Order Acknowledgement Form, then following Delivery and installation ITGL will test the ITGL Provided Equipment to ensure that it is ready for use. Where ITGL is to install the ITGL Provided Equipment acceptance by the Client ("**Acceptance**") will take place on the earlier of:
- a) the date when ITGL notifies the Client that the ITGL Provided Equipment has passed ITGL's tests and is ready for use; or
 - b) the date when the Client begins to use the ITGL Provided Equipment; or
 - c) ten (10) Business Days from the initial agreed date of Delivery where the Client delays installation or re-schedules Delivery for more than ten (10) Business Days after the initial agreed date of Delivery.
- 5.7** Acceptance will not be prevented by minor faults that do not impair the ITGL Provided Equipment's performance, but ITGL will fix any minor faults within a reasonable time.
- 5.8** If the Client delays or prevents Delivery or installation of the ITGL Provided Equipment, ITGL may apply reasonable additional Charges for any costs that it incurs. If any additional Charges are payable, ITGL will inform the Client in writing.

- 5.9** ITGL's sole liability for incomplete or damaged ITGL Provided Equipment on Delivery will be to replace the ITGL Provided Equipment at its own expense.
- 5.10** For the avoidance of doubt, unless requested to do so by the Client as chargeable options, the Service shall exclude installation and maintenance of the ITGL Provided Equipment.

CLAUSE 6 – RISK AND OWNERSHIP

- 6.1** Risk in all ITGL Provided Equipment shall pass to the Client upon Delivery, but the Client will not be liable for any loss or damage to the extent that it is caused by ITGL's negligence.
- 6.2** Title and property in all ITGL Provided Equipment, including full legal and beneficial ownership (but excluding intellectual property rights in any Software), shall pass to the Client upon receipt by ITGL of payment in full in cleared funds in accordance with the terms of this Contract.
- 6.3** Until payment in full and in the event of threatened seizure of the ITGL Provided Equipment, or if any of the events listed in Clause 19.7 below apply to the Client, the Client will immediately notify ITGL and ITGL may take action to repossess the ITGL Provided Equipment. The Client will also notify interested third parties of ITGL's ownership of the ITGL Provided Equipment.
- 6.4** Upon payment in full (or as otherwise agreed in writing) the Client will be granted a non-exclusive, non-transferable licence from the Equipment Manufacturer to use the Software to the extent detailed in Clause 12 below.
- 6.5** For the purpose of this Clause 6, payment in full shall include the Charges for the ITGL Provided Equipment and the amount of any interest due in relation thereto under the terms of this Contract.
- 6.6** ITGL Provided Equipment shall be invoiced to the client at the point of delivery to the client's site. Invoices shall be paid 30 days from the date of invoice.
- 6.7** Where it is required that ITGL Provided Equipment, is delivered to a location other than a client site, ITGL shall invoice the client in full, for the ITGL Provided Equipment on delivery to that site. The client shall accept delivery of ITGL Provided Equipment, as if it were delivered to a client site, and shall be responsible for the loss or damage to the ITGL Provided Equipment from the point of delivery to the non-client site, unless otherwise agreed in writing with ITGL. Invoices shall be paid 30 days from the date of invoice.



CLAUSE 7 – USE OF THE SERVICE

- 7.1** The Client may use any Service for its own purposes, provided that:
- a) the Client complies with the terms of any telecommunications legislation; and
 - b) the Client or any User does not use the Service to send any communication which is illegal; and
 - c) the Client shall remain responsible for any access and use of the Service by its Users, all Charges incurred and compliance with all terms and conditions by it and its Users under this Contract.
- 7.2** So far as may be permitted by relevant law or regulation, it is agreed that ITGL will have no liability and the Client will make no claim in respect of any matter arising from any use of the Service which is contrary to the provisions of Clause 7.1 and/or ITGL's specific reasonable instructions, such instructions to be provided in writing under the notice provisions of Clause 21.
- 7.3** Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of ITGL under this Contract are solely to the Client and not to any third party, including any other User. The Client will keep harmless and will indemnify ITGL against any liabilities or costs arising from any and all claims by any third party – including Users – in connection with the use of the Services.

