

Stone Technologies Limited

G-Cloud 14

Stone Device as a Service

Terms and Conditions



Supplier Details

Address

Stone Technologies Limited
Granite One Hundred
Acton Gate
Stafford
Staffordshire
ST18 9AA

www.stonegroup.co.uk
Tel: 08448 221 122

Key Personnel

Role	Name	Email Address	Telephone
Framework Manager	Antony Mellor	antony.mellor@stonegroup.co.uk	01785 786808
Solutions Director	Paul Flack	Paul.flack@stonegroup.co.uk	07920 655342

© Copyright Stone Technologies Limited 2024. All Rights Reserved.

Stone IT Scale Terms and Conditions

FUNDING ADDENDUM Terms and Conditions

1. This Agreement

- 1.1. If You, the Customer, sign this Funding Addendum and we, Stone, also sign this Funding Addendum, it is agreed that the Charges will be payable as set out in this Funding Addendum.
- 1.2. These terms and conditions and those on the first page of this Funding Addendum make up the whole agreement between You and Us in respect of payment of the Charges and form part of and are integral to the terms of the Contract. No amendment of this Funding Addendum shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative).
- 1.3. In the event of any conflict between the terms and conditions contained in the Funding Addendum and those contained in the Contract and the Conditions, the terms and conditions contained in this Funding Addendum shall take priority.
- 1.4. Definitions set out in the General Terms and Conditions of Supply at Appendix 1 apply to these Funding Addendum Terms and Conditions.

2. Instalments

- 2.1. The Charges shall be payable in the amounts (the Instalments) and on the due dates set out in the Funding Addendum. Your obligation to pay the Instalments in full and cleared funds on the due dates for payment is absolute and unconditional.
- 2.2. The Customer shall pay to Stone VAT on all sums due under this Contract which attract the same at the prevailing rate when such sums are due for payment.
- 2.3. Each Instalment shall be made in full, without deduction (including reductions on account of tax), set-off or counterclaim and no amount shall cease to be payable, be suspended or be reduced for any reason whatsoever including if any of the Equipment and/or Services turn out not to be fit for Your purposes and notwithstanding any force majeure circumstances.
- 2.4. If the law does require a deduction on account of tax Your Instalment will be increased by such additional sum as will result in Us receiving the full amount which We would have received if there had been no deductions or withholdings required.
- 2.5. Notwithstanding anything contained in the Contract, You shall not be able to set off any amount that You may be obliged to pay Us, or Our Funders, under this Funding Addendum against any sum that You may be owed by Us under the Contract.
- 2.6. No transfer of or upgrade to the Products or any related equipment or any termination or breach of any maintenance, services consultancy, supply or other obligations (whether under the Contract or otherwise) shall reduce, release, relieve or discharge Your liabilities or obligations under this Funding Addendum.
- 2.7. Stone may charge interest on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank PLC from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment. Such interest shall accrue on a daily basis and be compounded quarterly; and Stone may charge an administrative fee determined according to the value of the payment not received, calculated as follows:

Value of payment not received	Administrative fee
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

3. Termination

- 3.1. You may terminate this Contract in full or part terminate this Contract ("**Part Terminate**") subject to this paragraph 3. Part Terminate means that:
 - 3.1.1. the quantity of Equipment can be reduced as specified in the notice to Stone;
 - 3.1.2. the Charges will be reduced in accordance with that reduction of quantity; and
 - 3.1.3. the items of the Equipment that are subject to the Part Terminate notice are returned to Stone in accordance with the return procedures set out in paragraph 5 of these Funding Addendum Terms and Conditions.
- 3.2. You may terminate this Contract in full or Part Terminate this Contract at the end of the Initial Term without penalty by giving Stone 30 days' written notice in advance.
- 3.3. You may terminate this Contract in full or Part Terminate this Contract in the Secondary Period without penalty on 30 days' written notice in advance.
- 3.4. You may terminate this Contract in full or Part Terminate this Contract at any time after the end of the Minimum Period but before the end of the Initial Term without penalty on 30 days' written notice in advance. When exercising this right to terminate this Contract in full or Part Terminate this Contract during this period, you are required to replace the Equipment subject to the termination with equipment of a similar or better specification, supplied by Stone under a similar Contract and Funding Addendum.
- 3.5. You may terminate this Contract in full or Part Terminate this Contract within the Minimum Period on 30 days' written notice in advance as set out in Appendix 4 Penalty Payment Schedule and subject to payment of the relevant penalty set out in Appendix 4 Penalty Payment Schedule.
- 3.6. If any of the following circumstances occurs, then Stone may terminate this Contract on immediate written notice:
 - 3.5.1. You fail to pay any Instalment or any other sum due under this Funding Addendum, the Contract or any other agreement with one of Our group companies within 3 days of Our demanding payment;
 - 3.5.2. You breach any of the terms of this Funding Addendum (including any Special Conditions identified in the Funding Addendum), the Contract or any other agreement with one of Our group companies (except for breaches referred to in clause 3.5.1) and, where the breach is remediable, fail to remedy such breach within 10 days of Stone's demand;
 - 3.5.3. You make any statement, representation or warranty under or in relation to this Contract or any other agreement with Us which is or becomes materially incorrect;
 - 3.5.4. You are unable to pay Your debts as they fall due;
 - 3.5.5. You convene a meeting of Your creditors with a view to rescheduling any indebtedness or You enter into a deed of assignment or arrangement or otherwise compound with any or all of Your creditors;
 - 3.5.6. You are liquidated or wound up or have a petition for winding up presented against You or You pass a resolution for voluntary winding up (otherwise than in the course of a reconstruction approved by Us in writing);
 - 3.5.7. any steps are taken to appoint a receiver, administrative receiver or administrator over You or any of Your assets or if You stop trading;
 - 3.5.8. in respect of clauses 3.5.5 to 3.5.7, any analogous procedure or step is taken in any jurisdiction; there is a change in Your control, ownership or shareholding or that of any Holding Company of You from that existing at the Start Date ("control" and "Holding Company" having the meanings given to them in section 11 of the Corporation Tax Act 2010 and section 1159 of the Companies Act 2006 respectively);
 - 3.5.9. there is, in Our opinion, a material adverse change in Your financial position or business;
 - 3.5.10. any of the events listed in clause 3.5.1 to 3.5.9 inclusive occurs in respect of any person (whether a natural person, a body corporate or otherwise) that has provided a guarantee and/or indemnity to Us in respect of Your obligations under this Funding Addendum.
- 3.7. Stone may terminate this Contract in the Secondary Period on 30 days' notice.
- 3.8. If this Contract is terminated for any reason then:
 - 3.8.1. the following become immediately due and payable:
 - 3.8.1.1. in the event of termination by Stone, the Charges for the remainder of the Initial Term;

- 3.8.1.2. if You terminate the Contract in full or Part Terminate the Contract in accordance with paragraph 3.5, the penalty set out in Appendix 4 Penalty Payment Schedule;
- 3.8.2. all licence rights then vested in You shall immediately cease;
- 3.8.3. You shall cease using the Equipment and Services; and
- 3.8.4. return the Equipment and Services (including any software products) to Us in accordance with the return procedures in paragraph 4 below.

