



## **Standard Terms & Conditions**

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For the provision by enChoice UK Limited of Professional Services  
Managed and Hosted Services

Version 1.0

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# 1. Definitions and Interpretations

The definitions and rules of interpretation in this Clause apply to these terms

a. Agreement	<ul style="list-style-type: none"> <li>is a transaction document that refers to these terms and conditions. Including but not limited to Agreement (SOW), Term Agreement, Software Agreement. It is in essence a statement agreed between the parties setting out the Services to be provided by Us to You describing the Project and setting out the estimated timetable (including without limitation any Project Milestones) and responsibilities for the provision of the Services by Us in accordance with the Contract.</li> </ul>
b. Applicable Laws	<ul style="list-style-type: none"> <li>Means any:</li> <li>law including any statute, statutory instrument, byelaw, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union);</li> <li>legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or(c) legally binding industry code of conduct or guideline in force from time to time which relates to the Agreement and/or any products, goods, and services provided in connection with the Agreement and/or the activities which are comprised in all or some of the goods and/ or services or the use or application of the output from the goods and/ or services</li> </ul>
c. Assistance	<ul style="list-style-type: none"> <li>means that We will provide technical expertise and experience to support Your team as defined in a Term Agreement that includes leading and managing as well as delivering artefacts required to achieve the necessary outcome; it remains Your responsibility to authorise changes and confirm fitness for purpose of any proposed or implemented changes made on Your behalf by enChoice.</li> </ul>
d. Business Day	<ul style="list-style-type: none"> <li>any day other than a Saturday or Sunday or a public or bank holiday in the UK;</li> </ul>
e. Conditions	<ul style="list-style-type: none"> <li>the terms and conditions set out in this document.</li> </ul>
f. Confidential	<ul style="list-style-type: none"> <li>information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of either party, trade secrets including, without limitation, technical data and know-how relating to the business of either party or any of their suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) business plans, details of suppliers, customers, pricing schemes, pricing, terms of business, strategic intentions, company marketing plans, sales forecasts, financial details, regulatory results, employee details, invention details, intellectual property, product plans and designs and including (but not limited to) information created, developed, received or obtained in connection with a Contract, whether or not such information (if in anything other than oral form) is marked confidential.</li> </ul>
g. Consent	<ul style="list-style-type: none"> <li>means any freely given, specific, informed, and unambiguous indication of his or her wishes by which the data subject, either by a statement or by a clear affirmative action, signifies a Contract authorising personal data relating to them being processed.</li> </ul>
h. Contract	<ul style="list-style-type: none"> <li>the contract between Us and You consisting of an Agreement and these Conditions, and any other document(s) (if any) incorporated by reference and/or notified in writing by Us to You.</li> </ul>
i. Customer, You or Your	<ul style="list-style-type: none"> <li>the person, firm or company purchasing Services from Us as described in the accompanying Agreement</li> </ul>

