

1. DEFINITIONS

"Buyer" means the company, firm, body or person so named in the Order;

"Cloud Services" means the cloud services specified in the Order to be purchased by the Seller from the Provider and resold to the Buyer.

"Cloud Services Terms" means the Provider's terms and conditions for the provision of the Cloud Services as amended by the Provider from time to time including any additional Special Terms appended to these Conditions;

"Conditions" means these terms and conditions;

"Contract" means the contract between the Buyer and the Seller consisting of the Order, and these Conditions;

"Electronic Document(s)" means, without limitation, any online Order, online e-mail communication between authorised persons, acknowledgements, invoices and/or any online transaction capable of acceptance by its intended recipient;

"Intellectual Property Rights" means the patents, inventions, registered designs, copyright, database rights and design rights, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items in any country or jurisdiction;

"Order" means the order issued by or on behalf of the Buyer to the Seller for the performance of the Cloud Services;

"Parties" means the Buyer and the Seller (each a Party);

"Price" means the sum to be paid by the Buyer to the Seller for the performance of the Cloud Services the subject matter of an Order;

"Provider" means the third party provider of the Cloud Services;

"Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"Seller" means Computacenter (UK) Limited;

2. GENERAL

2.1 Any Order placed upon a quotation or otherwise shall only be accepted expressly by the Seller and entirely at the discretion of the Seller and if so accepted shall be accepted subject only to these Conditions.

2.2 These Conditions shall apply to the Contract and shall prevail over any contrary, different or additional terms or conditions howsoever communicated by the Buyer.

2.3 No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by an authorised representative of the Seller shall add, vary or waive any of these Conditions.

2.4 Headings to clauses in these Conditions are included for ease of reference only.

A reference to any statute or statutory instrument shall be construed as including a reference to any modification, extension or re-enactment thereof from time to time.

3. SPECIFICATION

3.1 The Seller shall be entitled to modify the designs and specifications of the Cloud Services without prior notification where such Cloud Services are so modified by the Provider. It is the Buyer's duty to inform itself as to and be aware of any such modifications.

3.2 No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Contract.

4. PRICES

4.1 Without prejudice to Condition 3.2, the Seller's price list shall not form part of the Contract.

4.2 The Price may be varied by the Seller at any time prior to acceptance of an Order.

4.3 Where the Provider varies the price for the Cloud Services at any time following acceptance of an Order, Seller shall be entitled to vary the Price accordingly.

4.3.1 The Price does not include unless otherwise specified any value added tax and any other tax or duty relating to the resale or performance of the Cloud Services;

4.4 The Price shall be in pounds sterling unless otherwise agreed by the Parties.

5. TERMS OF PAYMENT

5.1 Save in the case of a bona fide dispute notified to the Seller within 7 days of receipt of invoice (and in which case all undisputed amounts shall be payable in any event) all invoices shall be paid within 30 days of the date of the invoice.

5.2 A counterclaim or set-off shall not entitle the Buyer to withhold payment.

5.3 The Seller shall be entitled to charge interest at the Barclays Bank PLC base rate plus 3% per annum on outstanding payments from the date of delivery up to and including the date payment is received by the Seller.

5.4 In the event that the Buyer fails to make payments in accordance with the provisions of this Condition 5 the Seller shall be entitled, without prejudice to any other rights it may have, to suspend delivery or performance of any outstanding Orders (in whole or in part) without liability until payment in full of all outstanding sums has been made.

5.5 The Buyer acknowledges that where it purchases additional services or amends the scope of the existing Services by direct arrangement with the Provider and without the prior consent of the Buyer the Seller may be obliged to pay the Provider for such additional or amended services and accordingly:

5.5.1 the Buyer shall not purchase such additional or amended services; and

5.5.2 where the Buyer does purchase such additional or amended services (whether within or in excess of the limit referred to at Condition 5.5.1 above);

(i) the Buyer shall be deemed to have placed an Order for such additional or amended services and shall be obliged to pay the Seller for such additional or amended services at the prices set out on the Seller's then current price list or, where there is no price for such additional or amended services on the Seller's then current price list, at the Provider's price plus 5%.

(ii) Buyer will be obliged to place a corresponding Order with the Seller for those additional or amended services within 4 days of placing the order directly on the Provider.

5.5.3 The Seller shall be entitled to charge interest at the Barclays Bank PLC base rate plus 3% per annum from the date such Order should have been received up to and including the date the Order is received by the Seller.