4. Return Procedures

- 4.1 If this Contract terminates or expires for any reason the Customer must return the Equipment, at its expense, to Stone at the place Stone specifies in the UK within five (5) working days of expiry of this Contract by the passage of time or immediately in any other circumstance. If the Customer fails to comply with this clause 4.1 then Stone may arrange for the Equipment to be removed and returned at the Customer's expense and the Customer shall continue to pay rentals to Stone (at the same rate and frequency as applied immediately before the hiring ended) until
 - 4.1.1 the Customer returns or Stone recovers the Equipment in the condition required by this clause 4, and
 - 4.1.2 the Equipment is returned or recovered and has been put into the condition required by this clause 4 to the extent that Stone believes, in its sole opinion, it has not already been done, and the Customer has paid the amounts due under this clause 4 or, where applicable,
 - 4.1.3 the Customer has paid the Termination Fees.
 The Customer will give Stone (or its agent) access to the site where the Equipment is located in order that Stone (or its agent) may perform such removal.
- 4.2 The Equipment must be returned to Stone in the same original, complete working order as when the Customer accepted it taking account of normal wear and tear resulting from using it properly. The Equipment must be complete with any service records, instructions manuals and technical specification and it must also be free from any markings, security etchings, labels and/or stickers (unless part of the manufacturers design), dents, fractures, chips, scratches and stains. The Equipment must also be in a condition which is compliant with any additional return conditions the Stone may agree with the Customer. The Customer is responsible for the costs of all data removal and wiping. If any storage drives or hard drives are removed or damaged, they must be replaced at the Customer's expense, with new replacements. Any data or monetary credit remaining in, or relating to, the Equipment, at the time the Stone takes delivery of it will automatically become Stone's on delivery. The Customer shall indemnify Stone on demand against all claims, demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs and expenses of whatsoever nature which may be brought against Stone or which Stone may suffer, incur or sustain in connection with any data or monetary credit remaining in, or relating to, the Equipment at the time Stone takes delivery of it.
- 4.3 The Customer must arrange to disconnect, de-install and de-commission the Equipment and pack it according to the manufacturer's instructions. The Customer must remove all personal data, sensitive data and passwords. The Equipment must not be locked as any costs associated in unlocking or accessing the Equipment will be charged to the Customer. The Customer will be responsible for insurance and transporting the Equipment, including all software explicitly designated as being part of the Equipment, peripherals, spares, documents, cabling and other items to a place of Stone's choosing in the UK. Stone shall not be responsible for any articles or property left in or attached to the Equipment, which they may dispose of as the Customer's agent.
- 4.4 Where the Equipment houses or comprises any application software, monetary credit or data which was not explicitly designated as being part of the Equipment, then the Customer shall, prior to returning such Equipment, ensure the full removal and deletion of all such software, monetary credit and data contained in, or relating to the Equipment. If the Customer fails to perform this obligation, then the Customer shall fully and effectively indemnify Stone against any and all costs, losses, claims and expenses which Stone may suffer or incur as a result of any claims being raised against Stone by third parties, based on the use or disclosure of software, monetary credit or data, including claims for economic and/or financial loss and/or loss of reputation howsoever caused.
- 4.5 Before the Customer returns the Equipment, they must be able to show, to Stone's satisfaction, that the Equipment meets the conditions set out in this clause 4. Stone will take into consideration any upgrades or improvements which the Customer has made to the Equipment during the period from the Start Date to the Termination date of this Contract. Stone may choose to appoint an expert to supervise the demonstration. The Customer will have to pay for the cost of any work needed to bring the Equipment to the standard Stone requires as well as any experts' costs.
- 4.6 If the Equipment is returned to, or repossessed by, Stone and is not in the condition required by this clause 4 then the Customer must pay the expenses necessary to put the Equipment into that condition.
- 4.7 If requested by Stone, the Customer must provide free and secure storage for the Equipment for up to three months after the Termination date of this Contract. Whilst the Customer is storing the Equipment in this way, they must:
 - 4.7.1 provide enough power and other facilities to keep the Equipment in full working order;
 - 4.7.2 insure the Equipment for the duration of the period which the Customer is storing it; and
 - 4.7.3 allow Stone and any possible buyer to inspect the Equipment immediately upon request.
- 4.8 The expiry or termination of this Contract does not affect the Customer's obligations which have arisen or accrued under the indemnities in this clause 4 up to and including the date of expiry or termination. Each indemnity in this clause 4:
 - 4.8.1 is a separate and independent obligation from the other obligations in this Contract;
 - 4.8.2 gives rise to a separate claim and independent cause of action;
 - 4.8.3 applies whether or not any indulgence is granted by Stone; and
 - 4.8.4 will continue in full force and effect despite any judgment, order, claim or proof for liquidation amount in respect of any sum due under this Contract, or any other judgment or order.

5. Additional Equipment

- 5.1 At any time after the Start Date but before the end of the Initial Term and provided the Contract has not been otherwise terminated or has expired, You may include additional equipment in this Contract ("Additional Equipment"). In respect of any Additional Equipment:
 - 5.1.1 Stone is under no obligation to supply any such Additional Equipment;
 - 5.1.2 Charges for the Additional Equipment will be subject to a supplementary schedule to the Contract ("Additional Equipment Schedule");
 - 5.1.3 The Minimum Term for the Additional Equipment shall commence on the date set out in the Supplementary Equipment Schedule ("Additional Equipment Start Date") and shall be the Minimum Term already set out in this Contract;
 - 5.1.4 The Additional Equipment will be supplied from the Additional Equipment Start Date and shall continue for the remainder of the Initial Term unless otherwise extended or shortened in accordance with paragraph 3 of these Funding Addendum Terms and Conditions.

6. Assignment

- 6.1. You shall not assign, transfer, hold on trust or otherwise dispose of any of Your rights and/or obligations under the Contract or otherwise under this Funding Addendum (in whole or part) without Our prior written consent.
- 6.2. We shall sell the Equipment (excluding any software products) and assign the Instalments to a third-party finance company (the "Funder") in order to facilitate the payment of the Charges by instalments. These assigned instalments ("Assigned Charges") are as those shown on the first page of the Contract under the section Transaction Details, subsection Payments and as detailed under Equipment Charges.

7. Funder's Indemnity

7.1. The Funder is entirely separate from Us and its sole role will be to finance the Equipment. The Funder will not be responsible for the supply of the Equipment and/or any Services. You therefore agree to indemnify the Funder and keep the Funder indemnified on demand against all losses, claims, demands, penalties, fines, costs, expenses (including but not limited to legal expenses (plus VAT) on a full indemnity basis) charges, damages, proceedings, judgments and liabilities incurred, suffered or sustained by Us directly or indirectly as a result of or in respect of:

- 7.1.1. any loss, damage or injury (including death) to the person or property of third parties caused by the Products; and
- 7.1.2. all loss or damage to the Equipment regardless of the cause.

8. Our rights

8.1 A failure or delay by Us to exercise any right or remedy provided under this Funding Addendum or by law will not constitute a waiver of that or any other right or remedy or prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise by Us of any right or remedy provided under this Funding Addendum or by law will prevent or restrict the further exercise of that or any other right or remedy.

9. Notices

- 9.1. Any notice which has to be served under this Funding Addendum must be a written notice and may be personally delivered or sent by post or email to the postal address or email address of the recipient party set out in the signature panel to this Funding Addendum (or such other postal address or email address as the recipient party may from time to time notify the other in writing for this purpose). A notice will be taken to have been delivered on the same date it is sent by email or delivered by hand, or two days after the date of posting it.
- 9.2. This clause 9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of official dispute resolution.

10. Governing law and jurisdiction

- 10.1 This Funding Addendum and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Funding Addendum or its subject matter for formation (including non-contractual disputes or claims).

APPENDIX 1 – GENERAL TERMS AND CONDITIONS OF SUPPLY

Stone Technologies Limited, registered in England and Wales under company number 02658501, with registered address at Granite One Hundred, Acton Gate, Stafford, Staffordshire ST18 9AA (“**Stone**”) has agreed to supply equipment and/or services and/or licenced software to the entity that will use such equipment/services/software licences (“**Customer**”). The supply shall be governed by and subject to these General Terms and Conditions together with the Terms and Conditions of Supply of Equipment and the Terms and Conditions of Supply of Services, which shall collectively be referred to as “**the Conditions**”. The Conditions apply to the exclusion of any other terms that Customer seeks to impose, or which are implied by trade, custom, practice or course of dealing.