j. Deliverables	<ul style="list-style-type: none"> <li>any specific good or service outcome that is to be produced by Us through the provision of the Services.</li> </ul>
k. Dependencies	<ul style="list-style-type: none"> <li>including but not limited to interaction with or dependency on third party code and scripts, rebuilds of file systems, operating system patches and upgrades, patch levels, the need for host or network recovery, the availability of light, power, air conditioning and utilities, the availability of hardware and peripherals in good workable condition</li> </ul>
l. Intellectual Property Rights	<ul style="list-style-type: none"> <li>means all intellectual and industrial property rights (including patents, know how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights and unregistered trademarks, rights to prevent passing off or unfair competition, copyright, database rights, domain names, topography rights and any other rights in any invention, discovery or process) in the United Kingdom and all other countries in the world and together with all renewals and extensions thereof</li> </ul>
m. Our Project Manager	<ul style="list-style-type: none"> <li>Our manager for the Project, appointed in accordance with condition 3.c</li> </ul>
n. Pre-existing Materials	<ul style="list-style-type: none"> <li>materials which existed before the commencement of the Projector commencement of services, or that were not created under the agreement</li> </ul>
o. Project	<ul style="list-style-type: none"> <li>the project as described in the accompanying Agreement</li> </ul>
p. Project Milestone	<ul style="list-style-type: none"> <li>a date by which a part of the Project is estimated to be completed, as set out in an Agreement</li> </ul>
q. Services	<ul style="list-style-type: none"> <li>the services to be provided by Us to You under the Contract as described in the accompanying Agreement.</li> </ul>
r. Term Agreement	<ul style="list-style-type: none"> <li>a statement agreed between the parties setting out the Services to be provided by Us to You that in total define Our responsibilities to You for delivery of Assistance services over the term</li> </ul>
s. UK Business Hours	<ul style="list-style-type: none"> <li>shall mean 09:00 – 17:00, Monday through Friday, excluding public holidays in England as outlined on web page <a href="http://www.calendar-uk.co.uk/holidays">www.calendar-uk.co.uk/holidays</a></li> </ul>
t. Us or We or Our or enChoice	<ul style="list-style-type: none"> <li>enChoice UK Limited of The Innovation Centre, Sci-Tech Daresbury, Keckwick Lane, Daresbury WA4 4FS. Company Number: 14449193</li> </ul>
u. VAT or Country specific taxes	<ul style="list-style-type: none"> <li>value added tax chargeable under English law for the time being and any similar additional tax or any country specific Taxes.</li> </ul>

## 2. Application of Conditions

a. Conditions	<ul style="list-style-type: none"><li>These conditions Shall:<ul style="list-style-type: none"><li>a) apply to and be incorporated in the Contract.</li><li>b) prevail over any inconsistent terms or conditions contained in, or referred to in any, confirmation of order, or specification, or implied by law, trade custom, practice, or course of dealing</li></ul></li></ul>
b. Conflict	<ul style="list-style-type: none"><li>In the event of a conflict between an Agreement and these conditions, the Agreement will take priority.</li></ul>
c. Variation	<ul style="list-style-type: none"><li>No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Us unless in writing and signed by Our duly authorized representative</li></ul>
d. Signature	<ul style="list-style-type: none"><li>Your signature on the Agreement constitutes an offer by You to purchase the Services specified in it on these Conditions. The execution and return of a copy of the Agreement by Us, or Our commencement or execution of work pursuant to the Agreement, establishes a contract for the supply and purchase of those Services on these Conditions. Any other terms and conditions attached to, enclosed with, or referred to in, the Agreement shall not apply to this Contract.</li></ul>

### 3. Our Obligations

a. The Project	<ul style="list-style-type: none"><li>▪ We shall use reasonable endeavors to manage and complete the Project, and to deliver the Deliverables to you, in accordance in all material respects with the Agreement.</li></ul>
b. Dates	<ul style="list-style-type: none"><li>▪ We shall use reasonable endeavors to meet the performance dates specified in the Agreement, but any such dates shall be estimates only and time shall not be of the essence of the Contract.</li></ul>
c. Project Manager	<ul style="list-style-type: none"><li>▪ We shall appoint Our Project Manager who shall have authority to contractually bind Us on all matters relating to the Project. We shall use reasonable endeavors to ensure that the same person acts as Our Project Manager throughout the Project, but may replace them from time to time where necessary in the interests of Our business</li></ul>
d. Health and Safety	<ul style="list-style-type: none"><li>▪ We will ensure that all Our personnel engaged in delivering the Services comply with such health and safety standards as are notified to us by you from time to time</li></ul>

