

AGREEMENT AND ORDERS

- 1.1 These General Terms and Conditions (including all schedules and appendices referred to herein) shall govern the supply of any Equipment and/or Services by Ideal Networks to the Customer and the overall relationship between the parties (the **Agreement**).
- 1.2 From time to time the parties may agree Orders for the provision of Equipment and/or Services. Orders shall incorporate the terms of, and become part of, the Agreement.
- 1.3 The express terms agreed between the parties in an Order shall apply to that Order only and shall not affect the terms of any other Order or the overall Agreement.
- 1.4 In these General Terms and Conditions, references to the Agreement shall be to the overarching relationship between the parties or the applicable Order giving rise to the Equipment or Services in question, as the case may be.

Process for agreeing an Order

- 1.5 From time to time the Customer may submit one or more Order Request(s) referencing a valid Quote from Ideal Networks. Each Order Request shall constitute an offer by the Customer to purchase the Equipment and/or Services specified in the applicable Quote. An Order Request shall only be accepted when Ideal Networks issues a written notification of acceptance to the Customer, at which point it shall become a binding Order.
- 1.6 Where applicable to the ordered Services, Ideal Networks shall create a Scope of Works and/or Service Descriptions to provide further detail on the scope, commercial and operational arrangements. The Scope of Works and/or Service Descriptions shall become binding on the parties in respect of the applicable Order (and become part of the Agreement) on the earlier of: (i) acceptance by both parties in writing; and (ii) the commencement of performance of the Services referred to in the Scope of Works and/or Service Descriptions by both parties.
- 1.7 In the event of any conflict between the constituent parts of any Order, the following order of precedence shall apply:
 - (a) the Scope of Works and/or the Service Descriptions (including any schedules or appendices);
 - (b) the Quote or Order form (including any schedules or appendices);
 - (c) these General Terms and Conditions;
 - (d) any schedules or appendices to these General Terms and Conditions;
 - (e) any Subcontractor Terms or Third Party Supplier Terms as applicable; and
 - (f) the Order Request.
- 1.8 The above terms apply to the exclusion of any other terms and conditions. Without limitation, any Customer terms and conditions of purchase (including purchase order terms) are hereby expressly excluded and shall have no bearing at all on the Agreement or any Orders.

EQUIPMENT DELIVERY, TITLE AND RISK

- 2.1 Any delivery dates stated in an Order are estimates which are subject to change. Ideal Networks shall not be liable for any reasonable delay in delivery of Equipment or for any delays which are outside of its control.
- 2.2 Ideal Networks shall deliver Equipment to the Delivery Location within a reasonable period of time after the Equipment becomes ready for delivery. Delivery of the Equipment shall occur on arrival at the Delivery Location.
- 2.3 If the Customer fails to make reasonable arrangements to accept delivery of the Equipment within five Business Days of Ideal Networks notifying the Customer that the Equipment is ready for delivery, then:
 - (a) delivery of the Equipment shall be deemed to occur at 9.00am on the sixth Business Day after the day on which Ideal Networks notified the Customer that the Equipment was ready; and
 - (b) Ideal Networks shall store the Equipment until delivery takes place, and may charge the Customer for all related costs and expenses, including but not limited to the cost of insurance.
- 2.4 Risk in the Equipment shall pass to the Customer on the earlier of actual delivery pursuant to clause 2.2 or deemed delivery in accordance with clause 2.3.
- 2.5 If the Customer fails to make reasonable arrangements to accept delivery of the Equipment within 10 Business Days of Ideal Networks notifying the Customer that the Equipment is ready for delivery, Ideal Networks may resell or otherwise dispose of part or all of the Equipment and the Customer shall be liable to pay any shortfall between the resale price less any costs of storage and sale and the Charges in respect of the Equipment.
- 2.6 Ideal Networks may deliver the Equipment by instalments, which shall be invoiced and paid for separately.
- 2.7 Title to the Equipment shall not pass to the Customer until Ideal Networks has received payment in full in cleared funds in respect of the Charges and any other amounts owed by the Customer to Ideal Networks in respect of which payment has become due.
- 2.8 Until title to the Equipment has passed to the Customer, the Customer shall:
 - (a) hold the Equipment on a fiduciary basis as Ideal Networks' bailee;
 - (b) store and label the Equipment separately from all other equipment held by the Customer so that it remains readily identifiable as Ideal Networks' property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
 - (d) maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of

delivery;

(e) notify Ideal Networks immediately if it becomes subject to any of the events listed in clause 20.1; and

(f) give Ideal Networks such information relating to the Equipment as Ideal Networks may require from time to time,

but the Customer may use the Equipment in the ordinary course of its business.