1. DEFINITIONS AND INTERPRETATION

In the Conditions: (i) **person** includes a natural person, corporate or unincorporated body; (ii) a reference to Stone or Customer includes its personal representatives, successors and permitted assigns; (iii) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation; (iv) any phrase introduced by the terms **including** or **include** shall be illustrative and shall not limit the sense of the preceding words; (v) a reference to **writing** or **written** includes emails but excludes faxes; (vi) the terms ‘personal data’, ‘data subject’, ‘processor’, ‘controller’, ‘processing’, ‘personal data breach’, ‘pseudonymisation’, ‘special categories of data’ and ‘supervisory authority’ have the meanings set out in Data Protection Legislation; and (vii) the following definitions apply:

“**Additional Corrective Maintenance**”: in accordance with paragraph 4.4.2 and paragraph 5.1 of the Terms and Conditions of Supply of Services, making any adjustments to the Maintained Equipment; and replacing any parts or components of the Maintained Equipment which are required to restore it to Good Working Order.

“**Additional Hardware Maintenance Services**”: any Additional Corrective Maintenance and/or any Excluded Maintenance performed by Stone in accordance with these Conditions.

“**Affiliates**”: each agent, employee, contractor or sub-contractor of a party or the party’s Group.

“**Applicable Law**”: the laws of England and Wales, together with any other mandatory laws, regulations, regulatory policies, guidelines or industry codes which apply to the performance of each party’s obligations under the Contract.

“**Business Day**”: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“**Charges**”: the charges payable by the Customer to Stone, as set out in the Funding Addendum.

“**Confidential Information**”: information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, information pertaining to clients, pricing and marketing information relating to the business of either party, information which is marked as confidential, or information which ought reasonably to be considered confidential in light of the nature of the information and/or circumstances of its disclosure.

“**Configuration Services**”: those configuration Services detailed in the Order Form, if any.

“**Contract**”: each contract (as defined in paragraph 1.2) between the Customer and Stone relating to one or more of the following: (i) the supply of Equipment; (ii) the supply of Direct Services; (iii) the provision of Reseller Services; (iv) the provision of Reseller Software.

“**Customer Content**”: any data, documents, text, drawings, diagrams, images or sounds (together with any database made up of any of these), embodied in any medium, that are provided to Stone by or on behalf of the Customer, in order to perform its obligations pursuant to a Contract.

“**Customer Materials**”: any and all materials, other equipment (including cabling, network interfaces, power and power adapters) and software necessary for Stone to perform its obligations pursuant to a Contract, save to the extent the same is expressed to be supplied by Stone pursuant to the applicable Contract.

“**Customer Personnel**”: employees, directors and agents of the Customer, together with employees, directors and agents of any contractor undertaking activities on behalf of the Customer who are not Stone Personnel.

“**Data Processing Particulars**”: the following details, as provided in the Order: (i) the subject matter, duration, nature and purpose of the Processing; (ii) the type of Personal Data being Processed; and (iii) the categories of Data Subjects.

“**Data Protection Legislation**”: any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the Processing of their Personal Data to which a party is subject, including the DPA and the GDPR (to the extent

it remains applicable) and any code of practice or guidance published by the Information Commissioner’s Office from time to time.

“**Data Subject**”: has the meaning set out in the Data Protection Legislation.

“**Default**”: any act or omission of a party, or failure by a party to perform a relevant obligation under a Contract.

“**Delivery Location**”: the relevant location identified in the Order Form (where applicable).

“**Deliverables**”: all software code, documents, products and materials in any form: (i) developed by Stone or its agents, contractors and employees; and/or (ii) licensed by Stone to the Customer and its Affiliates, as part of or in relation to the performance of its obligations under a Contract, including all Intellectual Property Rights as may be embodied therein. For the avoidance of doubt, Deliverables shall exclude any Reseller Software.

“**Direct Equipment**”: the Equipment which is not described as Reseller Equipment in the Order Form.

“**Direct Services**”: the services to be supplied directly by Stone to the Customer, consisting of one or more of the following: Configuration Services, Installation Services, Training Services and Maintenance Services as set out in the Order Form.

“**DPA**”: the Data Protection Act 2018.

“**Effective Date**”: in respect of the supply of Equipment, the provision of a particular Service or licence of Software, the Effective Date for the same specified in the Order Form, or if none is specified, the effective date for the applicable Contract, or if none is specified, the Start Date of the applicable Contract.

“**Emergency Maintenance**”: maintenance resulting from the identification of an issue requiring urgent resolution for reasons of safety, security, as mandated by Applicable Law or as Stone may otherwise determine using its own skill and judgment.

“**End User Agreement**”: in respect of:

- (i) any Reseller Service, the end user agreement under which the Provider agrees to supply the Reseller Service to the Customer, referred to in the Order Form or required to be accepted by the Provider when accessing the Reseller Service online; and
- (ii) Reseller Software, the end user agreement under which the Provider agrees to licence the Reseller Software to the Customer, referred to in the Order Form or required to be accepted by the Provider when downloading/using the Reseller Software.

(as varied from time to time by the Provider pursuant to the terms of such End User Agreement).

“**Equipment**”: the equipment provided to the Customer in accordance with these Conditions as specified in the Equipment Schedule.

“**Equipment Specification**”: the specification for the applicable Equipment, as set out (or referred to) in the Order Form (including in any applicable statement of work).

“**Excluded Causes**”: the excluded causes set out in the Order Form.

“**Excluded Maintenance**”: any Hardware Maintenance Services required to restore any malfunctioning or failed Maintained Equipment to Good Working Order to the extent the malfunction or failure results from or is caused by any of the Excluded Causes.

“**Funder**”: a third-party finance company as defined in paragraph 5(b) of the Funding Agreement Terms and Conditions.

“**GDPR**”: either (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016, together with any implementation of the above into UK law, unless and until any such legislation is no longer directly applicable in the UK. Any reference to “articles” are references to the GDPR; or (ii) any successor legislation as applicable in the UK

“**Group**”: each and every entity that directly or indirectly controls, is controlled by, or is under common control with a party, for so long as such control exists. In the case of companies and corporations, control means beneficial ownership of more than 50% of the voting stock, shares, interest or equity in an entity; in the case of any other legal entity,

“control” and “controlled” shall exist through the ability to directly or indirectly control the management and/or business of the legal entity.

“**Hardware Maintenance Services**”: those hardware maintenance Services detailed in the Order Form, if any.

“**Included Corrective Maintenance**”: making any adjustments to the Maintained Equipment and replacing any parts or components of the Maintained Equipment, required to restore the Maintained Equipment to Good Working Order, in accordance with paragraph 4.2 of the Service Terms.

“**Initial Term**”: the period of 36 months commencing on the Start Date.

“**Insolvency Event**”: (a) the Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) the Customer starts negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for/enters into any arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for/in connection with the winding up of the Customer; (d) the Customer is the subject of a bankruptcy petition or order; (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or part of its assets which is not discharged within 14 days; (f) an application is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over the Customer; (g) a floating charge holder over the assets of the Customer becomes entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction.

“**Installation Services**”: those installation Services described in paragraph 3 of the Terms and Conditions of Supply of Services and detailed in the Order Form, if any.

“**Intellectual Property Rights**”: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Licensed Software**”: any Reseller Software.

“**Location**”: the location for performance of the applicable Services set out in the Order Form (if any), or any other location agreed between the parties in writing from time to time.

“**Manufacturer Warranties**”: as defined in paragraph 2.3 of the Terms and Conditions of Supply of Equipment.

“**Maintenance Services**”: any Hardware Maintenance Services.

“**Maintained Equipment**”: the equipment specified as such in the Order Form.

“**Minimum Term**”: the period as specified in the Order Form commencing on the Start Date.

“**Normal Business Hours**”: the hours of 09:00 to 17:00 on a Business Day.

“**Order**”: Customer’s agreement to the terms of an Order Form, which may include a communication from the Customer to Stone agreeing to the terms of the Order Form (within the period during which the terms of the Order Form remain valid).

“**Order Acceptance**”: Stone’s acceptance of an Order, which shall consist of a communication from Stone to the Customer expressly accepting the Order.