## 4. Your Obligations

a. Obligations	<ul style="list-style-type: none"> <li>▪ In addition to any obligations specified in the Agreement, You shall: <ul style="list-style-type: none"> <li>a) co-operate with Us in all matters relating to the Project and appoint Your Project Manager, who shall have the authority to bind You on matters relating to the Project.</li> <li>b) provide in a timely manner such access to Your premises, data, software and networks, and such office accommodation and other facilities, as is requested by Us either in the Agreement or from time to time.</li> <li>c) provide in a timely manner such information as We may request (at your own cost) and ensure that such information is accurate in all material respects. For the avoidance of doubt this will include provision of test data, where requested.</li> <li>d) be responsible (at your own cost) for the selection and implementation of procedures and controls relating to the access to Your IT systems, security, encryption, and all data within Your systems.</li> <li>e) provide in a timely manner (at your own cost) all such licenses, consents and/or permissions as may be required to enable Us to undertake work on Your systems.</li> <li>f) be responsible (at Your own cost) for preparing the relevant premises for the supply of the Services.</li> </ul> </li> </ul>
b. Backup Process	<ul style="list-style-type: none"> <li>▪ You acknowledge that the provision of the Services may impact the operation of your systems, and You agree that You will be solely responsible for ensuring appropriate back up procedures are in place prior to, and during the Services to protect and preserve Your data.</li> <li>▪ We will not be responsible for the accuracy, completeness, or quality of Your business or system configuration data. It will remain Your responsibility to recover from data loss or corruption, and for assuring the suitability of that data for resumption of processing following an incident</li> </ul>
c. Delays	<ul style="list-style-type: none"> <li>▪ If Our performance of Our obligations under the Contract is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees, You shall allow Us a reasonable extension to complete any services and shall be liable to pay to Us on demand all reasonable costs, charges or losses sustained or incurred by Us (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Us confirming such costs, charges and losses to You in writing.</li> </ul>

## 5. Change Control

<p>a. Change Control</p>	<ul style="list-style-type: none"> <li>▪ If You wish to change the scope of the services, then Your Primary Contact or Project Manager will be responsible for submitting details of the required change in writing to the enChoice Account Manager or appointed Project Manager.</li> <li>▪ If We wish to change the scope of the services, then either the enChoice Account or Project Manager will be responsible for submitting details of the required change in writing to the Your Owning Manager or appointed Project Manager.</li> <li>▪ In the event of a proposed change, We shall provide a written estimate to You of the likely time required to implement the change, the likely effect of the change on the terms or duration of the Agreement, any variations to Our charges arising from the change.</li> <li>▪ If either party request a change to the scope of the Services, the other party shall not unreasonably withhold or delay consent to it.</li> <li>▪ We have no obligation to proceed with a change unless and until the parties have agreed in writing on the necessary variations to Our charges, the Agreement and any other relevant terms of the Contract to take account of the change.</li> <li>▪ Agreements that are fixed price or risk based, including but not limited to Incident Support Agreements, Outcome based services, and Fixed Price Services, will be based on full disclosure of all information likely to affect our determination of a fair price. This means any information that will impact demand, effort, or diversity of skills, which includes but is not limited to properly detailing the capacity, update frequency, or history of support issues for a supported environment, complex or previously discovered challenges in a solution, or specific operating practices<sup>1</sup> that are required to complete our work.</li> <li>▪ Your licensed entitlement where appropriate. You will inform us of any change to that entitlement or if there is a significant difference between entitlement and deployed license You will provide us with the details and evidence</li> </ul>
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## 6. Charges, Taxes, and Payment

