

Managed Detection and Response

Service Terms and Conditions

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1. Definitions and Interpretation

1. The definitions and interpretation in Schedule 1 (Definitions and Interpretation) shall apply.

2. Structure of Agreement

1. This framework Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter. No terms or conditions contained or referred to in the Client's confirmation of order, or specification, or other document supplied by the Client, or implied by law, trade custom, practice or course of dealing shall have any effect unless specifically set out in this Agreement.
2. The Client may from time to time order Products or Services from Vendor pursuant to a SOW by submitting a proposed Purchase Order. Vendor may accept a Purchase Order by signing it or so notifying the Client in writing. No proposed Purchase Order is binding on Vendor until and unless so accepted. A proposed Purchase Order from the Client constitutes an irrevocable offer from the Client to buy the Products and Services set out in the Purchase Order. Each Purchase Order shall be deemed to have incorporated the terms and conditions of these Terms and Conditions and the applicable SOW. Services or Products ordered under a Purchase Order shall be invoiced and charged for as provided in the SOW.
3. Unless the parties expressly amend the terms of these Terms and Conditions in a SOW, to the extent of any conflict or inconsistency between the documents making up this Agreement, the following order of precedence shall apply: (i) the Clauses of these Terms and Conditions; (ii) the Schedules to these Terms and Conditions; (iii) the clauses of a SOW; (iv) the schedules to a SOW; (v) the appendices to a SOW; (viii) the terms of any Purchase Order; and (vi) any other document expressly incorporated by reference.
4. The Client agrees that:
 1. any terms and conditions attached to a Purchase Order shall not apply to the provision of Supplies pursuant to a SOW; and
 2. the terms of this Agreement shall prevail over any inconsistent terms or conditions contained or referred to in any Purchase Order, confirmation of order or specification, or implied by law, trade custom, practice or course of dealing.

3. Term

1. This Agreement shall commence on the date of signature of the first SOW entered into by the parties under these Terms and Conditions and shall continue in force indefinitely unless and until terminated early in accordance with Clause 22 or otherwise the terms of this Agreement (**Term**).
2. Each SOW shall commence on the applicable Commencement Date and shall continue in force for the Initial SOW Period and then be extended automatically for additional Renewal SOW Periods unless and until terminated early in accordance with Clause 22 or otherwise the terms of this Agreement.
3. Each party may after the completion of all SOWs, terminate this Agreement for any reason by providing thirty (30) days' prior written notice to the other party.

4. The termination of one or more SOWs shall not affect the validity of any other SOW under this Agreement, each of which shall remain in force. The termination of this Agreement in whole shall terminate all SOWs.
4. **Provision and use of the Supplies**
 1. Vendor agrees to provide the Client with the Supplies described in the applicable Purchase Order or SOW as appropriate from the Operational Service Date.
 2. The Client will comply with Vendor's reasonable requests which are necessary for reasons of health, security, safety or the quality and/or the integrity of the System or the performance of any Supplies provided to the Client.
 3. The Client will provide Vendor with such information, access to its staff, facilities and the Client Premises and/or make sure that third parties provide the same, as reasonably required by Vendor to provide the Supplies or to audit their use and shall also perform such obligations as may be allocated to it under the applicable SOW.
 4. The Client will not exceed any user number, location or other restriction on access to the Supplies or software supplied under them as set out in the SOW.
 5. The Client shall not:
 1. store, distribute or transmit any virus, malware, or intentionally harmful code or any material or data through the Supplies that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, offensive, facilitates illegal activity, depicts sexually explicit images, or promotes unlawful violence, discrimination, or any other illegal activities;
 2. distribute any bulk unsolicited emails or otherwise cause an excessive or disproportionate load on the Supplies or Vendor's infrastructure used to provide them.
 6. The Client shall not use the service for any fraudulent or unlawful purposes, nor allow others to do so whether arising in connection with the Client's equipment or otherwise. The Client is solely responsible for any fraud that occurs and any charges arising as a result. Vendor has no responsibility or liability over the configuration, use or operation of the Client's equipment unless Vendor has expressly agreed otherwise in writing.
 7. The Client shall defend, indemnify and hold harmless Vendor and its Affiliates in full for any loss(es) or costs which the Vendor and its Affiliates may suffer or sustain due to the Client's failure to comply with the provisions of (i) Clause 4.5.1 and (ii) Clause 4.6.
 8. The Client shall use the Supplies for its own business and not to provide equivalent services to third parties.
 9. If Vendor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its contractors or suppliers, the Client shall pay Vendor's reasonable costs and losses sustained or incurred by it caused by such act or omission, and shall be entitled to a reasonable extension of time to perform the Supplies.
5. **Acceptance**
 1. Where so agreed between the parties and only in such case, the Supplies shall be the subject of Acceptance Tests, under this Clause 5.
 2. Vendor shall give the Client at least five (5) Working Days' notice of when the applicable Supplies shall be ready for the Acceptance Tests. Within five (5) Working Days of the date when the Supplies are so ready, the Client shall conduct the Acceptance Tests. If the Supplies fail in any material respect to conform with the Specification, the Client shall, within a further five (5) Working Days, give Vendor a detailed written description of any such non-conformance (**Error**) in writing.