“**Order Form**”: Stone’s written quotation relating to one or more of the following: (i) the supply of Equipment; (ii) the supply of Direct Services; (iii) the provision of Reseller Services; and/or (iv) the provision of Reseller Software.

“**Permitted Purpose**”: the purpose of the Data Processing as set out in more detail in the Data Processing Particulars.

“**Personal Data Breach**”: has the meaning set out in the GDPR.

“**Preventative Maintenance**”: testing that the Maintained Equipment is functional; and making any adjustments as may be required to ensure the Maintained Equipment remains in Good Working Order, as more particularly described in the Order Form.

“**Provider**”: the third party provider of the applicable Reseller Services or Reseller Software, as detailed in the Order Form.

“**Reseller Equipment**”: the Equipment which is described as Reseller Equipment in the Order Form.

“**Reseller Software**”: the software to be provided by the applicable Provider pursuant to the applicable End User Agreement, as set out in the Order Form.

“**Reseller Services**”: any Services to be provided by the applicable Provider pursuant to the applicable End User Agreement, as set out in the Order Form.

“**Scheduled Maintenance Hours**”: the time periods set out in the Order Form for the performance of any maintenance (other than Emergency Maintenance).

“**Secondary Term**”: each period for which the supply of the Equipment under this Contract is extended in accordance with paragraph 3.

“**Security Requirements**”: the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the seventh data protection principle of the DPA and/or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR) as applicable.

“**Service Levels**”: in respect of a Service to be provided by Stone pursuant to a contract, the service levels for the applicable Services (if any), as set out in the Order Form

“**Services**”: together, the Direct Services and the Reseller Services.

“**Services Specification**”: in respect of the Direct Services, the specification for the same as set out (or referred to) in the Order Form (including in any applicable statement of work); and in respect of Reseller Services, the specification from the same determined by the applicable Provider.

“**Sourcing Issue**”: an inability on the part of Stone to source particular materials or resources (including Stone Personnel) on terms similar or identical to those available at the Effective Date (including due to exchange rate fluctuations, increases in taxes or duties) or a change in Applicable Law.

“**Standard Rates**”: Stone’s standard rates for the Direct Services as made available by Stone from time to time.

“**Start Date**”: The date specified in the Contract.

“**Stone Personnel**”: Stone’s employees, directors and agents, together with employees, directors and agents of any contractor undertaking activities on behalf of Stone in relation to the performance of its obligations under the applicable Contract.

“**Subject Access Request**”: an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his or her rights under the Data Protection Legislation.

“**Term**”: the Initial Term and any Secondary Term.

“**Training Services**”: those training Services detailed in the Order Form, if any.

“**Warranty Period**”: as defined in paragraph 2.3 of the Terms and Conditions of Supply of Equipment.

“**Year**”: the period of 12 calendar months from the applicable Effective Date and each 12-calendar month period thereafter.

1. BASIS OF CONTRACT

- 1.1. Each Order Form provided to the Customer constitutes an invitation to treat by Stone.
- 1.2. Each Order constitutes an offer by the Customer for Stone to provide the Equipment, provide the Services and/or make available the Licensed Software. Following receipt of an Order, Stone shall at its option submit an Order Acknowledgement to the Customer, which shall form a contract subject to the terms of the applicable Order Form and these Conditions (“**Contract**”). Should the Order (or any other correspondence from the Customer) contradict in any way the Order Form or any of these Conditions (“**Contradictory Terms**”), such Contradictory Terms shall not be incorporated unless and to the extent that a revised Order Form is issued incorporating any of the Contradictory Terms. A Contract shall come into existence immediately following the sending of an Order Acknowledgement to the Customer (“**Start Date**”).
- 1.3. After the Start Date, a Contract may not be terminated except in accordance with paragraph 3 of the Funding Addendum Terms and Conditions.
- 1.4. Unless expressly stated to the contrary in the relevant Order Form (or otherwise agreed in writing by Stone), each Order Form is only valid for 30 days from its date of issue.
- 1.5. If there is an inconsistency between any of the provisions of a Contract, the following descending order of priority shall apply:

- 1.5.1. the Order Form itself; and then
- 1.5.2. these Conditions.
- 1.6. Each party warrants that:
 - 1.6.1. it has full capacity to enter into and perform its obligations under a Contract; and
 - 1.6.2. each Contract is executed by a duly authorised representative of that party.
- 1.7. The warranties set out at paragraph 1.6 above are deemed to be repeated by each party in respect of a Contract on the applicable Start Date for the same.
- 1.8. In consideration for the payment of the Charges, Stone will provide the Equipment, provide the Services and/or grant access to any Licensed Software (as appropriate) in accordance with the Contract, from the applicable Effective Date.

2. CUSTOMER OBLIGATIONS

- 2.1. The Customer shall:
 - 2.1.1. provide all necessary co-operation reasonably required in relation to a Contract;
 - 2.1.2. provide such assistance from the Customer Personnel as may be reasonably requested by Stone from time to time;
 - 2.1.3. ensure that the terms of each Contract (including any specification) are complete and accurate;
 - 2.1.4. respond promptly to any request for a decision, guidance, information or instruction which Stone may submit in relation to a Contract from time to time;
 - 2.1.5. not to do or permit anything to be done that will or may damage the business, reputation, image and/or goodwill of Stone;
 - 2.1.6. only use the Services for lawful purposes and shall not use the Services: (i) in any way that breaches any Applicable Law; (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 2.1.7. comply with any and all obligations set out in the Order Form, including the applicable Equipment Specification/Services Specification;
 - 2.1.8. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Stone' data centres (or, where appropriate, the third-party portal through which Stone provides Services to the Customer, including but not limited to Cisco);
 - 2.1.9. not create markings or etchings on the Equipment including but not limited to the use of asset tags and/or laser etchings;.
- 2.2. The Customer shall, prior to the return of the Equipment:
 - 2.2.1. remove (if deployed) BIOS Passwords prior to collection or supply Stone with the password; in order that relevant equipment can be accessed for data erasure;
 - 2.2.2. ensure that any data stored on the Equipment which it intends to retain is backed-up and erased from the Equipment or that the Equipment is suitably secured and/or password protected to enable Stone to erase all data from the Equipment in accordance with the Data Protection Legislation; and
 - 2.2.3. ensure that data media such as SD Cards, CDs, USB Sticks & Hard Copy documents which it intends to retain are removed from assets for collection. Stone will data cleanse or destroy all data bearing media (without further reference to the Customer) found in the collected assets and in accordance with the Data Protection Arrangements.

3. SECONDARY TERM

- 3.1. On expiry of the Initial Term, this Contract shall automatically extend into a Secondary Term unless the Customer notifies Stone on 30 days' notice prior to the expiry of the Initial Term that it does not wish to extend the Contract. During the Secondary Term, the Customer shall pay the Charges in the amounts and in the frequency as set out in the Order Form until terminated in accordance with paragraph 3 of the Funding Addendum Terms and Conditions.

4. CHARGES

- 4.1. The price for Equipment, Services and licences of the Reseller Software is the price set out in the Order Form.
- 4.2. If it is reasonably apparent that any of the pricing in the Order Form is incorrect ("**Obvious Pricing Error**"), the Customer must notify Stone of the same. When Stone becomes aware of an Obvious Pricing Error, it shall promptly notify the Customer of the error together with the correct price ("**Correct Price**"). Following notification of the Correct Price, such price shall apply in place of the Obvious Pricing Error. If the Customer objects to the Correct Price, it may terminate the relevant Contract on written notice to Stone.
- 4.3. Where a failure of the Customer to comply with its obligations in the Contract (including those set out in these terms and conditions as well as the Order Form) results in additional costs for Stone and/or wasted time, Stone may charge the Customer for the same on a time and materials basis. In order to calculate the same, Stone's Standard Rates shall apply unless other rates are specified in the Order Form.
- 4.4. If Equipment has not been delivered or Services performed as a result of the acts or omissions of the Customer, there will be no change or delay to payment of the Instalments set out in the Funding Addendum.
- 4.5. All Charges stated or referred to in a Contract are exclusive of:
 - 4.5.1. value added tax or other sales taxes, which shall be added to Stone' invoice(s) at the appropriate rate; and
 - 4.5.2. all packing, insurance and transport costs, which shall be paid by the Customer (unless the same is expressly stated to be included within the price in the Order Form).
- 4.6. Any additional charges due under paragraphs 4.3 and 4.5.2 will be invoiced by Stone to the Customer within 30 days of being incurred and will be collected by direct debit within 30 days of the date of invoice.
- 4.7. Stone may, without limiting its other rights or remedies, set off any amount owing to it by the Customer or any Affiliate against any amount payable by Stone to the Customer.