- 2.9 If, before title to the Equipment passes to the Customer, the Customer becomes subject to any of the events listed in clause 20.1 or Ideal Networks reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Equipment has not been irrevocably incorporated into another product, and without limiting any other right or remedy Ideal Networks may have, Ideal Networks may at any time require the Customer to deliver up the Equipment. The Customer hereby licences Ideal Networks to enter any premises where the Equipment is located (including that of the Customer's affiliates and any third parties) to repossess the Equipment if the Customer fails to deliver Equipment in accordance with this clause 2.9.

QUALITY OF EQUIPMENT

- 3.1 Ideal Networks does not manufacture the Equipment; it acquires and resells Equipment as necessary to fulfil its commitments under Agreements. Accordingly, Ideal Networks does not sell the Equipment subject to any express or implied condition or warranty save for those which are implied and cannot be excluded under applicable law.
- 3.2 Without prejudice to the generality of clause 3.1, Ideal Networks excludes: (i) any condition of fitness of the Equipment for any particular purpose; (ii) any condition that the Equipment will correspond with any description provided at or prior to the sale; and (iii) any condition of satisfactory quality in respect of the Equipment.
- 3.3 Ideal Networks agrees upon the Customer's written request and at the Customer's cost and expense to assign to or confer upon the Customer (so far as Ideal Networks is able to) the benefit jointly with Ideal Networks of all conditions, warranties or other terms relating to the Equipment given to Ideal Networks by the applicable distributor and/or manufacturer.
- 3.4 Notwithstanding the previous provisions of this clause 0, if:
- (a) the Customer gives notice in writing to Ideal Networks during any applicable manufacturer's warranty period that the Equipment does not comply with the manufacturer's warranty as a result of a defect inherent in the Equipment at the time of sale;
 - (b) Ideal Networks is given a reasonable opportunity of examining the Equipment and accepts the Customer's notice as correct; and
 - (c) the Customer (if asked to do so by Ideal Networks) removes all removable storage media, non-standard parts, alterations and attachments from the Equipment and returns it to Ideal Networks' place of business at the Customer's cost,

then Ideal Networks shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full.

SERVICES

- 4.1 Ideal Networks shall perform all Services with reasonable skill and care and in material accordance with the terms of the Agreement.
- 4.2 Save as expressly set out in the Agreement all other warranties and representations as to the Services, whether statutory or implied, are hereby expressly excluded to the fullest extent permitted by law. This does not exclude any liability for fraudulent misrepresentation.
- 4.3 If the Services do not conform to any warranty in this Agreement, Ideal Networks will, at its expense, use its reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the warranty.
- 4.4 Subject to clause 16.5, Ideal Networks reserves the right to modify or replace any or all of the Ideal Networks Systems or change any Subcontractor(s) used to deliver any Services provided that this has no adverse effect on Ideal Networks' ability to satisfy its obligations under this Agreement (including any Service Level Agreement). If such changes are necessary and may or will have an adverse effect, Ideal Networks shall notify the Customer and the parties shall follow the Change Control Procedure.

PROFESSIONAL SERVICES

- 5.1 Ideal Networks shall use its reasonable endeavours to meet any Milestones specified in respect of the Professional Services, but any such dates shall be estimates only and time shall not be of the essence of the performance of Professional Services. If no Milestones are specified, Ideal Networks shall perform the Professional Services within a reasonable period of time.
- 5.2 The Customer acknowledges and agrees that where Professional Services are provided to effect a transition to the provision of Operational Services, there may be a reasonable level of disruption to the Customer's business.

SERVICE ACCEPTANCE

- 6.1 Each party shall cooperate with the other and use its reasonable endeavours in the performance of its respective obligations in respect of any Acceptance Tests specified in the Agreement.
- 6.2 Ideal Networks shall notify the Customer upon successful completion of the Services (including any applicable systems acceptance tests). The Customer shall have a five Business Day period from such notification (the **Review Period**) in which to carry out its Acceptance Tests.
- 6.3 If any of the Acceptance Tests result in a test failure, the Customer shall provide Ideal Networks with a detailed written notification within the Review Period. If Ideal Networks accepts that the cause of one or more test failures is a failure of the

Services to perform in accordance with the Agreement attributable to Ideal Networks, it shall re-perform the applicable Services and resubmit the Services for Acceptance Tests in accordance with 6.2 above and the Review Period shall be reset accordingly.