<p>a. Charges</p>	<ul style="list-style-type: none"> <li>▪ Condition a) shall apply if the Services are to be provided on a time-and-materials basis. Condition b) shall apply if the Services are to be provided for a fixed price. Condition c) shall apply if the Services are Term Agreements. The remainder of this condition shall apply in all cases:</li> </ul> <p>a) Where the Services are provided on a time-and-materials basis</p> <ul style="list-style-type: none"> <li>• the charges payable for the Services shall be calculated in accordance with Our standard daily fee rates as amended from time to time.</li> <li>• Our standard daily fee rates are calculated on the basis of a 7-hour day worked between 08.00 and 18.00 on weekdays (excluding weekends and public holidays);</li> <li>• Work undertaken outside of the hours will be charged at the following overtime rates one and half (1.5) times between 18:00 and 20:00 on normal business days (Monday evening to Friday morning) and two (2) times at all other times or otherwise as agreed in writing</li> <li>• Onsite work will attract a minimum charge of a standard day.</li> <li>• Remote work will attract a minimum charge of half a standard day.</li> <li>• We shall ensure that all Our personnel maintain an appropriate record of their time spent on the Project to calculate the charges covered by each monthly invoice referred to in condition.</li> <li>• Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority.</li> </ul> <p>b) Where the Services are provided for a fixed price basis.</p> <ul style="list-style-type: none"> <li>• the total price for the Services shall be the amount set out in the Agreement.</li> <li>• The total price shall be paid to Us in instalments as set out in the Agreement on achieving the corresponding Project Milestone. All amounts due under this agreement shall be paid by You to Us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).</li> <li>• On achieving a Project Milestone, We shall invoice You for the charges that are then payable, together with expenses and the costs of materials (and sales tax, where appropriate).</li> </ul> <p>c) Where the Services are provided as a Term Agreement</p> <ul style="list-style-type: none"> <li>• Payment terms for “Term Agreements” require payment to be received prior to the start date of the term. Assistance obligations will begin after the later of the term start date or the receipt of payment.</li> <li>• Services defined in the Agreement that include capped entitlements, for example number of Assistance calls or capped number of hours of Assistance, will forfeit all remaining entitlements at the end of each entitlement period.</li> </ul> <p>d) All payments payable to Us under the Contract shall become due immediately on termination of the Contract. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.</p> <p>e) We may, without prejudice to any other rights We may have, set off any liability of You to Us against any liability of Us to You whether under the attached or any other Agreement</p>
<p>b. Invoicing</p>	<ul style="list-style-type: none"> <li>▪ The charges specified in an Agreement may exclude expenses associated with subsistence, travelling and any other ancillary expenses reasonably incurred by Our personnel in connection with the agreement, and the cost of any materials or services reasonably and properly provided by third parties required by Us for the supply of the Services. In these cases, You will be invoiced for</li> </ul>

	<p>the additional cost incurred</p> <ul style="list-style-type: none"> <li>All prices and charges are stated exclusive of tax (VAT), which will be payable at the then current rate.</li> <li>Amounts are due upon receipt of invoice and payable as specified in the Agreement. The Customer agrees to pay accordingly, including any late payment fee. Payment may be made electronically to an account specified by enChoice or by other means agreed to by the parties.:</li> </ul> <p>(1)</p>
<b>c. Additional Charges and Tax</b>	<ul style="list-style-type: none"> <li>The charges specified in an Agreement may exclude expenses associated with subsistence, travelling and any other ancillary expenses reasonably incurred by Our personnel in connection with the agreement, and the cost of any materials or services reasonably and properly provided by third parties required by Us for the supply of the Services. In these cases, You will be invoiced for the additional cost incurred.</li> <li>All prices and charges are stated exclusive of tax (VAT), which will be payable at the then current rate.</li> <li>Amounts are due upon receipt of invoice and payable as specified in the Agreement. The Customer agrees to pay accordingly, including any late payment fee. Payment may be made electronically to an account specified by enChoice or by other means agreed to by the parties</li> </ul>
<b>d. Late payment</b>	<ul style="list-style-type: none"> <li>If payment is not received within 30 days from the date of invoice the Customer may be subject to late payment charges.</li> <li>Such late payment charges will be calculated in accordance with the applicable official rate of statutory interest as defined by the Late Payment of Commercial Debts (Interest) Act 1998. For the purpose of late payment charge calculations, the Customer's receipt of invoice will be deemed to be 3 working days after the date of invoice, unless otherwise notified to enChoice at the time of actual receipt.</li> <li>Without prejudice to any other right or remedy that We may have, if You fail to pay Us on the due date, We may suspend all Services until payment has been made in full.</li> </ul>