5. RESELLER SOFTWARE

- 5.1. The terms of this paragraph 5 apply where the Customer orders Reseller Software from Stone.
- 5.2. The Customer acknowledges and agrees that:
 - 5.2.1. Stone is an agent of the Provider of the Reseller Software;
 - 5.2.2. Stone is not providing the Reseller Software to the Customer;

5.2.3. it shall be licensed to use the Reseller Software only as specified in the End User Agreement. For the avoidance of doubt, no licence is granted by Stone.

5.3. At the Customer's request and expense, Stone shall use its reasonable endeavours to assist the Customer when it interacts with the Provider and shall, at the Customer's cost and expense, assist the Customer to enforce the terms of the End User Agreement.

6. INTELLECTUAL PROPERTY

- 6.1. Stone warrants that it has, and will continue to have, all necessary rights in and to any and all Intellectual Property Rights that it purports to grant to the Customer pursuant to a Contract. The Customer warrants to Stone that Stone's possession and use in accordance with this Contract of any materials (including third-party materials supplied by the Customer to Stone) shall not cause Stone to infringe the rights, including any Intellectual Property Rights, of any third party.
- 6.2. The Customer acknowledges and agrees that:
 - 6.2.1. Stone and/or its licensors own all Intellectual Property Rights in the Direct Services and the Equipment; and
 - 6.2.2. the applicable Provider and/or its licensors own all Intellectual Property Rights in the Reseller Services and the Reseller Software.
- 6.3. Except as expressly stated herein, these Conditions do not grant the Customer any Intellectual Property Rights or any other rights or licences to, in or in respect of the Equipment, Services, Reseller Software or any related documentation.
- 6.4. Stone acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in the Customer Content. Except as expressly stated herein or as is necessary to perform Stone's obligations under a Contract, these Conditions do not grant Stone any Intellectual Property Rights or any other rights or licences to or in respect of any Customer Content.
- 6.5. Nothing in these Conditions shall be construed so as to prevent Stone from using in the furtherance of its own business general know-how or expertise gained in its performance of a Contract, provided that any such use does not constitute or result in a disclosure of any Confidential Information in breach of paragraph 7 or infringement of any Intellectual Property Rights.

7. CONFIDENTIALITY

- 7.1. Each party may be given access to Confidential Information from the other party, any member of its Group or any of its Affiliates in order to perform its obligations under a Contract. A party's Confidential Information shall not include information that:
 - 7.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 7.1.2. was in the other party's lawful possession before the disclosure;
 - 7.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 7.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 7.2. Subject to paragraph 7.4 below, each party shall hold the other's Confidential Information (including any such information originating from any of its Affiliates or any other member of its Group) in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the performance of its obligations under a Contract.
- 7.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these Conditions, save to other members of its Group, its Affiliates, or its professional advisors.
- 7.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this paragraph 7.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 7.5. Stone may provide Confidential Information to the Funder to the extent necessary to assign the Instalments.
- 7.6. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any unconnected third party.
- 7.7. Stone acknowledges that any data on the Equipment that has been put onto the Equipment by the Customer is the Confidential Information of the Customer.
- 7.8. Stone may publicise its involvement with the Customer for its own marketing purposes, and any such publication shall not constitute an unlawful disclosure of Confidential Information for the purposes of this paragraph 7.

8. DATA PROTECTION ARRANGEMENTS

- 8.1. The parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Legislation. However, the parties anticipate that the Customer shall act as a Controller and Stone shall act as a Processor and in any such case:
 - 8.1.1. Stone shall be a Controller where it is collecting and using Personal Data in relation to the management of its Customer accounts; and
 - 8.1.2. Stone shall be a Processor where it is Processing Personal Data in relation to the Data Processing Particulars in connection with performing its obligations under a Contract.
- 8.2. Stone shall comply with, and shall procure that any Affiliates comply with, the provisions of the Data Protection Legislation in relation to all Personal Data that is Processed by it in connection with a Contract.
- 8.3. Stone shall be permitted to appoint sub-contractors, and to disclose Personal Data to them for Processing in accordance with the relevant Contract, provided always that the sub-contractor's right to Process the Personal Data terminates automatically on expiry or termination (for whatever reason) of the relevant Contract for which the sub-contractor was engaged.
- 8.4.

9. DATA PROCESSING OBLIGATIONS

- 9.1. To the extent that Stone is acting as a Processor for and on behalf of the Customer, it shall:
 - 9.1.1. Process Personal Data for and on behalf of the Customer for the purposes of performing its obligations under a Contract, and only in accordance with the terms of that Contract and any documented instructions from the Customer;

- 9.1.2. notify the Customer immediately (and in any event within 24 hours of becoming aware of the same) if it believes (or ought reasonably to have been aware) that any of the Customer's written instructions infringe the Data Protection Legislation;
- 9.1.3. implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed on the Customer by the Security Requirements;
- 9.1.4. take all reasonable steps to ensure the reliability and integrity of any Stone Personnel who shall have access to the Personal Data;
- 9.1.5. ensure that access to the Personal Data is restricted to only those members of Stone' Personnel who require it in order to discharge Stone' obligations under a Contract;
- 9.1.6. notify the Customer promptly (and in any event within 2 Business Days) following its receipt of any Subject Access Request or correspondence from the UK Information Commissioner's Office or any other European data protection authority, and together with such notices, shall provide a copy of such Subject Access Request or correspondence and reasonable details of the circumstances giving rise to it; and
- 9.1.7. with respect to a Subject Access Request, not disclose any Personal Data in response without the express written authorisation of the Customer.
- 9.2. Where Stone becomes aware (or reasonably should have become aware) of an actual or suspected Personal Data Breach, it shall:
 - 9.2.1. notify the Customer as soon as is practicable, but in any event within 48 hours, including details of how the breach occurred and what Personal Data may have been compromised;
 - 9.2.2. implement any measures necessary to restore the security of compromised Personal Data; and
 - 9.2.3. assist the Customer to make any notifications to the UK Information Commissioner's Office and affected Data Subjects.
- 9.3. Except to the extent required by Applicable Law, upon the termination of a Contract for any reason, or earlier if instructed in writing by the Customer to do so, Stone shall cease Processing all Personal Data and return and/or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Customer) all Personal Data and all copies in its possession or control (and it shall provide the Customer with a certificate signed by a duly authorised representative confirming it has done so). Where the Customer makes any such request prior to the termination of a Contract, and it serves to hinder or prevent Stone' obligations thereunder, the Contract shall continue despite such reduced performance, and the Charges which have been paid or which will become payable shall not be affected thereby.

10. FREEDOM OF INFORMATION ACT

- 10.1. If the Customer receives a request under the Freedom of Information Act 2000 ("FOIA") or any similar legislation which may require the disclosure by it of any information it holds relating to Stone (whether or not such information is Confidential Information), the Customer will immediately notify Stone of:
 - 10.1.1. the request;
 - 10.1.2. the Customer's opinion as to whether or not any information relating to Stone might be disclosed; and
 - 10.1.3. whether (and, if so, when) the Customer intends to make the disclosure. If the Customer does not initially intend to make the disclosure, but later changes its mind, the Customer shall immediately notify Stone.
- 10.2. The Customer agrees that it will not disclose any information relating to or provided by Stone where one of the exemptions to the obligations to provide information under FOIA (or any similar legislation) applies.
- 10.3. The Customer will provide Stone with at least 10 Business Days' written notice that it intends to disclose any information, prior to disclosing any information under FOIA (or any similar legislation).
- 10.4. The Customer agrees to keep Stone informed as to the progression of any request to which this paragraph 10 relates.
- 10.5. If the Customer requires Stone's assistance in dealing with a request the Customer may receive under FOIA or any similar legislation, the Customer agrees to pay Stone its reasonable costs incurred in assisting the Customer, including payment for both personnel time spent in providing the assistance and any disbursements and expenses Stone incurs.