- 6.4 If a test failure is attributable to the Customer or any of its third party suppliers, or arises out of a discrepancy or omission in any information or representations provided to Ideal Networks by or on behalf of the Customer, Ideal Networks shall be entitled to charge its reasonable costs incurred in any consequent amendment of the Services and re-performance of any Acceptance Tests.
- 6.5 The Acceptance Test will be considered satisfied on the earliest of the following events (which shall be the **Acceptance Date**):
- (a) the Customer provides written confirmation of successful completion of the Acceptance Test as described in 6.2;
 - (b) the Review Period ends without the Customer notifying any test failures; or
 - (c) the Customer commences use of the Services in a production environment,
- and the Acceptance Date shall become the Services Commencement Date for the applicable Operational Services, unless agreed otherwise by the parties in writing.
- 6.6 If the Customer commences use of the Services in a production environment prior to completion of the Services and/or satisfaction of the Acceptance Tests, then Ideal Networks shall not be liable for any adverse consequences, including but not limited to: (i) adverse impact on Ideal Networks' ability to complete the Services; and (ii) loss or damage caused to the Customer due to a Default which ought reasonably to have been detected during Acceptance Tests. Ideal Networks may charge additional fees and associated costs if extra work is required as a result of such adverse impact.
- 6.7 The Customer shall bear its own costs incurred in the performance of the Acceptance Tests.

OPERATIONAL SERVICES

- 7.1 Ideal Networks shall use its reasonable endeavours to supply to the Customer the Operational Services, specified in the Order, from the Services Commencement Date.
- 7.2 Operational Services shall be performed for the duration of the Initial Term specified in the Order (and in the absence of such provision, the Initial Term shall be 12 months from the Services Commencement Date unless the context clearly requires otherwise) and thereafter for successive extensions of 12 months (each an **Extension Term**) unless terminated earlier:
- (a) for convenience on not less than three months' written notice to Ideal Networks, provided that such notice must not expire prior to the end of the Initial Term or Extension Term as the case may be; or
 - (b) in accordance with clause 0 (Termination).
- 7.3 Operational Services shall only be provided in respect of the Supported Equipment.
- 7.4 Ideal Networks may (at its own discretion) perform a technical audit upon the Customer's Operating Environment prior to the Services Commencement Date. In the event that remedial action is required, clause 11.2 shall apply.
- 7.5 Ideal Networks does not warrant or represent that the Operational Services will be free from errors and interruptions.
- 7.6 Ideal Networks will not be liable under this Agreement or be required to remedy any problem arising from or caused by Customer's use of the Operational Services in a manner other than as directed by Ideal Networks.
- 7.7 Provision of Operational Services is dependent upon the proper use of all Supported Equipment and does not cover Supported Equipment which has been modified without the approval of Ideal Networks or which has been subject to unusual physical or electrical stress.
- 7.8 The Customer shall:
- (a) remain responsible for the use of Operational Services under its control, including any use by third parties (whether fraudulent or invited by the Customer); and
 - (b) not provide the Operational Services to third parties.
- 7.9 The Operational Services do not include:
- (a) operating supplies, cathode ray tubes, lamps, bulbs, accessories or consumables;
 - (b) machines that the Software is loaded and/or operating on, unless those machines are specifically identified as Supported Equipment which are subject to the Operational Services;
 - (c) electrical work external to the Supported Equipment or maintenance of accessories;
 - (d) alterations, attachments or other devices not supplied by Ideal Networks unless specifically noted in the Agreement; and
 - (e) overhauls, re-builds or refits.
- 7.10 Before raising an Incident, the Customer will ensure:
- (a) any applicable normal operator tasks and procedures on Incident determination analysis and recovery have been followed;
 - (b) any related operational or environmental issues have been corrected; and
 - (c) appropriate safeguards for all programs, software, data or configuration information contained in the Supported Equipment have been implemented.
- 7.11 Ideal Networks shall be under no obligation to furnish the Operational Services and shall be entitled to relief in accordance with clause 0 if:
- (a) the Customer obligations and requirements set out in this Agreement (including for the avoidance of doubt, in any Order) are not complied with or are incorrect (as the case may be);