3. Vendor shall use reasonable endeavours to correct any Error within a reasonable time and, on completion of the correction, re-submit the Supplies to the Client. The provisions of Clause 5.2 and this Clause 5.3 shall then apply again, up to three (3) additional times. If Vendor is unable to correct the Error after three (3) attempts, either party may terminate the applicable SOW without further liability to the other party.
4. If the Client does not provide the detailed Error description to Vendor within the five (5) Working Day period described above, or if the Supplies are found to conform with the Specification, then the Supplies shall be deemed accepted as from the date of the notification (**Acceptance Date**).
5. If the Client uses Supplies other than for testing purposes, the Acceptance Tests will be deemed to have been passed and the Supplies accepted.
6. **Charges, Invoicing and Payment**
 1. The Client will pay the Charges within 30 days of the date of the invoice, without any set-off, counterclaim or deduction. Vendor may render invoices on commencement of the Services or before delivery of the Products.
 2. Unless provided otherwise in the applicable SOW the Client will pay the Charges in GB Pounds Sterling. Charges are exclusive of applicable Taxes relating to the sale, purchase, transfer of ownership, delivery, installation, license, use or processing of provided Supplies. The Client will pay all such Taxes including those paid or payable by Vendor and any related interest and penalties, for goods or services supplied under this Agreement, except to the extent a valid exemption certificate is provided by the Client to Vendor prior to the delivery of the Supplies.
 3. 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 Vendor under this Agreement such withholding tax amounts shall be borne and paid for by the Client in addition to the sums due to Vendor. The Client will provide Vendor 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.
 4. In relation to Products, subject to Clause 10, the Charges shall be Ex Works (INCOTERMS) and net of shipping charges (including postage and packing) unless delivery costs have been included within the associated Purchase Order or are stated as free of charge.
 5. The Charges do not include Vendor's expenses in performing the Services (such as travel, and subsistence), which are additional and which Vendor may pass on to the Client at cost. Such expenses are, however, subject to the Client's approval, not to be unreasonably withheld or delayed.
 6. Vendor reserves the right to charge additional sums at any time where the Client has requested additional services to those set out in the SOW, subject to the Change Control Process.
 7. In addition to the Charges, Vendor may also make an additional charges at its standard rates from time to time in the following circumstances:
 1. where incorrect information supplied by the Client means it is technically impractical to provide the Supplies;
 2. where Vendor or its authorised agents are unable to gain access to the Client Premises to provide any Supplies, to the extent such access is required to provide such Supplies;
 3. where a fault relates to the Client Equipment not maintained by Vendor as part of the Supplies; and
 4. where Vendor is unable to replicate or find a defect in the Products or software as reported by the Client.
 8. The Client will promptly, but in no event later than fourteen (14) days from the date of invoice, notify Vendor in writing of any disputed invoice, together with all the information relevant to the Dispute and an

explanation of the amount disputed and the reasons. The Client must pay all undisputed amounts in accordance with Clause 5.1 unless the disputed amount is less than 5% of the total invoice amount in which case the total invoice shall be due and payable by the due date. Each party will use reasonable endeavours to resolve Disputes promptly and the resolved amount, if any, shall be payable within fourteen (14) Working Days after resolution. Interest will accrue, in accordance with Clause 5.10, from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.

9. In case of partial deliveries of Products, pro-rata payments shall become due on each delivery.
10. Vendor may charge daily interest on overdue sums at the annual rate of 4% above the base lending rate of the Bank of England from time to time or such other central bank in the jurisdiction where Supplies are provided as it may specify at its discretion.
11. In addition to its other rights under this Agreement, if the Client fails to pay any sums due in accordance with the terms of this Agreement, Vendor may, at its option on fourteen (14) days' written notice to the Client:
 1. restrict, suspend or terminate provision of the Supplies or any of them and Vendor shall be released from its obligations under this Agreement with respect to such Supplies until any balance due is paid or until such other material breach is remedied; and
 2. terminate this Agreement without liability to or right to compensation for the Client and without prejudice to Vendor's rights to be paid sums due.
12. Unless otherwise agreed in writing, lack of reference to the Client 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.

7. Change Management

1. Vendor reserves the right to alter the design engineering configuration, material or specification of the Products, Services and systems by giving reasonable notice to the Client of such alteration or to upgrade or incorporate such alterations in the Supplies.
2. Save as provided in Clause 6.1, if either party wishes to amend the Supplies, then it shall make a written submission to the other party in accordance with the Change Control Process, and the parties shall deal with the request in accordance with the Change Control Process. No change shall be made save subject to the Change Control Process.
3. Vendor shall be entitled to charge the Client its costs at its then applicable rates in investigating any change request submitted by the Client.

8. Access to Client Premises

1. The Client shall grant to Vendor and its Staff access to the Client Premises and the Client Equipment as may reasonably be required for the provision of the Supplies.
2. Subject to Clause 7.3, at all times that Staff are present on Client Premises the Client shall provide a standard of care to any Staff present on Client Premises, a duty of care equivalent to that owed to its own staff.
3. Vendor will ensure that while any Staff are on Client Premises, such Staff will comply with the Client's procedures and policies including in relation to health, safety and security, to the extent available and reasonable.

4. Any changes to the location of any Client Premises or any reduction or increase in the number of Client Premises shall be dealt with in accordance with the Change Control Process.
5. Vendor shall keep the System at all times under its care and control and, where applicable, will only grant Access Codes to employees or sub-contractors of the Client who have been nominated in writing by the Client to Vendor.

9. Data Protection

1. Each party shall, in connection with the exercise of its rights and the performance of its obligations under the Agreement, comply with the Applicable Data Protection Laws. The type of personal data processed by Vendor under this Agreement and the duration and purpose of such processing is set forth in the Data Collection Policy. In respect of its access to and/or processing of any such personal data of Client in the provision of the Services, Vendor shall:
 1. have in place appropriate technical and organisational measures to ensure an appropriate level of security for the processing of such personal data of Client and to protect such personal data against unauthorised or unlawful processing or accidental loss, destruction or damage;
 2. preserve the integrity of such personal data of Client and prevent the loss or corruption of such personal data;
 3. only process such personal data in accordance with the Agreement and any other written instructions and directions of Client and not for its own purpose, shall not retain, use or disclose the personal information for any purpose other than the specific purpose of performing the services as set out in the Agreement, and shall ensure that anyone in its organisation processing personal data of Client is subject to the same duties of confidence as set out in this clause 8;
 4. notify Client without undue delay if it becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to Client's personal data (a "Security Incident") and provide sufficient detail of the Security Incident for Client to take action to remedy the Security Incident;
 5. provide such reasonable assistance and information to Client as it may reasonably require to allow the Client to comply with its obligations under the Applicable Data Protection Laws;
 6. subject to the rights in clause 6.2, upon termination of the Agreement at the direction of Client either return to Client or securely destroy such data and delete any copies, except where Vendor is required by applicable law to retain copies;
 7. allow Client and its auditors, at Client's own cost and expense and upon reasonable prior written notice, to conduct audits or inspections during the Term and for 12 months thereafter, in connection with the processing of any such data to ensure any data processing by Vendor is in accordance with Applicable Data Protection Laws;
 8. maintain complete and accurate records to demonstrate its compliance with this clause 9; and
 9. not transmit any personal data of Client or otherwise process it outside the European Economic Area unless it has complied with its applicable obligations under Applicable Data Protection Laws in ensuring adequate safeguards in relation to such transfer.
2. Client consents to Vendor using subprocessors in relation to the processing of Client's personal data under the Agreement, provided that Vendor has

entered or (as the case may be) will enter with such third party sub-processors into a written agreement incorporating terms which are the same as or substantially similar to those set out in this clause 9. Vendor will provide a list of its then current subprocessors upon request by Client. As between Client and Vendor, Vendor shall remain fully liable for all acts or omissions of any third party sub-processor appointed by Vendor pursuant to the Agreement and this clause 8;