## 7. Liability and Intellectual Property Protection

<p>e. Limitation of Liability</p>	<ul style="list-style-type: none"> <li>▪ You acknowledge and agree that all Intellectual Property Rights and all other rights in the Deliverables shall be owned by Us or licensed from Our Suppliers unless otherwise stated in the Agreement. We hereby license all such rights with in the terms of the Agreement and on a non-exclusive, worldwide basis to such extent as is necessary within Your business to enable You to make reasonable use of the Deliverables and the Services as is envisaged by the parties. If We terminate the Contract under condition, this license will automatically terminate.</li> <li>▪ You acknowledge that all Intellectual Property Rights in Our pre-existing materials, data, system infrastructure is owned by Us, and We hereby grant to You a limited license to use, execute, reproduce, modify and enhance all such materials as are reasonably necessary to perform the Services.</li> <li>▪ We acknowledge that all Intellectual Property Rights in Your pre-existing materials, data, system infrastructure is owned by You, and You hereby grant to Us a limited license to use, execute, reproduce, modify and enhance all such materials as are reasonably necessary to perform the Services. You acknowledge that We may re-use retained knowledge gained through the provision of the Services elsewhere within Our business in a way that does not reproduce any of Your proprietary or Confidential Information.</li> <li>▪ Nothing in this agreement will exclude or limit enChoice's liability for: <ul style="list-style-type: none"> <li>a) the Intellectual Property indemnity at clause 7c) of this Agreement</li> <li>b) any breach of clause *8 a) b) and c) of this Agreement (Confidential Information)</li> <li>c) any breach of clause 12 c) of this Agreement (Business Conduct); or</li> <li>d) matters for which liability cannot legally be excluded or capped.</li> </ul> </li> </ul>
<p>f. Claims Not Covered</p>	<ul style="list-style-type: none"> <li>▪ enChoice has no responsibility for claims based on: <ul style="list-style-type: none"> <li>a) Non-enChoice Products.</li> <li>b) items not provided by enChoice; or</li> <li>c) any violation of law or third-party rights caused by Content, or any Paragon materials, designs, or specifications.</li> </ul> </li> </ul>
<p>g. Intellectual Property and Content</p>	<ul style="list-style-type: none"> <li>▪ enChoice retains all proprietary right, title and interest, including copyright and all other Intellectual Property Rights, in and to the software and source code.</li> </ul>

## 8. Content, Confidential Information and Data Protection

<p><b>a. Business Content</b></p>	<ul style="list-style-type: none"> <li>▪ Business Contact Information is business-related contact information disclosed by You to enChoice, including names, job titles, business addresses, telephone numbers and email addresses of Licensee's employees and contractors. <ul style="list-style-type: none"> <li>a) Business Contact Personnel are Your employees and contractors to whom the Business Contact Information relates.</li> <li>b) You authorize enChoice to process and use Business Contact Information within enChoice and its partners to support You including the provision of support services, and for the purpose of furthering the business relationship between You and enChoice, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing enChoice products and services (the "Specified Purpose")</li> <li>c) enChoice agrees that all Business Contact Information will be processed in accordance with the GDPR and will be used only for the Specified Purpose.</li> <li>d) To the extent required by the GDPR, You represent that You have obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable enChoice to process and use the Business Contact Information for the Specified Purpose.</li> <li>e) You authorize enChoice to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority, or the transfer is otherwise permitted under the Data Protection &amp; Electronic Communications Legislation</li> </ul> </li> </ul>
<p><b>b. Personal Data</b></p>	<ul style="list-style-type: none"> <li>▪ For purposes of this Item "Personal Data" has the meaning set out in the Data Protection Law and relates only to personal data, or any part of such personal data, in respect of which You are the Data Controller and in relation to which enChoice is providing services under this Contract. In the context of GDPR the term means any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. The following provisions apply in the event that one party makes Personal Data available to the other: <ul style="list-style-type: none"> <li>a) Neither party will request Personal Data beyond what is necessary to fulfil the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.</li> <li>b) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.</li> <li>c) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.</li> <li>d) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.</li> <li>e) Additional or different services required to comply with the Laws will be deemed a request for new services.</li> <li>f) Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfil the purpose(s) for which it was</li> </ul> </li> </ul>

