



Technology  
designed, served  
and sustained

# Terms and Conditions for the Supply of Services

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 goods and/or services and/or licenced software to the person/firm to who buys such goods/services/software licences ("**Customer**"). The supply of Services shall be governed by and subject to the terms set out in this document as the terms and conditions of supply of Services (as amended from time to time using the variation process set out in the General Conditions) ("**Services Conditions**") together with Stone's General Terms and Conditions of Supply ('General Conditions') (available at [www.stonegroup.co.uk](http://www.stonegroup.co.uk) and on request).

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. Direct Services

- The terms of this clause 1 apply with respect to any Direct Services supplied pursuant to a Contract.
- During the applicable Services Term, Stone shall provide the applicable Direct Services to the Customer in accordance with the Services Specification in all material respects.
- 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.
- 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.
- 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.
- 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.
- In respect of a Direct Service to be provided by Stone pursuant to a Contract, where Service Credits accrue, subject to the Service Credit Limit, Stone shall automatically credit the Customer with the applicable Service Credits. Service Credits shall either be shown as a deduction from the amount due from the Customer to Stone in the next invoice then due to be issued under the Service Contract, or Stone shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by Stone as a debt within 10 Business Days of issue of the credit note.
- The Service Credits shall be the exclusive financial remedy for the Customer for each service failure for which a Service Credit has been set, unless:
  - the Customer is otherwise entitled to terminate the Contract (or a part thereof) for a Default by Stone in accordance with these Conditions; or
  - the failure to perform the relevant Services in accordance with the Service Levels has arisen due to theft, gross negligence, fraud, fraudulent misrepresentation or wilful default.
- The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Customer.
- 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

- The terms of this clause 2 apply where Stone has agreed under a Contract to provide any Configuration Services.
- The Customer shall in a timely manner:
  - provide all the Customer Content, and
  - 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.

Stone shall carry out any such Configuration Services at the Location (or, at Stone' 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.

- The Customer shall be deemed to have accepted the Configuration if either: (i) the acceptance testing is certified by Stone to be successful; (ii) 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 (iii) the Customer commences operational use of the Configuration.

## 3. Installation Services

- The terms of this clause 3 apply where Stone has agreed under a Contract to install any items of hardware or software (the "**Installation Materials**"), as stated in the Order Form.
- The Customer shall in a timely manner:
  - provide all the Customer Content and Customer Materials, and
  - 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.

- Stone shall carry out any such installs at the Location (or, at Stone' 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.
- The Customer shall be deemed to have accepted the Installation Materials if either: (i) the acceptance testing is certified by Stone to be successful; (ii) 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 (iii) the Customer commences operational use of the Installation Materials.

## 4. Hardware Maintenance Services

- Stone shall provide the Hardware Maintenance Services for the Maintained Equipment at the Location to the Customer in accordance with:
  - the description and specification set out in the Order Form; and
  - the Conditions.
- The Customer shall be entitled to change the Location on no less than 20 Business Days' notice to Stone.
- 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 Working Hours (in the case of Preventative Maintenance and Included Corrective Maintenance), Stone shall either arrange for a further visit to the Location within Working Hours to complete the repair, or remove the Maintained Equipment or part of the Maintained Equipment for repair off-site.
- On the Customer informing Stone that the Maintained Equipment is malfunctioning or has failed or is otherwise not in Good Working Order, Stone shall:
  - attend at the Location during Working Hours; and
  - perform Included Corrective Maintenance of the Maintained Equipment.
- On the Customer informing Stone outside of Working Hours that the Maintained Equipment is malfunctioning, has failed or is not in Good Working Order, Stone shall:
  - attend at the Location; and

- perform Additional Corrective Maintenance of the Maintained Equipment.
  - With respect to Excluded Maintenance:
    - Stone is not obliged to perform any Excluded Maintenance unless the Customer has agreed to pay the applicable Charges in respect of it; and
    - 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.
  - 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
- 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 Standard Rates.
  - All spare parts and/or replacements provided by Stone to the Customer shall become part of the Maintained Equipment and the property of the Customer. Stone hereby assigns to the Customer (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. 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 clause 2.
6. Performing the Support and Maintenance Services
- 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.
  - The Services shall be performed in accordance with:
    - the description and specification set out in the Order Form;
    - the terms of this Schedule; and
    - the Conditions.
  - Stone shall use reasonable endeavours to comply with any response and resolution times included in the Order Form.
  - Stone shall provide the Services from the date stated in the Order Form. The Services supplied under this Agreement 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.
  - 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. Managed Services
- The terms of this clause 7 apply where the Customer orders a Managed Service from Stone.
  - In this clause, the following words and phrases shall have the following meanings:

**“Assumed Contract”**: a contract between the Customer and a third party under which the Customer has certain rights that are to be assigned (in whole or in part) to Stone so that Stone can perform its obligations in relation to Managed Services.