CLAUSE 8 – CHARGES

- 8.1** The Charges for the Service are reflected in the applicable Order Acknowledgement Form and will be calculated in accordance with the Service Schedule. Charging will begin on the Operational Service Date. Charges for use of the Service will be calculated in accordance with details recorded by, or on behalf of, ITGL.
- 8.2** Unless otherwise agreed by ITGL in writing the Client must pay all Charges for the Services within thirty (30) days of the date of ITGL's invoice, without any set-off, counterclaim or deduction. Where applicable, ITGL may set-off any amounts it owes to the Client against any amounts owed by the Client to ITGL under this Contract. ITGL may, in its discretion, add interest charges, from the due date, to any past due amounts at a per annum rate of 8 percentage points above the base lending rate of the Bank of England, compounded daily. Failure to pay the Charges within the period set out in this Clause 8.2 shall cause all amounts payable under this Contract and any other contract between ITGL and the Client to become immediately due and payable in full.
- 8.3** Unless provided otherwise in a Service Schedule or Order Acknowledgement Form, ITGL will invoice Charges in Pounds sterling and the Client will pay all



Charges in Pounds sterling. Charges are exclusive of applicable value-added, sales, use, excise, customs duties or other taxes, fees or surcharges (including, but not limited to regulatory fees or surcharges) ("**Taxes**"), relating to the sale, purchase, transfer of ownership, delivery, installation, license, use or processing of ITGL Equipment and/or ITGL Provided Equipment or provision of the Service under this Contract. The Client will pay all such Taxes including those paid or payable by ITGL and any related interest and penalties, for goods or services supplied under this Contract, except to the extent a valid exemption certificate is provided by the Client to ITGL prior to the delivery of Service.

- 8.4** In the event that payment of any amount of the Charges becomes subject to withholding tax, levy or similar payment obligation on sums due to ITGL under this Contract such withholding tax amounts shall be borne and paid for by the Client in addition to the sums due to ITGL. The Client will provide ITGL free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Client.
- 8.5** At the Client's written request, ITGL will consider whether it is practicable (taking into account capability and the cost of doing so) to render invoices in a currency other than Pounds Sterling. If ITGL considers that it is practicable to do so, it will invoice in local currency and Charges will be due in local currency provided, however, that the Client's invoices will be calculated in Pounds Sterling and Charges for individual items will continue to be shown in Pounds Sterling. The total sum due to ITGL (inclusive of applicable Taxes) will be converted by ITGL to the Client's currency of choice at the Monthly Average Rate on the date that the invoice is issued, or any other conversion rate as agreed in writing by the Parties.
- 8.6** ITGL reserves the right to charge additional sums at any time where the Client has requested additional services or where, in ITGL's reasonable opinion, such additional sums are necessary as a result of the Client's instructions, or the inaccuracy of information provided by the Client.
- 8.7** The Client will promptly, but in no event later than fourteen (14) days from the date of invoice, notify ITGL in writing of any disputed invoice, together with all information relevant to the Dispute, including the account numbers, circuit identification, and support ticket numbers, if any, and an explanation of the amount disputed and the reasons. The Client must pay all undisputed amounts in accordance with Clause 8.2 unless the disputed amount is less than 5 per cent of the total invoice amount in which case the total invoice amount shall be due and payable by the due date. Disputes shall be resolved promptly and the resolved amount, if any, payable within fourteen (14) Business Days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.
- 8.8** Without prejudice to any other provision of this Contract, if the Client fails to pay any sums due in accordance with the terms of this Contract, ITGL may, at its option on fourteen (14) days' written notice to the Client:
- a) restrict, suspend or terminate provision of the relevant Service(s) and ITGL shall be released from its obligations under this Contract with respect to such



Service until any balance due is paid or until such other material breach is remedied; and/or

- b) as an exception to Clause 18, terminate this Contract without liability to or right to compensation for the Client and without prejudice to ITGL's rights to be paid sums due.