	made available
<b>c. Use of Content &amp; Confidential Information</b>	<ul style="list-style-type: none"><li>▪ enChoice, its affiliates, and contractors of either, will access and use the Content solely for the purpose of providing and managing the applicable Knowledge Capture Service or other Services.</li><li>▪ enChoice will treat Content as confidential by only disclosing to enChoice employees and contractors to the extent necessary to provide the Services or perform other Services.</li></ul>
<b>d. Access Requests</b>	<ul style="list-style-type: none"><li>▪ Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.</li><li>▪ Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.</li><li>▪ Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.</li><li>▪ Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfil the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law</li></ul>

## 9. Termination

<p>a. Termination</p>	<ul style="list-style-type: none"> <li>▪ Our obligation to provide the Services will terminate as set out in the Agreement, and the Contract will automatically terminate on completion of the Agreement.</li> <li>a) In the event that We are actively working on a problem at the time of termination of obligations and You do not wish to extend Assistance for a further period, then We will at our sole discretion accept payment for a standard services engagement to complete the work.</li> <li>b) Without prejudice to any other rights or remedies to which We may be entitled, We may terminate the Contract immediately on notice without liability to You if: <ul style="list-style-type: none"> <li>▪ You fail to pay any amount due under the Contract on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment.</li> <li>▪ You commit a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) You fail to remedy that breach within a period of fourteen (14) days after being notified in writing to do so.</li> <li>▪ You repeatedly breach any of these Condition or any other term of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with You having the intention or ability to give effect to the terms of the Contract.</li> <li>▪ You suspend, or threaten to suspend, payment of Your debts or are unable to pay Your debts as they fall due, or You admit inability to pay Your debts or are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986.</li> <li>▪ You cease or intend to cease the whole or a substantive part of your business activities; This includes furloughing staff, or otherwise delaying activity that impacts our ability to deliver the services.</li> <li>▪ You undergo a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).</li> </ul> </li> <li>c) We reserve the right to amend these Conditions from time to time, without notice to You. Any such variation will not affect an existing signed Agreement, unless We specifically notify You of this. You acknowledge that You are solely responsible for checking the conditions prior to signature of any Agreement, or any subsequent Agreement.</li> <li>d) Without prejudice to any other rights or remedies to which You may be entitled, You may terminate the Contract on 30 days' notice without liability to Us if: <ul style="list-style-type: none"> <li>▪ We commit a material breach of any other term of these Conditions which breach is irremediable or (if such breach is remediable) We fail to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or</li> <li>▪ a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with Our winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or Our solvent reconstruction.</li> </ul> </li> <li>e) Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.</li> </ul>
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	<p>f) Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination, including the right to claim damages in respect of a breach of the Contract existing at or before the date of termination</p>
<b>e. Force majeure</b>	<ul style="list-style-type: none"><li>▪ Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Agreement by giving 60 days written notice to the affected party.</li></ul>

## 10. Governing Laws and Geographic Scope

<p><b>a. Applicable Laws</b></p>	<ul style="list-style-type: none"> <li>▪ This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.</li> <li>▪ Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.</li> <li>▪ The rights and obligations of each party are valid only in the country of Paragon 's business address.</li> </ul>
<p><b>b. Compliance with Laws</b></p>	<ul style="list-style-type: none"> <li>▪ Each party is also responsible for complying with: <ul style="list-style-type: none"> <li>a. laws and regulations applicable to its business and Content; and</li> <li>b. import, export and economic sanction laws, regulations and any applicable jurisdictions that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.</li> </ul> </li> </ul>
<p><b>c. Enforcement and Other Rights</b></p>	<ul style="list-style-type: none"> <li>▪ If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.</li> <li>▪ Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract.</li> </ul>