11. LIMITATION OF LIABILITY

- 11.1. All representations or warranties (whether written or oral, express or implied by statute, common law or otherwise) apart from those expressly set out in these Conditions are hereby excluded. In particular, but without prejudice to the generality of the foregoing, Stone makes no representation or gives any warranty (whether express or implied, statutory and/or otherwise), and will have no liability, regarding the fitness of the Equipment, Services or Licensed Software for any purpose, whether or not such purpose is disclosed to Stone.
- 11.2. The following provisions set out the entire financial liability of either party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other in respect of:
 - 11.3. any breach of these Conditions howsoever arising; and
 - 11.4. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with a Contract.
- 11.5. Nothing in these Conditions shall limit or exclude Stone's or the Customer's liability for:
 - 11.5.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 11.5.2. fraud or fraudulent misrepresentation; and
 - 11.5.3. any other liability which cannot be limited or excluded by Applicable Law.
- 11.6. In the event of a Default by Stone, Stone's liability in respect of loss or damage to tangible property of the Customer shall not exceed £100,000.
- 11.7. Subject to paragraphs 11.5 and 11.6, Stone's liability in respect of loss or damage under a Contract in any 12 month period shall not exceed the lower of:
 - 11.7.1. a sum equal to the total Charges paid and payable to Stone by the Customer under such Contract during the period of 12 months immediately prior to the event giving rise to the claim; or
 - 11.7.2. £100,000, however that liability arises including breach of contract, tort, misrepresentation or breach of statutory duty.
- 11.8. Subject to paragraph 11.5, in no event will Stone be liable to the Customer (whether in contract, tort, negligence or otherwise):
 - 11.8.1. for the Reseller Services or the Reseller Software beyond compliance with paragraphs 7.3 of the Terms and Conditions of Supply of Services and 5.3;
 - 11.8.2. for any loss whatsoever (including loss of data or losses arising from breach of confidentiality) resulting from the refurbishment or recycling of the Equipment following the return of the Equipment to Stone on accordance with paragraph 4 of the Funding Addendum Terms and Conditions;

- 11.8.3. for any damage caused by errors or omissions in any information, instructions or scripts provided to Stone by the Customer in connection with the Managed Services, or any actions taken by Stone at the Customer's direction;
- 11.8.4. for any loss not flowing directly and naturally in the ordinary course of events from its own act or omission;
- 11.8.5. for any loss of profit, revenue, use, anticipated savings, data, goodwill or opportunity or damage to reputation;
- 11.8.6. for any indirect, special or consequential loss or damage;
- 11.8.7. to the extent that any delay in performing or failure to perform Stone' obligations is due to a failure by the Customer to perform its own obligations under a Contract or if delay results from a failure by the Customer to comply with reasonable requests by Stone for instructions, information or action required by it to perform its obligations within a reasonable time; or
- 11.8.8. for the consequences of any acts or omissions of the Customer or the Customer Personnel.

12. FORCE MAJEURE

- 12.1. Neither party shall be in breach of a Contract nor liable for delay in performing, or failure to perform, any of its obligations under that Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes; lock-outs or other industrial disputes (except with respect to that party's own employees); acts of God; war; riot; civil commotion; epidemic; pandemic; compliance with any law or governmental order, rule, regulation or direction; accident; fire, flood, or storm. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 2 months, the party not affected may terminate the relevant contract (together with any other Contract between the parties) by giving 10 Business Days' written notice to the other party.

13. NOTICES

- 13.1. A notice given pursuant to the Contract shall be in writing, addressed to the place of business of the relevant party, directed to the named individuals given in the Order Form (if any) and shall be:
 - (i) delivered personally; or
 - (ii) sent by e-mail; or
 - (iii) sent by pre-paid special delivery.
- 13.2. A notice is deemed to have been received:
 - 13.2.1. if delivered personally, at the time of delivery;
 - 13.2.2. in the case of e-mail, at the time of transmission, provided a delivery notification is obtained evidencing delivery of the email; and
 - 13.2.3. in the case of special delivery, the date on which delivery takes place, as evidenced by the acknowledgement from the Royal Mail, provided that, if receipt is not within Normal Business Hours on a Business Day, delivery shall be deemed to be when business next starts in the place of receipt.

14. DISPUTE RESOLUTION

- 14.1. If a dispute arises out of or in connection with these Conditions or the performance, validity or enforceability of a Contract (a "Dispute") then the parties shall follow the procedure set out in this paragraph 14:
 - 14.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute; and
 - 14.1.2. if the parties are for any reason unable to resolve the Dispute within 20 Business Days from service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (an "ADR Notice") to the other party to the Dispute, requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 10 Business Days after the date of the ADR Notice.
- 14.2. If the Dispute is not resolved within 1 month of the mediator's appointment, then either party may commence Court proceedings, but provided that nothing in this paragraph 14.2 shall prevent either party from either continuing with any means of alternative dispute resolution as may be agreed in writing from time to time, or seeking an injunction or other interim relief at any time if it reasonably believes such action is necessary to prevent irreparable damage.

15. GENERAL

- 15.1. A natural or legal person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This paragraph does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 15.2. Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Stone.
- 15.3. A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or Default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 15.4. The construction, validity and performance of each Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- 15.5. No omission or delay by the Customer in exercising any of its rights or remedies under a Contract or under any Applicable Law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.
- 15.6. No omission or delay by Stone at any time to enforce any right or remedy reserved to Stone or to require performance by the Customer of any of the terms, covenants or provisions of this Contract, at the times designated in this Contract, shall be a waiver of any such right or remedy to which Stone is entitled, nor shall it in any way affect Stone's right thereafter to enforce such provision.
- 15.7. In the event that any provision of a Contract shall be void or unenforceable by reason of any provision of Applicable Law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the original intent of the Contract so far as possible.

- 15.8. Nothing in a Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.9. Each party undertakes to the other that it will not, and will procure that its employees will not, in the course of performing its obligations under a Contract, knowingly engage in any activity which would constitute a breach of the Bribery Act 2010 and that it has in place a compliance programme designed to ensure compliance with the terms of the Bribery Act 2010 and has and will maintain in place, adequate procedures designed to prevent any of its third party contractors or sub-contractors from undertaking any conduct that would give rise to an offence under the Bribery Act 2010.

APPENDIX 2 TERMS AND CONDITIONS OF SUPPLY OF EQUIPMENT

1. ACCEPTANCE

- 1.1. The Customer shall inspect the Equipment upon delivery and notify Stone of any defect in writing within 7 days of delivery, failing which it shall be conclusively presumed that the Equipment is complete, in good working order and condition and fit for the purpose for which it is required and satisfactory to the Customer in all respects. Where the Equipment is satisfactory to the Customer, the Customer shall sign a certificate confirming acceptance of the Equipment if required by Stone.