8.9 Unless otherwise agreed in writing, lack of Client references on the invoice shall not constitute a valid reason by the Client to withhold payment due under the invoice. The Client shall make payment in accordance with the details shown on the invoice and where the Client makes an aggregated payment in respect of more than one invoice, the Client shall submit a remittance slip to show amounts paid in relation to individual invoices.

8.10 The occurrence of a Force Majeure Event shall not relieve the Client of its obligation to pay the Charges within the period set out in this Clause 8 for Service(s) furnished prior to the Force Majeure Event.

CLAUSE 9 – ITGL EQUIPMENT AND ITGL PROVIDED EQUIPMENT

9.1 If ITGL Equipment or ITGL Provided Equipment is required to be installed at a Site to enable ITGL to provide the Service, the Client will prior to installation at its own expense:

- a) obtain all necessary consents, including consents for any necessary alterations to buildings;
- b) provide a suitable and safe working environment, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;
- c) provide any electricity and telecommunication connection points required by ITGL; and
- d) provide any openings in buildings required to connect such ITGL Equipment or ITGL Provided Equipment to appropriate telecommunication facilities.

The above actions must be completed in advance of any installation work by ITGL.

9.2 The Client is responsible for the ITGL Equipment and must not move, add to, modify or in any way interfere with the ITGL Equipment, nor allow anyone else (other than someone authorised by ITGL) to do so. The Client will be liable to ITGL for any loss of or damage to the ITGL Equipment, except where the loss or damage is due to fair wear and tear or is caused by ITGL or anyone acting on ITGL's behalf.



CLAUSE 10 – ACCESS AND SITE REGULATIONS

The Client will, upon reasonable notification from ITGL, allow ITGL, its employees (or anyone authorised by ITGL to act on its behalf), agents and subcontractors access to the Client's premises or to the Site as may be reasonably necessary for the performance by ITGL of its obligations under this Contract, including the installation of ITGL Equipment or ITGL Provided Equipment and maintenance, recovery or removal of any ITGL Equipment. ITGL will use reasonable care in removal of ITGL Equipment. ITGL, its employees, agents and subcontractors, shall observe the Client's reasonable site regulations previously advised in writing to ITGL.

CLAUSE 11 – CONNECTION OF CLIENT EQUIPMENT TO THE SERVICE

- 11.1 The Client must ensure that any Client Equipment connected to or used with the Service is connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment.
- 11.2 The Client must ensure that any Client Equipment attached (directly or indirectly) to the Service by the Client is technically compatible with the Service and approved for that purpose under any applicable law or regulation. In the case of ITGL Provided Equipment sold for the purpose of the Client's use with the Service, the Client may rely upon ITGL's representations as to such compatibility and compliance, as of the date of provision.

CLAUSE 12 – INTELLECTUAL PROPERTY

- 12.1 Ownership of and all intellectual property rights in any ITGL Equipment, software, operating manuals and associated documentation, made available as part of any Service or otherwise generated by or for ITGL in connection with this Contract, shall remain the property of ITGL or its licensors. ITGL will grant the Client a personal, non-transferable and non-exclusive licence to use and to permit its Users to use, in object code form, all software (including Application Software and Operating Software) and associated written and electronic documentation and data furnished by ITGL pursuant to this Contract ("Software"), solely as necessary for receipt of the Service and solely in accordance with this Contract and the applicable written and electronic documentation. The term of any licence granted by ITGL pursuant to this Clause 12.1 is co-terminus with the term for the Service with which the Software is associated.