5.6 The Buyer consents to the Seller making credit reference and other enquiries for the purposes of assessing the credit worthiness of the Buyer and holding the results of the same for its records.

5.7 The Seller reserves the right at its sole discretion and at any time to withdraw or amend any credit facility that may have been granted by the Seller to the Buyer.

6. TERMINATION

6.1 If the Buyer becomes insolvent, is presented with a petition for bankruptcy and/or winding up, or in the reasonable opinion of the Seller is likely to go into bankruptcy, receivership or liquidation or commits a breach of the contract, the Seller may forthwith terminate the Contract without incurring any liability to the Buyer.

6.2 Where the Provider terminates its contract with the Seller relating to the provision of the Cloud Services, the Seller shall be entitled to terminate its contract for the provision of Cloud Services immediately upon written notice to the Buyer without incurring any liability to the Buyer by reason of such termination.

6.3 Termination shall not affect the continuance in force of any provision hereof which is expressly or by implication to survive the Contract.

6.4 Further to Condition 9 below, Buyer shall not be entitled to terminate the Cloud Services where such termination is not permitted by the Cloud Services Terms.

7. TUPE

7.1 It is not anticipated that the employment of any person will transfer from the Buyer to the Seller pursuant to these Conditions or any Contract.

7.2 Where any individual is transferred from the Buyer to the Seller by virtue of the Regulations, without limiting any other remedy available to Seller, the Buyer agrees to indemnify and hold Seller harmless against any liability howsoever arising prior to the date of said transfer.

8. WARRANTY

8.1 In respect of all Cloud Services, the Seller will ensure the Buyer receives the benefit of any guarantee or warranty that may have been given to the Seller by the Provider. All other guarantees and/or warranties are hereby excluded to the fullest extent permitted by law.

8.2 The Seller will on request supply to the Buyer (insofar as possible) details of the terms and conditions of any such guarantee or warranty but the Buyer shall be responsible for instructing itself on the terms of the same and ensuring full compliance with the terms thereof.

9. DATA PROTECTION

9.1 Each Party shall comply with its obligations in respect of the EU General Data Protection Regulation GDPR and/or any corresponding or equivalent national laws or regulations, the Regulation of Investigatory Powers Act 2000 (where applicable), and all laws, regulations, codes of practice and industry guidelines relating to the processing of Personal Data and privacy amended from time to time.

10. CLOUD SERVICES TERMS

10.1 The Buyer acknowledges that use of the Cloud Services is subject to its acceptance of and compliance with the Cloud Services Terms and that it is responsible for informing itself as to the applicable Cloud Service Terms.

10.2 In the event of any conflict between these Conditions and the applicable Cloud Services Terms, the Cloud Services Terms will take precedence.

10.3 The Buyer shall indemnify the Seller against any loss or damage incurred by the Seller arising out of or in connection with any action brought by the Provider arising out of or in connection with any failure of the Buyer to comply with the Cloud Services Terms.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused by reason of the negligence of the Seller or of its servants, employees or agents nor for fraudulent misrepresentation nor for any other form of loss or damage in respect of which Seller is not permitted by law to limit its liability.

11.2 Subject to Condition 11.1 and notwithstanding anything contained in these Conditions (other than Condition 11.1) the Seller's liability to the Buyer under the Contract shall not in respect of any and all direct loss caused by the negligence of or breach of any obligations hereunder of the Seller, its employees, servants and/or agents exceed the Price or £250,000 whichever is the greater.

11.3 Notwithstanding anything contained in these Conditions, the Seller shall not be liable for any indirect, special or consequential loss or damage suffered or incurred by the Buyer arising out of any breach of these Conditions and for the purpose of these Conditions indirect, special or consequential loss shall include, but not be limited to damage to or loss of data or other equipment or property, economic loss or damage, damage to or loss of profits, interest, business, goodwill, contracts, revenues or anticipated savings and the incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages).

11.4 In cases where the Seller is asked to recommend cloud services to meet the Buyer's requirements the Seller does not warrant, represent or undertake that purchase of the Cloud Services or any other cloud services will satisfy the Buyer's requirements. All recommendations of cloud services by the Seller are therefore recommendations only and the Seller accepts no responsibility if any cloud services sold fail to meet the Buyer's requirements or purpose or to achieve any particular level of performance.