## 11. General

<p><b>a. enChoice Role</b></p>	<ul style="list-style-type: none"> <li>enChoice is an independent contractor, not Client's agent, joint venture, partner, or fiduciary.</li> <li>enChoice does not undertake to perform any of Client's regulatory obligations or assume any responsibility for Client's business or operations, and Client is responsible for its use of enChoice Products and Non-enChoice Products.</li> <li>enChoice is acting as an information technology provider only.</li> <li>enChoice's direction, suggested usage, or guidance or use of an enChoice Product does not constitute medical, clinical, legal, accounting, or other licensed professional advice. Client should obtain their own expert advice.</li> <li>Each party is responsible for determining the assignment of its and its affiliates personnel, and their respective contractors, and for their direction, control, and compensation.</li> </ul>
<p><b>b. Personnel</b></p>	<ul style="list-style-type: none"> <li>Each party will assign personnel that are qualified to perform the tasks assigned to each party under the relevant Agreement, but each acknowledges that they are responsible for the supervision, direction, control and compensation of its own personnel..</li> <li>You shall not, without Our prior written consent, at any time from the date of the Contract to the expiry of twelve (12) months after the completion of the Services, solicit or entice away from Us or employ or attempt to employ, any person who is, or has been, engaged as an employee or sub-contractor of Us.</li> <li>Any consent given by Us in accordance with this condition shall be subject to You paying to Us a sum equivalent to 40% of the then current annual remuneration of Our employee or sub-contractor or, if higher, 40% of the annual remuneration to be paid by You to such employee or sub-contractor</li> </ul>
<p><b>c. Business Conduct</b></p>	<ul style="list-style-type: none"> <li>enChoice maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud.</li> <li>enChoice and its personnel comply with such policies and require contractors to have similar policies.</li> </ul>
<p><b>d. Assignment</b></p>	<ul style="list-style-type: none"> <li>Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other.</li> <li>enChoice may assign rights to receive payments. enChoice will remain responsible to perform its obligations.</li> <li>Assignments by enChoice in conjunction with the sale of the portion of enChoice's business that includes an enChoice Product or Non-enChoice Products is not restricted.</li> <li>enChoice may share this Agreement and related documents in conjunction with any assignment.</li> </ul>
<p><b>e. Remote Site Access</b></p>	<ul style="list-style-type: none"> <li>In the event that our staff require remote access to Your systems, including production systems, to develop code, test, design, and recover Your operation or investigate incidents, We will ensure that staff are properly vetted and professionally trained to perform that task. We will not be held responsible for any loss or subsequent realisation of risk that arises from these activities.</li> </ul>

<b>f. Notices and Administration</b>	<ul style="list-style-type: none"><li>▪ All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address.</li><li>▪ The parties' consent to the use of electronic means for communications as a signed writing.</li><li>▪ Any reproduction of the Agreement made by reliable means is considered an original.</li><li>▪ The Agreement supersedes any course of dealing, discussions, or representations between the parties.</li><li>▪ Where approval, acceptance, consent, access, cooperation, or similar action by either party is required, such action will not be unreasonably delayed or withheld.</li></ul>
<b>g. Cause of Action</b>	<ul style="list-style-type: none"><li>▪ No right or cause of action for any third party is created by the Agreement or any transaction under it.</li><li>▪ Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose.</li><li>▪ Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control.</li></ul>
<b>h. Global Resources</b>	<ul style="list-style-type: none"><li>▪ enChoice may use personnel and resources in locations worldwide, including contractors, to support the delivery of enChoice Products and Non-enChoice Products.</li><li>▪ enChoice is responsible for the obligations under the Agreement even if enChoice uses a contractor and will have appropriate agreements in place to enable enChoice to meet its obligations.</li></ul>