- 12.2** The Client must not, without ITGL's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to ITGL following termination of a Service or this Contract whichever takes place earliest unless required under applicable law and/or regulation and unless the material is required for the provision of a Service which is still being provided to the Client at the time of termination of this Contract. The Client must not take any steps to modify the Software, or reverse assemble, reverse compile (except as permitted by applicable law) or otherwise derive a source code version of the Software. The Software is and will remain the sole and exclusive property of ITGL or its supplier.
- 12.3** Neither Party acquires any rights to the other Party's patents, copyrights or other intellectual property under this Contract except the limited rights necessary to perform its obligations under this Contract.
- 12.4** Neither Party may use any Marks of the other Party.
- 12.5** ITGL warrants that it has all rights, authorisations and licences required to provide the Services and Software licences granted to the Client.

CLAUSE 13 – INTELLECTUAL PROPERTY INDEMNITIES

- 13.1** ITGL will defend, indemnify and hold the Client harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of ITGL's provision of the Service. As a condition of this indemnity the Client must:
- a) notify ITGL promptly in writing of any allegation of infringement;
 - b) make no admission relating to the infringement;
 - c) allow ITGL to conduct all negotiations and proceedings and give ITGL all reasonable assistance in doing so (ITGL will pay the Client's reasonable expenses for such assistance); and
 - d) allow ITGL to modify or replace the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification or replacement does not materially adversely affect the performance of the Service.
- 13.2** If the Service becomes, or ITGL believes it is likely to become, the subject of an allegation or claim for infringement of any intellectual property rights as referred to in Clause 13.1, ITGL, at its option and expense, may secure for the Client a right of continued use or modify or replace the Service, as set forth in Clause 13.1(d), so that it is no longer infringing. If neither of those remedies is available to ITGL



on reasonable terms, ITGL may so notify the Client and terminate such infringing Service without penalty to either Party.

- 13.3** Without prejudice to the provisions of the applicable law, the indemnity and remedies in Clauses 13.1 and 13.2 are the exclusive remedies for claims of infringement and do not apply to claims for infringements related to the Client's or User's Content in connection with the Service, the use of the Service in conjunction with other equipment, software or services not supplied by ITGL or to infringements occasioned by work done by ITGL in accordance with directions or specifications given by the Client or designs made by, or on behalf of, the Client, including any part of the Service designed to the Client's specifications. The Client will indemnify and hold ITGL harmless against all claims, proceedings and expenses arising from such infringements and will immediately cease any activity which gives rise to the alleged infringement.
- 13.4** The limitations and exclusions of liability contained in Clause 14 do not apply to this Clause 13.

CLAUSE 14 – LIMITATION OF LIABILITY

- 14.1** Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.
- 14.2** Subject to Clause 14.1, neither Party shall be liable to the other or to any third party, (whether in contract, tort, under statute or otherwise (including in each case negligence)) for any of the following types of loss or damage arising under or in relation to this Contract or any part of it (including without limitation any Service Schedule, Order Acknowledgement Form, or Service Level Agreement):
- a) Any loss of profits, business, contracts, anticipated savings, goodwill (including pecuniary losses arising out of goodwill), opportunity, revenue or wasted expenditure; and/or
 - b) any loss from expenditure of time by managers and employees or business interruption; and/or
 - c) any loss or corruption or destruction of data; and/or
 - d) any loss arising from the transmission of viruses; and/or
 - e) any special, indirect or consequential loss or damage whatsoever,
- whether or not that Party was advised in advance of the possibility of such loss or damage.
- 14.3** If a Party is in breach of any its obligations under this Contract (or any part of it) or if any other liability is arising (including liability for negligence or breach of



statutory duty) then, subject to Clauses 14.1, 14.2, and any limitation of liability set out in the relevant Service Level Agreement or Service Schedule, such Party's liability to the other Party shall be limited to £500,000. For the avoidance of doubt the limit set out herein shall be in addition to the Charges properly due in accordance with the terms of this Contract.