3. Nothing in the Agreement shall relieve Vendor of its own direct responsibilities and liabilities under Applicable Data Protection Laws.
4. Vendor has entered into a supplementary agreement with each of its Associated Companies containing the Standard Contractual Clauses on behalf of all of Vendor's Clients. Client consents to Vendor entering into such agreement on Client's behalf with Vendor's Associated Companies. Vendor shall provide the Client with a copy of such agreement upon Client's written request.
5. For the purposes of this clause 8 the terms "data controller", "personal data", "process" and "processing" shall have the meaning set out in the Applicable Data Protection Laws and "subprocessor" means any third party appointed by or on behalf of Vendor to process Client's personal data in connection with this Agreement.

10. Service Levels

1. The Client accepts the Services "as is," unless set out in the specific Service Schedule or agreed in an individual Statement of Work, and the Vendor (and its third-party suppliers and licensors) make no warranty as to its use, performance, or otherwise. To the maximum extent permitted by applicable law, the Vendor (and its third-party suppliers and licensors) disclaim all other representations, warranties and conditions, express, implied, statutory or otherwise, including, but not limited to implied warranties or conditions of fitness for a particular purpose, merchantability, satisfactory quality and non-infringement.
2. The Client acknowledges and agrees that the use of some Services is dependent on the Client's acceptance of and compliance with third party terms and provision of service and that: (a) the Vendor's ability to provide the Services is dependent on the Client accepting such third party terms; (ii) if the Client does not accept such third party terms, the Vendor will not be liable in respect of any such non-provision of the Services to the extent the Services are dependent on acceptance on such third party terms, and iii) Vendor is unable to guarantee the performance or availability of systems, data or applications that are provided or managed by third-party suppliers.
3. Vendor is not responsible for the Client's network performance or availability or any incidents that affect access to the Services.
4. Vendor is unable to provide any guarantees or warranty for third-party applications or services that are used through or by the Services
5. All provision of Services are subject to minimum requirements and specifications are subject to change. Vendor shall not be held responsible for changes to the minimum requirements by third-party suppliers or partner organisations.
6. Notwithstanding the above, deployment of any Service in a Client network will not eliminate all risk and therefore Vendor makes no guarantee that every intrusion, compromises, or other unauthorised activity in or on the Client's network will be identified.

11. Supply of Products

1. Vendor shall use reasonable endeavours to deliver the Products in accordance with the delivery dates set out in the applicable SOW.

2. Vendor is reliant upon the Equipment Manufacturer and any distributor it has appointed to deliver the Products. All delivery dates provided are only done so on an estimates basis and Vendor shall have no liability in any circumstances for any failures to meet those dates unless such liability has been agreed by the parties in writing prior to the receipt of the Purchase Order.
3. Deliveries are conditional upon prompt receipt of delivery instructions and other necessary information from the Client. Delivery dates are scheduled upon or after acceptance of an order in accordance (as far as is practicable) with the Client's requirements. Part deliveries are permitted.
4. Physical components that are shipped to the Client Premises carry a delivery charge. Vendor will endeavour to keep these costs to a minimum but will invoice the delivery charges to the Client.
5. Title to the hardware Products (other than in any software contained in such Products which shall remain subject to the third party licensing terms) shall pass to the Client upon payment in full of the Charges applicable to those Products. Risk in the Products shall pass to the Client on delivery.
6. On and from delivery, Vendor shall conduct its standard acceptance tests on the Vendor provided Product with the assistance of the Client in accordance with and by the dates set out in the applicable Purchase Order.
7. On acceptance of the Vendor provided Product, Vendor shall issue the Client with an Acceptance Notice.
8. Property and title to Vendor's equipment installed at the Client's or third party's site for the provision of service remains with Vendor and the Client shall apply, and shall ensure any such third party's apply, reasonable care and comply with any reasonable instructions which Vendor may issue in relation to it.

12. **Software**

1. In the event that Vendor provides the Client with any End User Software or other software proprietary to the Vendor in connection with the Supplies (**Software**), Vendor, where law or third party licence terms permit, will grant the Client a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the Authorised Users to use the Software during the term of the applicable SOW for the sole purpose of enabling the Client to use the Supplies for internal business purposes. The Client shall comply with the terms of such licence.
2. In relation to the Authorised Users, the Client undertakes that:
 1. the maximum number of Authorised Users that it authorises to access and use the Software shall not exceed the Authorised User Limit;
 2. each Authorised User shall keep a secure password for his use of the Software, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;
 3. it shall maintain a written, up to date list of current Authorised Users and provide such list to the Vendor within five (5) Working Days of the Vendor's written request at any time or times;
 4. it shall permit the Vendor or the Vendor's designated auditor to audit the Software in order to establish the name and password of each Authorised User and the Client's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at the Vendor's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;