**“Customer Site”**: any premises occupied by the Customer at which it receives the Managed Services.

**“Customer-site Equipment”**: any equipment located or to be located on a Customer Site but controlled or to be controlled exclusively by Stone as part of the Managed Services.

**“Customer Software”**: any software used by Stone (or any of its sub-contractors) to provide the Managed Services to the Customer which is owned by the Customer.

**“Customer’s Operating Environment”**: the Customer’s computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Customer in connection with its use of the Services and which interfaces with Stone’s System in order for the Customer to receive the Services, but excluding the

Customer-site Equipment.

**“Managed Services Hardware”**: all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by Stone to deliver the Managed Services to the Customer.

**“Managed Services Software”**: any Third Party Software, Customer Software or Stone Software.

**“Set-up Services”**: the due diligence, configuration and related work relating to the set-up of the Managed Services to be performed by Stone, as set out in the Order Form.

**“Stone Software”**: any software used by Stone (or any of its sub-contractors) to provide the Managed Services to the Customer which is owned by Stone.

**“Stone System”**: the information and communications technology system to be used by Stone (or any of its sub-contractors) in performing the Managed Services, including the Hardware, the Software, the Customer-site Equipment and communications links between the Hardware and the Customer-site Equipment and the Customer's Operating Environment.

**“Third Party Software”**: any software used by Stone (or any of its sub-contractors) to provide the Managed Services to the Customer which is owned by a third party.

**“Transferring Contracts”**: the third-party contracts (including licences to Third Party Software) that Stone reasonably considers necessary to enable the transition of the Managed Services to the Customer or any replacement supplier on expiry or termination of all or any part of the Contract for any reason.

- Stone shall perform the Set-up Services set out in the Order Form. Save to the extent the Services Specification for the same expressly states that Stone shall undertake a due diligence exercise, Stone's performance of the Set-up Services shall be dependent on the information provided by the Customer.
- The Set-up Services will include the creation of a project plan, which shall identify the activities necessary to implement the Managed Services pursuant to the Contract (the **“Project Plan”**).
- With effect from the Effective Date, in consideration of the sum of £1 receipt of which is acknowledged:
  - Customer-site Equipment: If the Project Plan identifies any Customer-site Equipment then the Customer shall, as from the date of acceptance, transfer that Customer-site Equipment to the Supplier with full title guarantee.
  - Third Party Software: If the Project Plan identifies any Third Party Software then the Customer shall, in accordance with the Project Plan, either:
    - arrange for the novation of its licences to such Third Party Software from itself to the Supplier, such novations to be effective as of the Effective Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Third Party Software is required by Stone in order to provide the Set-up Services in accordance with the Contract); or
    - terminate its own licences to such Third Party Software and assist the Supplier in obtaining, as from the Effective Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Third Party Software is required by Stone in order to provide the Set-up Services in accordance with the Contract), licences directly from the licensor on similar terms.
  - Customer Software: If the Project Plan identifies any Customer Software then the Customer shall, as from the Effective Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Customer Software is required by Stone in order to provide the Set-up Services in accordance with the Contract), grant Stone a royalty-free, sub-licensable, non-exclusive, royalty free, worldwide licence to use such Customer Software for the purpose of providing the Managed Services for the remainder of the term of the Contract.
  - Intellectual Property Rights: If the Project Plan identifies any Intellectual Property Rights (aside from the Third Party Software and the Customer Software) that is needed by Stone to provide the Managed Services then the Customer shall, as from the Effective Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Intellectual Property Rights are required by Stone in order to provide the Set-up Services in accordance with the Contract), but in accordance with the Project Plan:
    - arrange for the novation of its licences to such Intellectual Property Rights from itself to Stone, such novations to be effective as of the Effective Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Intellectual Property Rights are required by Stone in order to provide the Set-up Services in accordance with the Contract);
    - terminate its own licences to such Intellectual Property Rights and assist Stone in obtaining, as from the Effective Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Intellectual Property Rights are required by Stone in order to provide the Set-up Services in accordance with the Contract), licences directly from the licensor on similar terms; or