CLAUSE 15 – CONFIDENTIALITY

- 15.1** ITGL and the Client shall keep in confidence all Confidential Information obtained under this Contract and shall not divulge the same to any person (other than their own or their Affiliate's employees and professional advisors who need to know the information) without the consent of the other Party.
- 15.2** This Clause 15 shall not apply to information which is:
- a) in the public domain other than in breach of this Contract;
 - b) in the possession of the receiving Party before such divulgence has taken place;
 - c) obtained from a third party who is free to divulge the same; or
 - d) legally required to be disclosed.
- 15.3** The receiving Party must, for a period of three (3) years following the expiration or termination of this Contract (except in the case of Software, which shall be for an indefinite period) keep such Confidential Information in confidence and use the Confidential Information only for the purposes of performing this Contract.
- 15.4** It is acknowledged by the Parties that a violation of this Clause 15 would cause irreparable harm to the disclosing Party, for which monetary damages would be inadequate and injunctive relief may be available for a breach of this Clause.
- 15.5** Where the Freedom of Information Act 2000 applies to the Client and the Client receives a request under the Act that includes any Confidential Information held by the Client that was provided by ITGL in connection with the Contract the Client will:
- a) notify ITGL promptly of the request; and
 - b) allow ITGL at least five (5) Business Days in which to make any objection.



CLAUSE 16 – PUBLICITY

- 16.1** Notwithstanding the provisions of Clause 12.4 of this Contract, upon signature of this Contract, the Parties are entitled to announce publicly the fact that they have entered into this Contract for the provision of the Services. Any other publicity, announcements and /or press releases about or in relation to this Contract will require the prior written consent of the other Party which shall not be unreasonably withheld or delayed.
- 16.2** Subject to the provisions of Clause 16.1, neither Party may publish or use any advertising, sales promotions, press releases or other publicity which uses the Marks of the other Party or its Affiliates in connection with this Contract or any Service provided under this Contract, without the prior written approval of the other Party which shall not unreasonably be withheld.

CLAUSE 17 – FORCE MAJEURE: MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

- 17.1** Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party (**"Force Majeure Event"**).
- 17.2** In the event of:
- a) a refusal or delay by a third person to supply a telecommunications service to ITGL and where there is no alternative service available at reasonable cost; or
 - b) ITGL being prevented by restrictions of a legal or regulatory nature from supplying the Service,

ITGL will have no liability to the Client for failure to supply the Service.



CLAUSE 18 – DISPUTE RESOLUTION

The Parties shall endeavour to amicably resolve any Dispute arising out of or in connection with this Contract. Any and all Disputes in respect of this Contract shall be dealt with in accordance with this Clause 18.

18.1 Informal Dispute Resolution

- a) **Level I:** The Parties agree to aim to work out a settlement within thirty (30) days following the day of written notification of the Dispute. If an agreement cannot be reached, by the end of the thirty (30) day period the Parties shall immediately sign a document containing information which is designed to assist resolution of the Dispute (and which may be amended from time to time by either Party) regarding what has been agreed and what remains in dispute between them on the date at which the negotiations failed, but either Party can initiate Level II proceedings by notification to the other Party whether or not such document was signed.
- b) **Level II:** No later than twenty-eight (28) days after Level II proceedings have been initiated representatives of both Parties shall meet in person. In the event the Parties do not meet or if during fourteen (14) days after such meeting and at the latest twenty-eight (28) days after Level II proceedings have been initiated, an agreement has not been reached, the Parties will attempt to settle the Dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (“the Model Procedure”). To initiate mediation a Party must give notice in writing (“ADR notice”) in accordance with Clause 21 to the other Party requesting mediation in accordance with this Clause 18.1.2 and a copy of this request must be sent to CEDR. If there is any point on the conduct of the mediation (including as to the nomination of the mediator) upon which the Parties cannot agree within fourteen (14) days from the date of the ADR notice, CEDR will, at the request of either Party, decide that point for the Parties, having consulted with them. The mediation will start not later than twenty-eight (28) days after the date of the ADR notice.