2. EQUIPMENT

- 2.1. Stone shall supply the Equipment to the Customer pursuant to each Contract.
- 2.2. Stone warrants that the Direct Equipment will conform in all material respects with the Equipment Specification.
- 2.3. In respect of Reseller Equipment, the parties acknowledge that Stone is not the manufacturer of the Reseller Equipment. As a reseller of the Reseller Equipment, Stone agrees to pass on to the Customer the benefit of any warranties that it obtains from the manufacturer of the Reseller Equipment ("Manufacturer Warranties") and shall provide details of the same upon request, for the period that such Manufacturer Warranties are afforded to Stone ("Warranty Period"). Where the Customer claims under any of the Manufacturer Warranties (and such claim is justified), the terms of the Manufacturer Warranties shall determine the Customer's recourse. Stone shall use its reasonable endeavours to assist the Customer to obtain such recourse, but shall not be responsible if the manufacturer refuses to comply with any such warranty or if the manufacturer is unable to comply where, for example, it has become insolvent.
- 2.4. Delivery dates are approximate only and time of delivery is not of the essence. Delivery shall be completed on the Equipment's arrival at the Delivery Location. The Customer is responsible for unloading, and any unloading that takes place shall be at the Customer's risk, unless this is expressly included as part of any Services to be provided by Stone pursuant to a Contract.
- 2.5. Stone shall deliver the Equipment to the Delivery Location after the Equipment is ready.
- 2.6. If the Customer fails to accept or take delivery of the Equipment (including failing to provide appropriate delivery instructions to Stone), Stone shall store the Equipment until delivery takes place, and may at its option charge the Customer for all related costs and expenses (including insurance).
- 2.7. Where 10 Business Days have elapsed since Stone attempted to re-deliver the Equipment to the Delivery Location and/or where Stone has either notified the Customer to arrange another delivery following failure of the first and the Customer has not engaged with this correspondence then Stone may resell or otherwise dispose of all of the Equipment or any part of it, and after deducting reasonable storage and selling costs, charge the Customer for any shortfall below, the price of the Equipment.
- 2.8. Stone may deliver in instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 2.9. Stone provides a facility to Customers to collect Equipment that has reached the end of its life in accordance with the Waste Electrical and Electronic Equipment Regulations 2013 (SI 2013/3113) ("WEEE Regulations"). Provided the site from which the Equipment to be collected satisfies Stone's access requirements from time to time and is located in mainland United Kingdom, Stone will collect such Equipment free of charge. If such requirements are not met, then Stone may charge the Customer for such collection at Stone's standard rates from time to time.

3. TITLE AND RISK

- 3.1. The Equipment shall at all times remain the property of Stone and/or the Funder, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the Conditions).
- 3.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain the sole risk of the Customer during the Term during which the Equipment is in the possession, custody or control of the Customer until such time as the Equipment is returned to Stone.

4. USE OF THE EQUIPMENT

- 4.1. The Customer shall in relation to the Equipment:
- 4.1.1. subject to paragraph 4.1.8, keep it in good condition and in safe custody
- 4.1.2. ensure that the Equipment is used in accordance with Applicable Law and the instructions of Stone or the Funder;
- 4.1.3. use only compatible equipment that is in good working order in conjunction with it;
- 4.1.4. allow only Stone authorised representatives to add to, modify, or alter it;
- 4.1.5. permit Stone to inspect or test the Equipment (either on Site or remotely);
- 4.1.6. not sell, assign, charge, underlet or otherwise dispose of the Equipment or allow any third party to obtain any interest in it, or permit any encumbrance to exist in respect of it;
- 4.1.7. where the Equipment includes software provided by Stone then Stone shall obtain all software licences necessary for the use and operation of the Equipment and comply with the terms of such software licences, in all other instances it is the responsibility of the Customer to provide such licences;
- 4.1.8. any repairs to the Equipment must only be made Stone unless otherwise agreed.
- 4.2. For the duration of this Contract and until redelivery of the Equipment in accordance with the return conditions as set out within the Funding Agreement Terms and Conditions, the Customer shall insure the Equipment against: (a) all risks of loss or damage for its replacement value; and (b) third party liability for such amount as is prudent in all the circumstances. The Customer shall hold any proceeds received from an insurer in respect of the Equipment strictly on trust for the Stone. The Customer shall provide evidence of any such insurance to the Stone on request. If the Customer fails to insure the Equipment or fails to satisfy Stone of the same, Stone shall be entitled to insure the Equipment and the Customer shall pay on demand all Stone's costs and expenses incurred in doing so.

- 4.3. The Customer shall inform Stone in writing immediately of the occurrence of any loss, theft, damage, destruction or requisition of the Equipment or any item of the Equipment ("**Total Loss**") and shall promptly replace that Equipment at its own expense with Equipment of the same specification, age and condition (any replacement equipment must be satisfactory to Stone). Such replacement equipment shall be deemed to be "Equipment" for the purpose of this Contract. The Customer shall ensure that title to any such replacement Equipment shall vest in the Funder free and clear of any encumbrances and the Customer shall do all such acts and execute all such documents as Stone may require to ensure that title to any replacement Equipment vests in the Funder.
- 4.4. If any item of Equipment is damaged but not a Total Loss, the hiring of such Equipment shall continue and the Customer shall:
- 4.4.1. at the Customer's sole cost and expense, place the Equipment in good repair, condition and working order; and
- 4.4.2. apply the proceeds of any insurance payable with respect to such Equipment toward the restoration or repair of the Equipment.
- 4.5. The Customer shall throughout the duration of this Contract and until redelivery to Stone, indemnify Stone against:
- 4.5.1. loss or damage to the Equipment howsoever caused;
- 4.5.2. any third party claims relating to the Equipment; and
- 4.5.3. any failure of the Customer to comply with paragraph 4.1.7 above.
- In the event of any third party liability claim relating to the Equipment (including but not limited to any claim relating to death, personal injury, and/or damage to or loss of property arising directly or indirectly out of the use, possession or operation of the Equipment), then the Customer shall satisfy, or shall ensure that the insurer satisfies, the relevant claim.

5. THIRD PARTY MANUFACTURERS OR RESELLERS

- 5.1. Stone agrees upon request to pass on to the Customer the benefit of all express warranties granted in favour of Stone by the supplier or manufacturer of the Equipment to the extent that Stone is entitled to do so. For the avoidance of doubt, this does not operate as an assignment of any of Stone rights or the appointment of the Customer to act on behalf of Stone. Save as aforesaid, Stone does not give any guarantee, warranty, term, condition or representation (express or implied) about the Equipment (including its condition, description, suitability, quality, fitness for purpose, performance, age or other qualities). All guarantees, warranties, terms, conditions and representations implied by statute or otherwise are expressly excluded to the maximum extent permitted by law.
- 5.2. Where Stone sources Equipment from a third-party manufacturer or reseller, Stone shall attempt to secure from it an indemnity against third party claims for infringement of Intellectual Property Rights in the Equipment. Where Stone transfers Equipment to the Funder, it shall also transfer to the Funder the benefit of any such indemnities. The liability of Stone or the Funder to the Customer in respect of third party claims for infringement of Intellectual Property Rights in the Equipment cannot exceed the liability of the third party manufacturer or reseller to Stone or the Funder as the case may be under the indemnity granted by the third party manufacturer or reseller.

APPENDIX 3 TERMS AND CONDITIONS OF SUPPLY OF SERVICES

1. DIRECT SERVICES

- 1.1. The terms of this paragraph 1 apply with respect to any Direct Services supplied pursuant to a Contract.
- 1.2. During the Term, Stone shall provide the applicable Direct Services to the Customer in accordance with the Services Specification in all material respects.
- 1.3. Stone shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it in advance of the provision of the Direct Services, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
- 1.4. Stone will use its reasonable endeavours to supply all relevant Direct Services in accordance with any performance metrics set out in the Order Form in respect of such Direct Services.
- 1.5. In respect of the Direct Services, Stone shall use reasonable endeavours to meet any performance dates specified in the Services Specification, but any such dates are estimates only and time is not of the essence for the performance of the Direct Services.
- 1.6. Stone shall have the right to make any changes to the Direct Services which:
 - (i) improve the nature or quality of the Direct Services;
 - (ii) are necessary to comply with Applicable Law;
 - (iii) result from a Sourcing Issue; or
 - (iv) do not materially negatively affect the nature or quality of the Direct Services,
 and Stone shall notify the Customer in any such event. Such notification shall include any variations to the Charges which Stone reasonably considers to be necessary in light thereof.
- 1.7. Where there is a Default on the part of the Customer, Stone (without limiting its other rights or remedies) may suspend performance (and is relieved from its performance obligations) until the Customer remedies the same.