- (b) adjustment, repair or parts replacement is required because of accident, neglect other than that of Ideal Networks, misuse, failure of electrical power, transportation or causes other than ordinary use;
 - (c) the Supported Equipment is maintained or repaired, or if attempts to repair or service the Supported Equipment are made by parties other than Ideal Networks' personnel, without prior written approval of Ideal Networks; or
 - (d) any maintenance upgrades provided by Ideal Networks in respect of any Supported Equipment or Software have not been applied or installed by the Customer within a reasonable time period of receipt.
- 7.12 If, in the reasonable opinion of Ideal Networks, it incurs effort in dealing with an Incident which has been caused by a failure of the Customer to perform its obligations under the Agreement or the incident in the event that no repair or maintenance to Supported Equipment proves necessary, the Customer may be liable to pay additional Charges at Ideal Networks' then current daily fee rates and reimburse any directly related expenses, in accordance with the relief provisions in clause 01.
- 7.13 In the event of material and/or persistent breaches of this Agreement by the Customer or if the Customer's use of the Operational Services breaches reasonable standards of acceptable use, including any acceptable use policy operated by a Subcontractor, Ideal Networks shall be entitled to suspend part or all of the Operational Services until such time as the breaches have been rectified or the misuse has ceased. Notwithstanding any such suspension of the Operational Services, the Customer shall remain responsible for and liable to pay any Charges falling due during the period of suspension or which would have fallen due but for the suspension.
- 7.14 The provision of Operational Services for Supported Equipment may be subject to the availability to Ideal Networks of the necessary parts and services of third party manufacturers or vendors. Where such service becomes unavailable to Ideal Networks, Ideal Networks will use reasonable and commercially prudent endeavours to obtain an alternative sources of parts to fulfil the Operational Services.
- 7.15 Where Operational Services are to be provided in respect of equipment that is owned by and/or leased from a third party, the Customer:
- (a) warrants that it is authorised by such third party to allow Ideal Networks to perform the Operational Services in respect of such equipment; and
 - (b) shall indemnify and hold Ideal Networks harmless against any claim by any third party in relation to the equipment.
- 7.16 If the Customer wishes to change the location of any Supported Equipment, the Customer shall advise Ideal Networks and the parties shall follow the Change Control Procedure.

SOFTWARE

- 8.1 If any of the Software is licensed on a user or consumption basis, and that usage is exceeded, the Customer shall be liable to pay for the increased usage from the date when such usage is exceeded and for the actual consumption used.

Third Party Software

- 8.2 Ideal Networks may specify that the Software shall be provided subject to the applicable Third Party Supplier Terms (including any limitations or end-user obligations and service levels set out therein). In such event the Third Party Supplier Terms shall be deemed to be incorporated into and form part of the Agreement. In the event of any conflict between the Third Party Supplier Terms and the terms of this Agreement (including for the avoidance of doubt, the terms of any Order), the latter shall prevail.
- 8.3 Where the Third Party Supplier is Microsoft, the license terms can be found at <https://www.microsoft.com/en-us/Licensing/product-licensing/products> or at such other webpages as notified to the Customer from time to time.
- 8.4 If and to the extent that Ideal Networks sub-licenses any Third Party Software to the Customer, the Customer hereby agrees to comply with any usage restrictions or other limitations (in addition to those set out in this Agreement) imposed by the Third Party Supplier and will remain liable for any usage after notification of termination of such sub-licence.
- 8.5 Any self-service Software that is acquired by the Customer from a Third Party Supplier shall be managed and invoiced by Ideal Networks, but no warranties or Service Levels shall be available from Ideal Networks, they will be provided by the Third Party Supplier directly.

Consumption Services Software

- 8.6 Ideal Networks will invoice the Customer in respect of the actual consumption of Consumption Services Software by Customer and/or Ideal Networks in delivering the Services.
- 8.7 The Charges for Consumption Services Software may be more than the cost estimated by Ideal Networks as a result of fluctuations in the rate of currency exchange. If so, Ideal Networks will charge the Customer at the rate of currency exchange it is charged for the relevant Consumption Services Software.
- 8.8 Operational Services, including account administration and billing are only provided for Consumption Services Software free of charge, where consumption is more than £1,000 per month. If consumption of Consumption Services Software is below £1,000 per month, Ideal Networks reserve the right to levy a reasonable administration Charge to Customer for any months where consumption is below this level.
- 8.9 Where Customer is in material breach of Third Party Supplier terms for Consumption Services Software, including non-payment of Charges, Third Party Supplier may suspend use of Consumption Services Software on notice before suspending the service when reasonable.

SUBCONTRACTORS

- 9.1 Subject to clause 16.5, the Customer acknowledges and accepts that Ideal Networks may use Subcontractors in the provision of the Services, including to rent or lease Designated Space(s) in Data Centres from third party Data Centre Providers.