18.2 Formal Dispute Resolution

At any time, without reference to Level II in Clause 18.1.2 above, any Dispute may be referred by either Party to any competent regulatory/government authority and/or to a court of competent jurisdiction.

CLAUSE 19 – TERMINATION OF SERVICES AND CONTRACT

- 19.1** Subject to paragraphs 19.2, 19.3, 19.4, 19.5 and 19.6 below, this Contract or Service provided under it, will run for the Minimum Period of Service. If either party wants to terminate on the expiry of the Minimum Period of Service the Party must give not less than ninety (90) days' notice to the other Party, such notice to expire on the expiry of the Minimum Period of Service. In the event that no such notice is given the Renewal Period will automatically commence.
- 19.2** Either Party may terminate this Contract or a Service provided under it by giving ninety (90) days' notice to the other Party, such notice to expire at the end of the Renewal Period. In these circumstances no termination Charges will be due from the Client.
- 19.3** ITGL reserves the right to terminate this Contract or a Service provided under it during a Renewal Period by giving ninety (90) days' notice to the Client.
- 19.4** If the Client terminates this Contract or a Service provided under it during a Renewal Period and the notice period expires before the end of the Renewal Period (other than because either ITGL has increased the Charges by a percentage greater than the percentage increase in the Retail Price Index measured over the preceding Renewal Period from which the increase in Charges takes effect) the Client must pay ITGL a termination charge of 30 per cent of this Contract value remaining at the date of termination.
- 19.5** If at any time (including during the Minimum Period) ITGL is unable to obtain support from its suppliers to enable it to provide the Service or any part of the Service, ITGL may, on giving as much prior notice as is reasonably possible to the Client, terminate either its obligation to provide Service in respect of the ITGL Provided Equipment specified in the notice or where applicable, this Contract.
- 19.6** Termination of one Service will not affect the Parties' rights and obligations with regard to other Services ordered under this Contract.
- 19.7** Either Party may immediately by notice terminate a Service at a Site affected by one or more of the following events and/or this Contract and all its Services under it if one of the following events occurs:
- a) the other Party commits a material breach or has failed to perform any obligation under this Contract and, to the extent that performance is not permanently or temporarily impossible due to a Force Majeure Event, no performance has taken place within thirty (30) days after the terminating Party has given its notice of default; or
 - b) if any Force Majeure Event or matter beyond the other Party's reasonable control as set forth in Clauses 17.1 and 17.2 prevents the performance of the whole or a substantial part of the other Party's obligations in relation to that Service for a continuous period of thirty (30) days after the date on which it should have been performed; or
 - c) any governmental or regulatory authority with competence and/or jurisdiction over the Parties decides that the provision of the relevant Service under this Contract is contrary to existing laws, rules or regulations or any decision, law

or other official governmental order makes the provision of the Services illegitimate. In such case no damages shall be due; or

- d) any of the authorisations or regulatory formalities required was or is not obtained, withdrawn or is no longer valid, for whatever reason; except that any authorisation or regulatory formalities that are not obtained, withdrawn or no longer valid due to the negligence or wilful misconduct of a Party, or due to a Party breaching the terms of said authorisations or regulatory formalities shall be considered a material breach of this Contract and the Party causing such breach shall not be entitled to terminate this Contract pursuant to this Clause 19; or
- e) if the other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other Party).

19.8 Upon termination of this Contract (or any Service provided under it):

- a) the rights of the Parties accrued up to the date of such termination shall remain unaffected; and
- b) the Client shall co-operate fully with ITGL to recover any ITGL Equipment.

19.9 ITGL may suspend Service(s) or terminate this Contract immediately on notice to the Client where the Client is in breach of this Contract or any other contract that the Client has with ITGL and if the breach is capable of remedy, fails to remedy the breach within a reasonable time of being requested by ITGL to do so.