5. if any of the audits referred to in Clause 11.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Vendor's other rights, the Client shall promptly disable such passwords and the Vendor shall not issue any new passwords to any such individual; and
6. if any of the audits referred to in Clause 11.2.5 reveal that the Client has underpaid the Vendor, then without prejudice to the Vendor's other rights, the Client shall pay to the Vendor an amount equal to such underpayment as calculated in accordance with the prices set out in the SOW within ten (10) Working Days of the date of the relevant audit.
3. The Client shall not (and shall ensure that the Authorised Users shall not):
 1. disclose or make available to third parties any portion of such End User Software or Vendor's proprietary software without Vendor's advance written permission;
 2. copy or duplicate such software;
 3. reverse engineer, decompile or disassemble such End User Software (except as permitted by law);
 4. modify or make derivative work of such software;
 5. use such software after this Agreement or the relevant SOW or Supplies has or have ended without obtaining a valid licence;
 6. remove or alter any copyright or other proprietary or confidentiality notice, label or mark on any of the Products; or
 7. exceed any usage restrictions or limits specified in the SOW.
4. The Client will not, and shall ensure that the Authorised Users will not, upload any software (including application software or operating systems) into the Vendor Infrastructure unless the SOW so permits. As regards any software uploaded by the Client to the Vendor Infrastructure, then irrespective of whether its ownership is attributable to the Client or any third party, Clauses 11.5 to 11.12 will apply.
5. Without prejudice to Clause 11.4, the Client shall be solely responsible for obtaining all requisite licences to upload, use and allow access to such software, and represents, warrants and undertakes that it has obtained and will obtain the requisite licences in respect of the software, and is and will continue to be compliant with all applicable licence terms. The Client acknowledges that some licensors permit their software to be uploaded to cloud or shared infrastructures only where the licensee has obtained a licence for that specific usage. Upon Vendor's request from time to time, the Client will report to Vendor what software, including applications or operating system software, the Client has uploaded to the Vendor Infrastructure, and shall provide Vendor with reasonable details of the applicable licences.
6. The Client will upon Vendor's reasonable request co-operate with Vendor in dealing with any vendor or licensor of software the Client has installed into the Vendor Infrastructure.
7. Vendor does not assume any liability for any issue arising out of any software the Client installs on the Vendor Infrastructure and neither is Vendor obliged to provide any support, maintenance, upgrades, modifications, remediation services or new releases for the software under this Agreement.
8. Vendor may inspect the instance of the Client's software installed in the Vendor Infrastructure, solely for the purpose of verifying the Client's compliance with the provisions of Clause 11.5.
9. If Vendor has reasonable cause to believe that the Client may not be in compliance with the provisions of Clause 11.5, the Client shall provide to

Vendor, in a timely manner, such information, including proof of licence of software, as is reasonably required in order for Vendor to verify the Client's compliance with the provisions of Clause 11.5.

10. If the Client fails to provide such information or if on receipt of the information Vendor reasonably concludes that the Client has not adequately licensed the Software it uses in the Vendor Infrastructure, Vendor may without incurring any liability suspend the Client's use of and access to the Vendor Infrastructure until the Client provides Vendor with proof reasonably required by Vendor that the Client has adequate licences or that the Client has deleted the relevant software from its part of the Vendor Infrastructure. Any such right to suspend is in addition to Vendor's right to be indemnified under Clauses 11.11 and 19.5 below.
11. The Client agrees to defend, indemnify and hold harmless Vendor and its Affiliates (the "**Indemnified Parties**") in full for any loss(es) or licensing costs which any of the Indemnified Parties may suffer or sustain due to:
 1. the Client's failure to comply with the provisions of Clause 11.5; and
 2. any third party infringement claims from software vendors or other parties brought against any of the Indemnified Parties arising out of the Client's use of any software uploaded by the Client into the Vendor Infrastructure in breach of the software licence terms.
12. If Vendor becomes aware of any infringement claim against any of the Indemnified Parties, or in Vendor's reasonable opinion, such claim is likely to be made, Vendor will inform the Client of the same and the Client shall provide Vendor with any information or documentation Vendor may reasonably require to deal with such claim.
13. **Return End User Devices/Software**
 1. A Product incorrectly ordered (either as to type or as to quantity) by the Client will not be accepted for return by Vendor unless prior approval to return has been given by Vendor. Such approval is at the sole discretion of Vendor and may be subject to a return fee to cover Vendor's administrative costs and those of the Equipment Manufacturer and its distributor. If the Equipment Manufacturer rejects Vendor's request for a return, Vendor shall inform the Client that no return can be processed.
 2. During the Warranty Period, Vendor shall make the necessary arrangements with the Equipment Manufacturer with a view to requesting that the Equipment Manufacturer repair or replace any Products containing Defects.
 3. Vendor shall not be liable under this Clause 12 to the extent that any Defect is caused by (i) wear and tear, (ii) the Client or a third party, (iii) use of the Product in conjunction with any other equipment, software or services not supplied by Vendor, or (iv) any unauthorised modification of the Product.
 4. The Client must notify Vendor in writing within two (2) Working Days after delivery (or if the damage is not apparent on reasonable inspection, after the Client should reasonably have become aware of it), of any damage to any Product in transit, and Vendor will replace such damaged Product free of charge. Should the Client fail to comply with this notification requirement, Vendor shall not be required to endeavour to replace the Product damaged in transit and the Client shall be obliged to pay for it.
 5. Clauses 12.2 to 12.4 set out the Client's sole remedies with respect to product defects.
14. **Use of the Client Facilities**

Vendor shall be entitled without payment to use the Client's internet connection for the provision of Supplies, for its own benefit or to third parties, provided that the provision of the Supplies to the Client is not thereby adversely affected and subject always to the confidentiality obligations set out in Clause 18.
15. **Representatives**

1. Vendor and the Client shall each nominate a Representative who will be responsible for:
 1. organising all meetings; and
 2. providing and/or allowing access to (subject to the provisions in respect of confidentiality set out in Clause 18) all information and documentation to which Vendor or the Client (as the case may be) and/or their agents sub-contractors or professional advisors are entitled to pursuant to this Agreement.
2. Each party shall inform the other of any change in the identity of its Representative during the course of this Agreement.

16. Warranties

1. Vendor warrants to the Client that:
 1. Vendor will provide the Supplies exercising reasonable care and skill and in accordance with the terms of this Agreement;
 2. Vendor has full right power and authority to provide the Supplies to the Client in accordance with the terms of this Agreement;
 3. the Services will be performed by Staff of Vendor possessing suitable skills and experience;
 4. so far as Vendor is aware, it has the necessary rights and licence to permit the Client to use the Intellectual Property Rights, in accordance with this Agreement, in the Supplies provided under this Agreement;
 5. with effect from the Acceptance Date until the expiry of 60 days thereafter, the Supplies will conform substantially with their Specification; and
 6. Vendor will use reasonable endeavours to perform any implementation and professional services in accordance with any timetable specified in the applicable SOW.
2. Each party warrants to the other party that it has full right power and authority to enter into this Agreement.
3. The Client's sole remedy for breach of Clauses 15.1.1, 15.1.3, 15.1.5 and 15.1.6 are for Vendor to re-perform the Services within a reasonable time, and/or for Vendor to provide maintenance and support services in accordance with the applicable SOW.
4. The Client shall comply with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the Anti-Corruption Laws. The Client shall also use its best endeavours to comply with Vendor's anti-bribery and anti-corruption policies as supplied by Vendor to the Client from time to time. A copy of those policies is available upon request by the Client.
5. The Client shall immediately notify Vendor if, at any time, the Client becomes aware of any fact, matter or circumstances that might cause it to breach Clause 15.4, whereupon Vendor shall be entitled to terminate this Agreement immediately by written notice to the Client.
6. Vendor gives no warranties or conditions save those expressly set out in this Agreement, and all other terms, conditions and warranties, including as to satisfactory quality or fitness for purpose, whether implied by law, trade, custom, are expressly excluded.