## 12. Clauses specific to Term Agreements

<p>a. Fair Use Policy</p>	<ul style="list-style-type: none"> <li>▪ Provision of Assistance Services under this contract are to be used to augment your team in situations that require skills and experience that are not available in your immediate team or generally. Fair use means that Assistance services, unless stated in the transaction document, are not to be used to: <ul style="list-style-type: none"> <li>a) Develop code or documents.</li> <li>b) Contribute to project deliverables.</li> <li>c) Be used as a general source of reference information that can reasonably be obtained from manuals or internet searches.</li> <li>d) Be used as an alternative to proper maintenance.</li> <li>e) Be used as an alternative to suitably trained and empowered staff.</li> </ul> </li> <li>• Assistance Services are not a replacement for regular maintenance and investment in your IT platforms. We expect You to maintain patch levels and major versions to a reasonable level. <ul style="list-style-type: none"> <li>a) Excessive incidents caused by lack of resources are considered unfair.</li> </ul> </li> <li>• If We consider that the experienced volume of incidents is due to a lack of investment or out of date software then We reserve the right to charge you for performing the required upgrades, or to withdraw service. <ul style="list-style-type: none"> <li>a) Unless agreed otherwise in the transaction document We expect to interact with knowledgeable and suitably empowered individuals to resolve problems.</li> <li>b) You can assign priority and urgency to your tickets; however, We reserve the right to downgrade priority for non-production problems in times of high demand.</li> </ul> </li> <li>• Our fair-use policy allows You to make reasonable use of these services in line with the pattern of use experienced from across our customer set, and broadly in alignment with our expected demand. We reserve the right to terminate or constrict service to customers that have exceeded those limits.</li> <li>• In the case that We find Your use to be unfair, then We will contact You to discuss the situation and work with You to deliver to Your needs and explain our findings before taking any limiting action</li> </ul>
<p>b. System Processes that depend on delivery or Our commitments</p>	<ul style="list-style-type: none"> <li>▪ Systems or business processes or operations that are dependent on an aspect of Your technology provision for which We provide Assistance shall not be included in any recovery operations, and their availability shall not be a concern for this agreement.</li> </ul>
<p>c. Systems Processes on which We depend in order to deliver Our commitments</p>	<ul style="list-style-type: none"> <li>▪ Systems or business processes or operations on which We depend and that are required for us to safely provide Assistance shall remain wholly Your responsibility. Any measures of our performance and commencement of our activities will begin after You have confirmed that these dependencies have been satisfied.</li> <li>▪ This means that You will recover including but not limited to; access to datacentres (physical or network), recovery of software images, data, or instructions, and security certificates before We begin our recovery activities.</li> <li>▪ For Services that include upgrades and other discretionary activities You will ensure that all pre-requisites defined in the Agreement are delivered as applicable before We begin work.</li> <li>▪ All changes to Your systems are performed to assist You and will be delivered by competent</li> </ul>

	specialists and to a high level of professionalism, however their fitness for purpose remains Your responsibility. This means that all changes must be authorised by You.
<b>d. Capacity Extension (License and Assistance)</b>	<ul style="list-style-type: none"><li>▪ You may request to purchase additional capacity in the form of additional Services or duplicate Services. This is expected to be the most cost-effective way to increase provision. In these cases, a new Agreement will be added to existing agreements and managed as a single contract</li></ul>
<b>e. Top-ups (upfront)</b>	<ul style="list-style-type: none"><li>▪ You may decide that an agreement does not include sufficient capacity and wish to “top-up”. In this case payment is required prior to commencement of the additional Assistance.</li><li>▪ Services that include capped entitlements, for example number of Assistance calls or capped number of hours of Assistance, will forfeit all remaining entitlements at the end of each entitlement period.</li></ul>
<b>f. Overage</b>	<ul style="list-style-type: none"><li>▪ You agree to pay authorised overage charges as and when they occur. Failure to pay for an overage charge may cause Us to reduce the term of an agreement to cover those costs and our expenses.</li></ul>