2. CONFIGURATION SERVICES

- 2.1. The terms of this paragraph 2 apply where Stone has agreed under a Contract to provide any Configuration Services.
- 2.2. The Customer shall in a timely manner:
 - 2.2.1. provide all the Customer Content; and
 - 2.2.2. facilitate such access to the Customer's premises, equipment and existing systems (or those of its third-party contractors), as may be needed for Stone to perform the Configuration Services.
- 2.3. Stone shall carry out any such Configuration Services at the Location (or, at Stone's option where applicable, via remote access), and subject the results of such services ("Configuration") to its standard installation and acceptance tests, or such tests as are specified in the applicable Order Form.
- 2.4. The Customer shall be deemed to have accepted the Configuration if either:
 - 2.4.1 the acceptance testing is certified by Stone to be successful;
 - 2.4.2 the Customer fails to provide the data or results necessary for acceptance testing to be undertaken within the time limits specified in the Order Form (in respect of which, time shall be of the essence); or
 - 2.4.3 the Customer commences operational use of the Configuration.

3. INSTALLATION SERVICES

- 3.1. The terms of this paragraph 3 apply where Stone has agreed under the Contract to install any items of hardware or software (the "Installation Materials"), as stated in the Order Form.
- 3.2. The Customer shall in a timely manner:
 - 3.2.1. provide all the Customer Content and Customer Materials, and
 - 3.2.2. facilitate such access to the Customer's premises, equipment and existing systems (or those of its third-party contractors), as may be needed for Stone to perform the Installation Services.
- 3.3. Stone shall carry out any such installs at the Location (or, at Stone's option where applicable, via remote access), and subject the Installed Materials to its standard installation and acceptance tests, or such tests as are specified in the applicable Order Form.
- 3.4. The Customer shall be deemed to have accepted the Installation Materials if either:
 - 3.4.1 the acceptance testing is certified by Stone to be successful;
 - 3.4.2 the Customer fails to provide the data or results necessary for acceptance testing to be undertaken within the time limits specified in the Order Form (in respect of which, time shall be of the essence); or
 - 3.4.3 the Customer commences operational use of the Installation Materials.

4. HARDWARE MAINTENANCE SERVICES

- 4.1. Stone shall provide the Hardware Maintenance Services for the Maintained Equipment at the Location to the Customer in accordance with:
 - 4.1.1. the description and specification set out in the Order Form; and
 - 4.1.2. the Conditions.
- 4.2. In performing the Hardware Maintenance Services, Stone shall restore any malfunctioning or failed Maintained Equipment to Good Working Order while in attendance at the Location. Where this is not reasonably practicable, or not reasonably practicable within Normal Business Hours (in the case of Preventative Maintenance and Included Corrective Maintenance), Stone shall either arrange for a further visit to the Location within Normal Business Hours to complete the repair, or remove the Maintained Equipment or part of the Maintained Equipment for repair off-site.
- 4.3. On the Customer informing Stone that the Maintained Equipment is malfunctioning or has failed or is otherwise not in Good Working Order, Stone shall:
 - 4.3.1. attend at the Location during Normal Business Hours; and

- 4.3.2. perform Included Corrective Maintenance of the Maintained Equipment.
- 4.4. On the Customer informing Stone outside of Normal Business Hours that the Maintained Equipment is malfunctioning, has failed or is not in Good Working Order, Stone shall:
 - 4.4.1. attend at the Location; and
 - 4.4.2. perform Additional Corrective Maintenance of the Maintained Equipment.
- 4.5. With respect to Excluded Maintenance:
 - 4.5.1. Stone is not obliged to perform any Excluded Maintenance unless the Customer has agreed to pay the applicable Charges in respect of it; and
 - 4.5.2. where Stone is performing or has performed the Hardware Maintenance Services in circumstances where it is subsequently established that the Maintained Equipment was not in Good Working Order due to any of the Excluded Causes, Stone may charge, and the Customer shall pay, the Additional Hardware Maintenance Services Charges in respect of that work.
- 4.6. Any Additional Hardware Maintenance Services Charges shall be calculated from when the personnel arrive at the Location until they leave the Location.

5. REPLACEMENTS AND SPARE PARTS

- 5.1. Save where otherwise expressly stated in the Services Specification, in performing the Preventative Maintenance, Included Corrective Maintenance and the Additional Hardware Maintenance Services, Stone shall not source spare parts required to restore the Maintained Equipment to Good Working Order unless requested to do so by the Customer. Stone shall have the right to charge the Customer for the spare parts, together with the time incurred in sourcing them, in accordance with the Stone Standard Rates.
- 5.2. All spare parts and/or replacements provided by Stone to the Customer shall become part of the Maintained Equipment and the property of the owner of the Maintained Equipment. Stone hereby assigns to the owner of the Maintained Equipment (by way of future assignment), with full title guarantee and free from all third-party rights, all spare parts and/or replacements provided by Stone. All parts and components removed from the Maintained Equipment by Stone in the course of performing the Preventative Maintenance, Included Corrective Maintenance and/or the Additional Hardware Maintenance Services shall, unless the Customer notifies Stone to the contrary, no longer constitute part of the Maintained Equipment and will be the property of Stone. If the Customer is the owner of the Maintained Equipment, the Customer will assign to Stone, with full title guarantee and free from all third-party rights, all parts and components removed from the Maintained Equipment by Stone in accordance with this paragraph 5.2.

6. PERFORMING THE SUPPORT AND MAINTENANCE SERVICES

- 6.1. In consideration for performance of the Hardware Maintenance Services specified in the Order Form, or any additional Services requested by the Customer from time to time, the Customer shall pay the Charges.
- 6.2. The Services shall be performed in accordance with:
 - 6.2.1. the description and specification set out in the Order Form;
 - 6.2.2. the terms of this Schedule; and
 - 6.2.3. the Conditions.
- 6.3. Stone shall use reasonable endeavours to comply with any response and resolution times included in the Order Form.
- 6.4. Stone shall provide the Services from the date stated in the Order Form. The Services supplied under this Contract shall continue to be supplied during the term specified in the Order Form unless terminated earlier in accordance with the terms of this Schedule or the Conditions.
- 6.5. Except where expressly agreed in writing to the contrary, the Charges shall not include travel or accommodation expenses, which shall become payable upon production of appropriate receipts.

7. RESELLER SERVICES

- 7.1. The terms of this paragraph 7 apply where the Customer orders a Reseller Service from Stone.
- 7.2. The Customer acknowledges and agrees that:
 - 7.2.1. Stone is an agent of the Provider of the Reseller Service;
 - 7.2.2. Stone is not providing the Reseller Service to the Customer; and
 - 7.2.3. the Provider is supplying the Reseller Service directly to the Customer subject to the terms of the End User Agreement.
- 7.3. At the Customer's request and expense, Stone shall use its reasonable endeavours to assist the Customer when it interacts with the Provider and in particular, shall, at the Customer's expense, assist the Customer to enforce the terms of the End User Agreement.

8. TRAINING SERVICES

- 8.1. The terms of this paragraph 8 apply where the Customer orders Training Services from Stone.
- 8.2. The Customer acknowledges and agrees that:
 - 8.2.1. any individual identified in the Order Form or otherwise may be replaced at any time with another qualified individual at Stone's option; and
 - 8.2.2. any materials provided in respect of Training Services are licensed to the Customer solely for the purposes of the receipt of such Training Services by the Customer Personnel, unless and to the extent that wider use by other Customer Personnel is stated within the Order Form.

APPENDIX 4 PENALTY PAYMENT SCHEDULE

This Penalty Payment Schedule applies when the Customer either terminates the Contract in full or in part in accordance with paragraph 3.5 of the Funding Addendum Terms and Conditions.

[illegible]



TECHNOLOGY
DESIGNED, SERVED AND SUSTAINED