17. Security

1. The Client shall ensure that appropriate safety and security systems and procedures are maintained and enforced at the Client Premises, and with regard to the Client Equipment and the Client's use of the Services, to prevent unauthorised access to any and all Services, the System and related networks or resources, in accordance with Good Industry Practice. The Client shall keep a list of authorised users which it shall provide to Vendor on request.

2. The Client shall promptly inform Vendor if it suspects or uncovers any breach of security relating to the Services, and if caused by a failure in the Client's systems, shall use reasonable endeavours to remedy such breach.
3. For a security breach however occurring, Vendor may, in its sole discretion, suspend relevant Services while such security breach is investigated and resulting system or procedural changes made.

18. **Confidentiality**

1. Neither party (the **Receiving Party**) shall use for any purpose other than for the proper fulfilment of this Agreement nor disclose to third parties any Confidential Information belonging to or received from the other party, (the **Disclosing Party**) under or in connection with this Agreement without the prior written permission of the Disclosing Party, except:
 1. to the extent such Confidential Information is or becomes generally available to the public other than through a breach of this Agreement;
 2. which the Receiving Party can show by its written or other records was lawfully in the possession of the Receiving Party prior to disclosure and which had not previously been obtained from the Disclosing Party or another person known by the Receiving Party under an obligation of confidence to the Disclosing Party;
 3. which was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations contained in this Agreement;
 4. which subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it; or
 5. which the Receiving Party can show by its written or other records was independently developed by employees of the Receiving Party having no access to the Confidential Information.
2. Each party shall further be entitled to disclose Confidential Information, to the extent reasonably required, to:
 1. its financial advisers (including its bankers) or its legal and/or technical advisers (and then only on the basis that the terms of this Agreement have been brought to their attention and the Receiving Party has procured that such individuals are bound by the obligations of confidence contained in this Agreement before disclosure is made); or
 2. comply with an order of a judicial body, a court of competent jurisdiction or the rules of the stock exchange on which shares of the relevant party are traded or other governmental or regulatory authority.
3. Each party shall limit access to Confidential Information to those of its employees for whom such access is reasonably necessary for the proper performance of this Agreement and shall keep such Confidential Information confidential in a secure environment, using at least the same degree of care (but no less than a reasonable degree of care) as it applies with respect to the protection of its own Confidential Information.
4. Each party (without limiting either party's rights under this Agreement or at law) will use reasonable efforts to notify the other party if it becomes aware of any unauthorised possession or use of the other party's Confidential Information by any third party.
5. The parties' obligations under this Clause 18 shall continue in force for a period of five (5) years from the date of disclosure notwithstanding the termination of this Agreement.

19. **Intellectual Property Rights**

1. All Intellectual Property Rights belonging to a party, subcontractor or third party prior to the Commencement Date, (**Pre-existing IPR**) will remain vested in that party, subcontractor or third party (as applicable) and shall not be assigned hereunder. All Intellectual Property Rights in any enhancements and modifications thereto created in the provision of the Services will vest in the owner of the relevant Pre-existing IPRs.
2. Where expressly provided under a SOW, and with effect from payment in full of the Charges for the development of the same, Vendor assigns to the Client all such Intellectual Property Rights as Vendor may have in any stand-alone computer program module created by Vendor specially and exclusively for the Client under that SOW. Such assignment does not include any Pre-existing IPR and shall not prevent or restrict Vendor from using its general know-how.
3. Subject to Clause 19.2 or as may be expressly provided under a SOW the parties hereby agree that all Intellectual Property Rights arising during the term of this Agreement relating to the Services provided by Vendor shall belong to Vendor. In consideration of £1 (receipt of which the Client acknowledges), the Client hereby assigns to Vendor, by present assignment of future rights, all such Intellectual Property Rights as aforesaid as the Client may acquire, and the Client undertakes as necessary to assign or procure the assignment of all such Intellectual Property Rights without charge to Vendor where they are incapable of present assignment of future rights.
4. Any data in aggregate form relating to (without limitation) usage, performance metrics and cyber threats shall belong to and be vested in the Vendor absolutely and the Vendor shall have the right to provide or distribute such aggregated data for commercial and non-commercial use.
5. Vendor shall indemnify and hold harmless the Client and its Affiliates (where Vendor has permitted such Affiliates to use such items) against all damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the use by the Client, as permitted by this Agreement, of any modifications, enhancements or alterations of the Client's equipment developed by Vendor, the Vendor Infrastructure, or any Vendor proprietary software licensed to the Client under this Agreement, infringes any copyrights or rights in confidential information of the said third party. Vendor shall not be liable under this Clause 19.5 to the extent the claim arises from (i) any modification of the Client Equipment, the Vendor Infrastructure, not authorised by Vendor (ii) use of the Supplies in conjunction with other equipment, software or services not supplied by Vendor or (iii) infringements occasioned by work done by Vendor 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 Services designed to the Client's specifications.
6. The indemnity in Clause 19.5 shall be subject to the Client:
 1. notifying Vendor promptly in writing of any allegation of infringement;
 2. making no admission relating to the infringement without Vendor's prior written approval;
 3. allowing Vendor (at Vendor's option) to conduct all negotiations and proceedings and giving Vendor all reasonable assistance in doing so (Vendor will pay the Client's reasonable expenses for such assistance); and
 4. allowing Vendor to modify or replace the Supplies, so as to avoid the infringement, provided that the modification or replacement does not materially adversely affect the performance of the Services.

7. If any of the Supplies becomes, or Vendor believes it is likely to become, the subject of an allegation or claim for infringement of any Intellectual Property Rights, Vendor at its option and expense, may secure for the Client a right of continued use or modify or replace the Services, so that it is no longer infringing. If neither of those remedies is available to Vendor on reasonable terms, Vendor may so notify the Client and terminate such infringing Supplies without penalty to either party.
8. The indemnity and remedies in Clauses 19.5 to 19.7 are the exclusive remedies for claims of Intellectual Property Rights infringement.