**12. INTELLECTUAL PROPERTY RIGHTS**

12.1 Title in any software or any other intellectual property rights comprised within the Cloud Services shall remain at all times with the Provider or its licensors and the Buyer shall receive whatever licence is granted by the Provider in respect of such software upon the standard terms imposed by the Provider from time to time.

12.2 The Buyer shall indemnify the Seller against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages arising from any infringement or alleged infringement of any Intellectual Property Rights of a third party by reason of the Seller performing its obligations under the Contract or the Provider performing its corresponding obligations to the Seller in accordance with the Buyer's instructions, whether express or implied, including, without limitation, the loading of third party software, the use of designs, drawings or specifications given to the Seller by the Buyer in respect of the Cloud Services.

13. ANTI BRIBERY AND CORRUPTION

13.1 Each Party shall comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption including, the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act and/or any other anti-bribery and corruption laws and regulations applicable to any Contract or otherwise in connection with these Conditions.

13.2 Neither Party will at any time engage in any activity, practice or conduct that may cause either itself or the other Party to contravene the UK Bribery Act 2010 or violate any applicable anti-bribery law.

13.3 Each Party has implemented and will at all times maintain and comply with adequate procedures designed to prevent it or any person in its employment or who conducts work for or on its behalf from engaging in any activity which would constitute an offence under the UK Bribery Act 2010 or violate any applicable anti-bribery law.

13.4 Each Party shall promptly report to the other any request or demand which, if complied with, would amount to a breach of 13.1 (above).

13.5 Any breach of this Condition 13 shall be deemed a material breach incapable of remedy entitling the non-defaulting Party to terminate these Conditions and any Contract immediately.

14. FORCE MAJEURE

14.1 The Seller shall be under no liability for any delay or failure to perform any of its obligations under the Contract in the event of Force Majeure. Following notification by the Seller to the Buyer of such event, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

14.2 For the purposes of this Condition, "Force Majeure" means any act or circumstances beyond the Seller's reasonable control including, but not limited to Act of God, act of terrorism, war, rebellion, riot, sabotage, fire, explosion, flood, drought, failure of power supply or other utilities, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or any change in legislation.

14.3 If an event of Force Majeure continues for a period of twenty one days from the date of notification by the Seller to the Buyer in accordance with Condition 14.1, then the Seller may terminate the Contract forthwith without prejudice to any of its other rights hereunder.

15. WAIVER

In the event that either Party does not insist upon strict performance of any of these Conditions then this shall not be deemed a waiver of any rights or remedies nor of any subsequent default.

16. INVALIDITY

The invalidity, illegality or unenforceability in whole or in part of any provision of these Conditions shall not affect the validity of the remaining provisions.

17. ASSIGNMENT

17.1 The rights and obligations of the Buyer under the Contract may not be assigned or transferred in whole or in part without the prior written consent of the Seller.

17.2 The Seller may without obtaining the consent of, or giving notice to the Buyer, assign or sub-contract all or any of its rights and obligations under the Contract.

18. NOTICES

18.1 Subject to Conditions 18.3 and 18.4 below, any notice or document or other communication to be given under these Conditions must be in writing and shall be given by sending the same by registered post, delivery receipt recorded, to the address of the relevant Party set out in the Contract or to such other address as such Party may have notified to the other for the purposes hereof.

18.2 Any notice, document or other communication sent by post shall be deemed (in the absence of evidence of earlier receipt) served 2 working days after despatch if sent first-class (and 4 working days after despatch if sent second-class) and in proving despatch it shall be sufficient to show that the envelope containing such notice, document or other communication was properly addressed, stamped and posted.

18.3 Notwithstanding the provisions of Conditions 18.1 and 18.2, the Parties may implement and use such form of electronic invoicing and/or ordering ("EDI") as may be required from time to time.

18.4 The Parties shall ensure that any EDI correspondence is issued by an authorised person and the recipient of any EDI correspondence shall be entitled to treat the same as a legally binding document capable to acceptance.

19. ENTIRE AGREEMENT

The Contract contains the entire understanding and agreement between the Seller and the Buyer in respect of the subject matter of the Contract and supersedes all prior oral or written communication, undertakings and any practice or course of dealing applying between the Seller and the Buyer. It may not be amended except in writing signed by the authorised representatives of both the Seller and the Buyer.

20. GOVERNING LAW

The Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the Parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.

Signed for and on behalf of:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signed for and on behalf of:

Computacenter (UK) Limited

Signature: _____

Print Name: _____

Title: _____

Date: _____