CLAUSE 20 – EXPORT CONTROL

The Parties acknowledge that products, Software, and technical information (including, but not limited to, Service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of the USA and other countries, and any use or transfer of the products, Software, and technical information must be in compliance with all applicable regulations. The Parties will not use, distribute, transfer, or transmit the products, Software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations. If requested by either Party, the other Party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.



CLAUSE 21 – NOTICES

- 21.1** Except for notices given in accordance with Clause 4.3(a), all notices given under this Contract shall be in writing and shall be sent by prepaid post, facsimile or email to the following addresses:
- a) To ITGL at the address shown on the Order Acknowledgement Form (or to any other address and addressee which ITGL has given to the Client for that purpose), or to a facsimile number or email address as advised by ITGL to the Client. ITGL shall confirm receipt of facsimiles and email as soon as reasonably possible.
 - b) To the Client at the address shown on the Order Acknowledgement Form (or to any other address and addressee which the Client has given to ITGL for that purpose), or to a facsimile number or email address as advised by the Client to ITGL. The Client shall confirm receipt of facsimiles and email as soon as reasonably possible.
- 21.2** Notices given under this Contract are deemed to be given by the sender and received by the addressee:
- a) if sent by prepaid post or by email, three (3) Business Days from and including the date of postage; or
 - b) if sent by facsimile, when transmitted to the addressee; but if transmission is on a day which is not a Business Day or after 4pm in the addressee's time zone, it is deemed to be duly given and received on the next Business Day.

CLAUSE 22 – ASSIGNMENT

- 22.1** Either Party reserves the right to assign all or part of this Contract at any time to any Affiliate which can sufficiently execute the obligations under this Contract, subject to providing the other Party a prior written notice of such assignment. Any assignment to a person other than an Affiliate requires the prior written agreement of the other Party, which shall not be unreasonably withheld.
- 22.2** This Contract will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.
- 22.3** ITGL may subcontract the performance of any of its obligations under this Contract, but without relieving ITGL from any of its obligations to the Client. The Client agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Service.



CLAUSE 23 – GOVERNING LAW AND JURISDICTION

This Contract and any claims or Disputes arising out of, relating to or in connection with it shall be governed by and construed in accordance with the laws of England.

CLAUSE 24 – CHANGES TO THIS CONTRACT

This Contract, any Service Schedule or any Order Acknowledgement Form will not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties.

CLAUSE 25 – MISCELLANEOUS PROVISIONS

- 25.1 Entire Agreement:** This Contract supersedes all prior oral or written understandings and/or representations between the Parties (unless specifically incorporated into this Contract), constitutes the entire agreement with respect to its subject matter and shall not be modified or amended except in writing and signed by authorised representatives of both Parties.
- 25.2 Inducement:** The Parties acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into this Contract.
- 25.3 No Waiver:** Except as otherwise specifically provided in this Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Contract will operate as a waiver of any right, power or privilege.
- 25.4 Severance:** If any provision of this Contract is held to be invalid or unenforceable, it will be severed from this Contract, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.
- 25.5 Survival of Obligations:** The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.
- 25.6 Rights of Third Parties:** Other than any Affiliate of ITGL (who shall each have the right to enforce the terms of this Contract), a person who is not a Party to this



Contract has no right under this Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

25.7 Data Protection: Each Party will strictly comply with the applicable laws and regulations regarding telecommunications services and data privacy. To the extent that ITGL processes Personal Data on behalf of the Client, ITGL shall:

- a) only process the Personal Data in accordance with the instructions of the Client; and
- b) take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.

25.8 Capacity: Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the terms of this Contract.



ITGL Limited
Trafalgar House
223 Southampton Road
Portsmouth
PO6 4PY

Company Registration No: 07902312
VAT Registration No: 173521420