20. Suspension of Services

1. The Vendor may suspend or alter the Services for the following reasons:
 1. the Vendor must do so to comply with an order, instruction or request of a court, government, agency, emergency organisation or other competent administrative or regulatory authority;
 2. the Client is using the Services for unlawful purposes. The Client will be solely responsible for any liabilities as a result of unlawful activity or misuse of any hosted services; or
 3. where the Client has not paid fees due in respect of Services within the 30-day term payment is due and the Client has failed to remedy such issue within 30 days of being requested to do so in writing,

21. Limitation of Liability

1. Subject to Clause 21.2, the liability of Vendor under this Agreement, whether for breach of contract or tort (including negligence), under statute or otherwise, in respect of each SOW, shall not exceed the Charges paid by the Client for the relevant Supplies under that SOW in the twelve (12) months prior to the applicable breach.
2. Neither party excludes or limits liability to the other party for:
 1. death or personal injury resulting from negligence;
 2. fraud; or;
 3. any other liability which cannot be limited or excluded by law.
3. Subject to Clause 21.2, Vendor shall not be liable to the Client in respect of any:
 1. loss, whether direct, indirect or consequential:
 - (a) of profits, business, goodwill, anticipated savings or corruption of data;
 - (b) arising from the transmission or receipt of infringing information of whatever nature transmitted via the use of the Services;
 - (c) arising from the loss, destruction or damage to data stored, transmitted, or used through the Services or on the network through which the Services are made available to the Client; or
 2. any indirect or consequential loss, even, in any such case, if such loss was reasonably foreseeable or Vendor had been advised of the possibility of the Client incurring the same.
4. Subject to clause 21.2, Vendor shall have no liability:
 1. for any technical inaccuracies or typographical errors, or for damages resulting from the use of information in any provided documentation and/or examples;
 2. if measures/configuration to user accounts, as advised by Vendor's anti-fraud/security policy have not been adhered to by End Users; or
 3. for clinical safety testing or clinical safety incidents that may arise from using the Services.
5. The Client acknowledges and agrees that the Vendor is unable to exercise control over the information transmitted through the Services, the connection or the network and the Vendor excludes all liability for the transmission or reception of infringing information of whatever nature.

6. The total aggregate liability of Vendor arising out of or in connection with this Agreement in respect of any claim, loss, damage, costs or expenses arising out of the performance of its obligations under this Agreement (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) shall be limited to the total value of the recurring Charges paid or payable by the Client to Vendor pursuant to this Agreement in the twelve (12) month period immediately preceding the relevant claim or £500,000 whichever is the lower.
7. Vendor shall not be liable for any damages whatsoever to the Client Equipment or property at the Client Premises resulting from the installation, configuration, repair or removal of hardware carried out by Vendor or its contractors unless such damage is caused by Vendor's wilful misconduct or negligence and subject always to the limitations of liability in Clause 21.4.
8. In the event of any loss of or damage to the Client Data, the Client's sole and exclusive remedy shall be for Vendor to use its reasonable endeavours to restore the lost or damaged Client Data from the latest available back-up of such Client Data. Vendor shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (including any third party remote hosting service provider).
9. Vendor's liability to the Client in respect of any damage to the tangible property of the Client resulting from the negligence of Vendor or its employee's agents or sub-contractors shall be limited to £5,000,000 in aggregate.

22. Termination

1. Without prejudice to any other specific rights of termination contained in this Agreement, each SOW may be terminated:
 1. with effect upon the date of expiry of the applicable Initial SOW Period or of any Renewal SOW Period (as applicable), by either party giving the other party Notice;
 2. by Vendor, immediately upon written notice, if the Client fails to pay any of the Charges within 30 days of the due date;
 3. forthwith by either party, immediately upon written notice, if the other party commits a material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request by the other party to remedy the same.

23. Effect of Termination

1. Any termination of this Agreement or a SOW (as applicable) for any reason shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination including Clauses 1, 1.1, 4.6, 5, 10.2 to 10.5 (inclusive), 10.8, 11.11, 12, 15, 17, 18, 19, 21, 23 to 38 or the application of this Agreement to any SOW which has remained in force.
2. Without limitation to the foregoing and subject to Clause 23.3, at least six (6) months before the anticipated date of termination or expiry of this Agreement, the Client may request in writing that Vendor submit a plan for the orderly hand-over of the Client's data processed using the Services and of any Services to be handed over as provided in the relevant SOW, and Vendor shall submit such plan including its proposed charges calculated according to the agreed rates to the Client in writing within a reasonable time. If the Client agrees to the proposed plan, Vendor will assist the Client with such hand-over, which shall be conducted subject to Clause 23.3

(including as to charges), and such hand-over shall begin at least three (3) months before termination or expiry of the SOW and shall continue for no more than three (3) months after termination or expiry of the SOW. For the avoidance of doubt, the parties have joint responsibility for the successful execution of any hand-over of data or Services under the agreed plan and the Client will procure the full cooperation and assistance of the new service provider to enable the transfer to take place.

3. With effect from the date of termination of this Agreement or the SOW (as applicable) (the **Termination Date**) and until such time as the plan for the hand-over of the Services pursuant to Clause 23.2 has been fully implemented in accordance with its terms, or (if earlier) three (3) months have expired following termination or expiry of the SOW, Vendor agrees to continue the provision of the Services to the Client in accordance with the terms and conditions of this Agreement save that it shall be entitled to be paid for such Services and all actions necessary to consider and implement the hand-over plan under Clause 23.2 and this Clause 23.3 at its then prevailing time and materials charges. Such charges shall be payable by the Client within thirty (30) days of the Client receiving an invoice therefor containing a break-down of the staff, charging rates and the materials and their costs incurred in connection with this Clause. Notwithstanding the foregoing, if the SOW or Agreement is terminated by Vendor under Clause 22.1, Vendor shall not be obliged to provide any such services unless the Client pays in advance.
4. If either party fails to return any property of the other party under its care and control on or prior to the Termination Date the affected party shall be entitled and is hereby licensed to enter the other party's premises and seize the same.
5. Upon the termination or expiry of this Agreement or a SOW (as applicable) for whatever reasons all outstanding Charges under this Agreement or the SOW (as applicable) shall remain due and payable by the Client to Vendor in accordance with the terms of this Agreement or the SOW (as applicable).