- grant Stone a royalty-free, sub-licensable, non-exclusive, royalty free, worldwide licence to use such Intellectual Property Rights for the purpose of providing the Managed Services for the remainder of the term of the Contract; and
- subject to clause 7.6, transfer the benefit of the Assumed Contracts to Stone provided, in each such case, that Stone hereby accepts and undertakes the related burden.
- The Customer shall use reasonable endeavours to assign, novate or transfer each of the Assumed Contracts to Stone with effect from the Effective Date. If any consent of any third party is required for the assignment, novation or transfer of an Assumed Contract and has not been obtained at, or before, the Effective Date, the Customer and Stone shall each use all reasonable endeavours to obtain that consent as soon as possible after the Effective Date. Unless or until any Assumed Contract is assigned, novated or transferred, or any necessary consent is obtained, the parties shall work together, in good faith, to agree an alternative solution which may include Stone finding an alternative source of supply and/or the Customer holding the benefit of the relevant Assumed Contract as agent for Stone.
- The Customer shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).
- The Customer must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure as notified to the Customer by Stone in writing. This includes informing Stone promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, Stone shall work with the Customer to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including suspending the Managed Services).
- The Customer shall not provide the Managed Services directly or indirectly to third parties.
- Stone reserves the right to:
  - modify the Stone System, its network, system configurations or routing configuration; or
  - modify or replace any Managed Services Hardware or Managed Services Software in its network or in equipment used to deliver any Managed Service over its network,

provided that this has no material adverse effect on Stone's obligations under this agreement and its provision of the Managed Services or the Service Levels. If such changes will have a material adverse effect, Stone shall notify the Customer and the parties shall follow the Change Procedure.

- Notwithstanding the foregoing, Stone does not warrant that the Customer's use of the Managed Services shall be uninterrupted or error-free.
- If the Customer instructs Stone to obtain a domain name for the Customer, Stone shall act as an agent for the Customer in dealing with the relevant domain name registration authority. The contract for the domain name shall be between the Customer and the relevant domain name registration authority and the Customer agrees that it shall be solely responsible for renewals, and for legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority (and relevant costs and expenses thereof).
- Stone gives no warranty that the domain name requested shall not infringe the rights of any third party and all such enquiries shall be the responsibility of the Customer. The domain name shall form part of the Customer's Intellectual Property Rights for the purposes of this agreement.
- If Stone licenses to the Customer an IP address as part of the Managed Services, such IP address shall (to the extent permitted by law) revert to Stone after expiry or termination of this agreement for any reason, whereupon the Customer shall cease using the address. At any time after such expiry or termination, Stone may re-assign the address to another user.
- The Customer assumes sole responsibility for results obtained from the use of the Managed Services, and for conclusions drawn from such use.
- The Customer may, at any time before expiry or termination of all or any part of the Contract for any reason (other than a failure of the Customer to pay any sum due to Stone from time to time) request Stone to provide reasonable assistance in transitioning the Managed Services to the Customer or a replacement supplier ("**Transition Assistance**"). Subject to the Customer's payment of Stone's applicable charges, Stone shall provide such Transition Assistance until the expiry or termination of all or any part of the Contract for any reason. Additionally, on payment of applicable charges to be notified by Stone, the Transition Assistance may be provided for a period of up to 3 months following termination or expiry.
- On expiry or termination of all or any part of the Contract for any reason, Stone shall sell, and the Customer shall buy, the Customer-site Equipment for net book value, calculated in accordance with Stone's reasonable then-current depreciation policy. Title to such Customer-site Equipment shall pass to the Customer on payment for the same.
- Stone and Customer shall co-operate to procure the novation or assignment to the Customer and/or any replacement supplier of the Transferring Contracts.

- The Customer shall:
  - accept assignments from Stone or join with Stone in procuring a novation of each Transferring Contract; and
  - once a Transferring Contract is novated or assigned to the Customer or a replacement supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract or, as applicable, procure that any replacement supplier does the same.

#### 8. Reseller Services

- The terms of this clause 8 apply where the Customer orders a Reseller Service from Stone.
- The Customer acknowledges and agrees that:
  - Stone is an agent of the Provider of the Reseller Service;
  - Stone is not providing the Reseller Service to the Customer; and
  - the Provider is supplying the Reseller Service directly to the Customer subject to the terms of the End User Agreement.
- 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 cost and expense) assist the Customer to enforce the terms of the End User Agreement.

#### 9. Training Services

- The terms of this clause 9 apply where the Customer orders Training Services from Stone.
- The Customer acknowledges and agrees that:
  - any individual identified in the Order Form or otherwise may be replaced at any time with another qualified individual at Stone's option; and
  - 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.

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