24. **Dispute Resolution**

1. The parties will attempt in good faith to resolve any Dispute promptly.
2. Any Dispute between the parties arising out of or relating to this Agreement shall be in the first instance referred by either party to the Representatives.
3. If any Dispute cannot be resolved by the Representatives within a maximum of five (5) Working Days (or longer period agreed between them in writing) after it has been referred under Clause 24.2, that Dispute shall be referred to the CEO of Vendor and the Client Dispute Contact for resolution.
4. If the Dispute cannot be resolved by the individuals specified in Clause 24.3 within a maximum of five (5) Working Days (or longer period agreed in writing between them) after it has been referred under Clause 24.3, then either party may refer the Dispute to the English courts.
5. Save as expressly permitted herein, the parties shall fulfil their respective obligations under this Agreement insofar as is possible regardless of any outstanding dispute regarding the functionality or performance of the Supplies (without prejudice to the rights and obligations of either party).

25. **Force Majeure**

1. Neither party shall be liable for any delay or failing to perform its obligations hereunder (apart from the Client's obligation to pay) resulting from any Force Majeure Event.
2. Each of the parties shall provide notice to the other party as soon as reasonably practicable upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event and the estimated duration and impact.

3. If a delay or failure due to a Force Majeure Event shall continue for more than four (4) weeks then the unaffected party shall be entitled to terminate this Agreement immediately upon written notice to the other party. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of a Force Majeure Event pursuant to this Clause 25.

26. Assignment

Neither party shall be entitled to assign this Agreement nor all or any of their rights and obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed).

27. Subcontracting

Subject to the restrictions in this contract in relation to Data Protection, the Vendor shall be entitled to sub-contract the whole or any part of its obligations hereunder without the prior written consent of the Client but without relieving Vendor from any of its obligations hereunder.

28. Third Party Rights

This Agreement does not by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, confers any rights or benefits on any person or class of person existing now or in the future, who is not a party to this Agreement.

29. Export Control

The parties acknowledge that products, software, and technical information (including, but not limited to, the Services, technical assistance and training) provided under this Agreement may be subject to export laws and regulations of the UK, 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.

30. Notice

1. All formal notices and communications between the parties made in the course of this Agreement are to be in writing and shall be deemed to have been received by the addressee at the times stated below, provided that the notice of communication is addressed to the recipient at the address specified below, is marked for the urgent notification of the specified point of contact as notified in writing to the other party from time to time in accordance with this Clause 30:
 1. by first class guaranteed delivery or equivalent post (post must be properly franked or otherwise pre-paid), forty-eight (48) hours after dispatch;
 2. by facsimile, immediately upon dispatch provided that the sender of the facsimile obtains a facsimile receipt showing proper transmission, and provided that a copy of the notice is also sent to the intended recipient by another means specified in this Clause 30;
 3. by hand delivery, immediately upon receipt by the recipient;
 4. On the next Working Day if sent by a reputable overnight express mail service with a reliable tracking system (post must be pre-paid); or
 5. by email, two (2) hours after transmission
2. The addressees of the parties for the purpose of this Clause and for the purpose of service of proceedings are the Vendor Notice Postal Address, Vendor Notice Email Address, Client Notice Postal Address and the Client Notice Email Address.

31. Variation

No variation of this Agreement shall be effective unless and until it is made in writing, signed by Vendor and the Client.

32. Invalidity and Severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

33. Relationship

Nothing in this Agreement is intended to create a partnership or the relationship of principal and agent or employer and employee between the parties. Neither party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose.

34. Waiver

No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall be or shall be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. Any waiver by either party of any of its rights under this Agreement must be in writing and only applies to the transaction or series of transactions expressly referred to in such waiver.

35. Counterparts

This Agreement and the SOW may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page to this Agreement or a SOW by e-mail shall be as effective as delivery of a manually executed counterpart of this Agreement or SOW.

36. Representations

1. Each party acknowledges that in entering into this Agreement and any SOW it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
2. Nothing in this Clause 36 shall limit or exclude any liability for fraudulent misrepresentation.

37. Non-Solicitation

1. Except in respect of any employees of either party which the parties have agreed in writing may be transferred between them, neither party shall directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision or receipt of the Supplies or (as applicable) at any time during the term of the applicable SOW or for a further period of twelve (12) months after its expiry or termination other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.
2. If either party commits any breach of Clause 37.1, the breaching party shall, on demand, pay to the claiming party a sum equal to one (1) year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

38. Governing Law and Jurisdiction

1. This Agreement is governed by and construed in accordance with the laws of England and Wales.

2. The parties agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation.
3. Socura will comply with all Applicable Laws in respect of the provision of the Service(s) including any Data Protection Legislation.

Schedule 1

Definitions & Interpretation

1. **Definitions** Unless the context requires otherwise, the following words and expressions shall have the following meanings:
Acceptance Date means the date so specified in Clause 5.4; **Acceptance Tests** means the agreed tests or reviews to determine that the Supplies substantially conform to their Specification; **Access Code** means any access number, password or code that may be allocated from time to time to the Client (including its authorised employees, agents and subcontractors) by Vendor in order to allow the Client and its authorised employees, agents and sub-contractors to have access to the System; **Affiliate** means, in relation to a party, a person who is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party's holding company, where a "holding company" and "subsidiary" have the meanings defined in section 1159 of the Companies Act 2006; **Agreement** means these Terms and Conditions (including the recitals and Schedules), any Statements of Work (including recitals, schedules and appendices to the Statements of Work) and all associated Purchase Orders; **Anti-Corruption Laws** mean any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, including the Bribery Act 2010; **Applicable Data Protection Laws** means Data Protection Act 2018 and as amended and the General Data Protection Regulation (EU) 2016/679 or any other applicable similar laws relating to the protection of personal data in other jurisdictions; **Applications Development Services** means the services of development of computer programs and user manuals;

Authorised Users means those employees, agents and independent contractors of the Client who are authorised by the Client to use the Software as further detailed in Clause 11;

Authorised User Limit means the maximum number of Authorised Users that a Client may have in relation to the Software provided under a SOW, as set out in the applicable SOW;

Change Control Process means the document, the form of which is agreed between the parties, to vary the deliverables within a previously agreed SOW or professional services engagement;

Charges mean those charges payable by Client to Vendor as set forth in each SOW or Purchase Order provided that Vendor is entitled to increase the Charges annually by written notice to the Client;

Client means the purchaser of the Supplies as defined in the SOW;

Client Data means all data supplied to the Vendor by the Client (also known as the buyer);

Client Dispute Contact means the Client's contact person as defined in the SOW;

Client Equipment means the Client's IT infrastructure and equipment (including any embedded software), used by the Client in relation to the Supplies, including as specified in the applicable SOW;

Client Notice Email Address means the email address that any notice to the Client should be sent to as set out in the applicable SOW;

Client Notice Postal Address means the postal address that any notice to the Client should be sent to as set out in the applicable SOW;

Client Premises means the Client Premises as specified in the applicable SOW;

Cloud Services means the provision of a hosted platform including infrastructure (integrated servers, operating systems and applications), and network and managed services;

Commencement Date means the commencement date of the Supplies as specified in the relevant SOW;

Confidential Information means the terms of this Agreement, and all information of a secret or confidential nature, including commercial, financial, marketing, customer, employee, product or technical information, know-how, and other information relating to either party, in any form or medium, whether disclosed orally or in writing, before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part of this information whether or not marked as confidential;

Data Centre Services means the provision of hosting of and/or access to and/or management of computers or infrastructure, a platform and/or resident computer programs;

Data Collection Policy means Vendor's then current data collection policy detailing the types of personal data (as defined under Applicable Data Protection Laws) Vendor collects and processes under this Agreement, how such data is processed by Vendor, the purposes of such processing and how long it is processed by Vendor;

Defect means any fault in the Product(s) provided as defined by the Equipment Manufacturer;

Dispute means any disagreement, conflict or claims arising out of or in connection with this Agreement or its validity;

End Users means the Client's end users;

End User Devices means devices supplied by Vendor to the Client for use by the Client's end users;

End User Software means software supplied by Vendor to the Client for use by the Client's end users;

Equipment Manufacturer means the original manufacturer of the Product;

Force Majeure Event means causes beyond a party's reasonable control including acts of God, fire, flood, storm, revolution, disease pandemics, acts of terrorism, riot or civil commotion, strikes or industrial disputes, failures of third party power, telecommunications, or other utilities supplies, government action, requirements or regulations of any civil or military authority and transportation delays;

Good Industry Practice means in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, care, prudence, judgment, integrity and diligence which would reasonably be expected from a skilled and experienced person engaged in the same type of activity under the same or similar circumstances;

Initial SOW Period means the initial period of a SOW as there specified;

Intellectual Property Rights (IPRs) means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, whether now or in the future existing;

Lines and Minutes Services means the provision of telecommunications services to allow the Client to have inbound or outbound telephone calls terminated by Vendor at the agreed commercial terms using Vendor and any relevant third party's infrastructure with Vendor against which Vendor shall invoice the Client;

Managed Detection and Response (MDR) Services means the provision of cyber security detection, including the proactive monitoring and alerting of potentially malicious activity in the Clients' network and the potential containment of this activity;

Managed Services means the provision of support services provided by Vendor to the Client, which may include underpinning extended warranty and maintenance services from the Equipment Manufacturer and Vendor's internal troubleshooting and other support services;

Notice means the notice period that a party must give the other party if terminating a SOW without cause as set out in the applicable SOW or, in the absence of any such stipulation in the SOW, at least three (3) months' prior written notice.

Operational Service Date means the date on which any Supplies or part of them is first made available to the Client by Vendor or the date when the Client first starts to use such Supplies (or part of them), whichever is the earlier;

Products means the products comprised in the Supplies, including but not limited to any End User Devices, End User Software, and other equipment (including any embedded or other software), sold to the Client under a SOW;

Purchase Order means an order issued by the Client and accepted by Vendor for the provision of certain Products or Services to the Client as defined in a SOW in accordance with these Terms and Conditions;

Renewal SOW Period means a period of twelve (12) months beginning on the date following the date of expiry of the Initial SOW Period or any anniversary of the date following the date of expiry of the Initial SOW Period;

Representative means a person nominated by a party in accordance with Clause 14;

Service Levels means the target levels for the provision of the Supplies as set out in the applicable SOW;

Services means the services comprised in the Supplies;

Software means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code and (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise;

Solutions means Products, Services and/or software implementation, maintenance and/or support and related professional (consultancy and development) services to provide an integrated solution;

Specification means a description of the Supplies or their functions, as provided by the applicable SOW;

Staff means the natural persons who perform the Services on behalf of the Vendor, who may be employees of, or under direct or indirect contract to, Vendor or its subcontractors;

Statement of Work (SOW) means a statement of work duly executed between Vendor and the Client for the provision of specific Services and Products pursuant to Clause 2 of this Agreement;

Supplies means Applications, Applications Development Services, Cloud Services, Data Centre Services, Managed Services, Managed Detection and Response, Lines and Minutes, Solutions and/or Products or any other services as set out in the applicable SOW or Purchase Order;

System means the hardware and software comprised in the Supplies to which Vendor provides access, and all components thereof, as may be modified, added to or replaced by Vendor;

Taxes means value-added, sales, use, excise, customs duties or other taxes, fees or surcharges (including, but not limited to regulatory fees or surcharges)

Term has the meaning given to it in Clause 3.1;

Terms and Conditions means these terms and conditions including all recitals and Schedules but excluding any SOWs and Purchase Orders;

Vendor Infrastructure means the platform, including hardware, software and infrastructure used by Vendor to provide Supplies;

Vendor Notice Email Address means the email address that any notice to the Vendor should be sent to as set out in the applicable SOW;

Vendor Notice Postal Address means the postal address that any notice to the Vendor should be sent to as set out in the applicable SOW;

Warranty Period means the period of warranty provided by the Equipment Manufacturer to Vendor;

Working Day means Monday to Friday excluding public holidays in England; and

Vendor means the provider of the Supplies as defined in the SOW.

2. Interpretation

1. The headings of this Agreement shall not affect its interpretation.
2. A reference in this Agreement to statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
3. References in these Terms and Conditions to Clauses and Schedules are to the clauses and schedules of these Terms and Conditions. References in these Terms and Conditions to paragraphs are to paragraphs of the relevant Schedule. References in a SOW to Clauses, Schedules and Appendices are to the clauses, schedules and appendices of that SOW.
4. Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.



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