- 9.2 Subject to clause 16.5, Ideal Networks may specify that the Services shall be provided subject to the applicable Subcontractor Terms (including any limitations or end-user obligations set out therein). In such event the Subcontractor Terms shall be deemed to be incorporated into and form part of the Agreement. In the event of any conflict between the Subcontractor Terms and the terms of this Agreement (including for the avoidance of doubt, the terms of any Order), the latter shall prevail.
- 9.3 To the extent that any Ideal Networks' Default in respect of the Services relates to breach or negligence of a Subcontractor, Ideal Networks' obligation to use reasonable commercial endeavours to correct non-conformance of Services pursuant to clause 4.3 above shall be satisfied by Ideal Networks using reasonable endeavours to enforce its rights against the Subcontractor under the Subcontractor Terms.

CUSTOMER'S OBLIGATIONS

- 10.1 The Customer shall provide all necessary co-operation in relation to this Agreement and in a timely manner such access to premises, data, information and individuals and provide such office accommodation and other facilities, as set out in the Agreement or as Ideal Networks may reasonably request from time to time in order to perform the Services.
- 10.2 All information provided by the Customer will be accurate and complete in all material respects and the provision of such information will not infringe any copyright or other third-party rights. Ideal Networks will rely upon such information and unless expressly agreed otherwise, Ideal Networks will have no responsibility to evaluate or verify it.
- 10.3 Where applicable to the Services and reasonably requested by Ideal Networks (in an Order or subsequently) the Customer shall:
- (a) provide Ideal Networks with access to the Customer's Operating Environment;
 - (b) provide Ideal Networks with access to incident/call data to assess the likely operational service demand;
 - (c) ensure timely completion of dependent third party actions and/or responsibilities;
 - (d) ensure that any proposed Supported Equipment and Customer's Operating Environment meet the Supportable Condition Standard at least 30 days prior to the Services Commencement Date. If the Customer engages Ideal Networks to perform any required remedial action in this regard it shall be subject to additional Charges, to be agreed between the parties; and
 - (e) carry out all Pre-Requisite Tasks by the dates specified.
- 10.4 It shall be the Customer's responsibility to insure all Supported Equipment stored at a Data Centre in respect of loss or damage of such equipment or for any loss or damage caused by such equipment to the Data Centre Provider or other affected third parties. The Customer shall produce reasonable evidence of such insurance upon request by Ideal Networks.

RELIEF

- 11.1 Ideal Networks shall not be liable for any default or delay in the delivery of Equipment or the performance of Services or any other of its obligations under the Agreement, where such default or delay is caused by an act or omission of the Customer or its directors, employees, contractors, subcontractors, third party suppliers or affiliates (a **Customer Default**).
- 11.2 In the event of a Customer Default, Ideal Networks shall:
- (a) be relieved from performance of any of its obligations to the extent prevented or restricted by the Customer Default;
 - (b) not be in breach of any Service Levels caused by a Customer Default;
 - (c) without limiting its other rights and remedies, have the right to suspend performance of the Services and, if applicable, the operation of the Service Level regime until the Customer Default is remedied;
 - (d) be entitled to an automatic like-for-like extension of time to deliver or perform any Equipment or Services or meet any Milestone directly or indirectly affected as a result of a Customer Default, and subsequent dates in any plan or schedule shall all be amended accordingly;
 - (e) not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly out of Ideal Networks' failure or delay to perform any of its obligations;
 - (f) be entitled to receive any and all Charges that would otherwise be payable but for the Customer Default; and
 - (g) be entitled to reimbursement of any Charges, costs or expenses sustained or incurred arising directly or indirectly from the Customer Default, including those incurred in taking reasonable steps to work around the Customer Default.

PRICE AND PAYMENT

- 12.1 Ideal Networks' Charges shall be set out in the applicable Quote or, in the absence of such provisions, will be calculated in accordance with the most applicable and recent rates or charges previously agreed between the parties prior to the Order.
- 12.2 The Charges in the case of Equipment do not include packaging, delivery etc. which may be charged in addition.
- 12.3 Services which are charged on a time and materials basis shall be calculated on the basis of Normal Working Hours on Business Days. For Services provided outside those times, including travel to and from the Customer's premises, Ideal Networks' then current overtime rates will apply.
- 12.4 As from the Services Commencement Date, the Charges shall, subject to Clause 12.4.a below, be firm and fixed for the duration of the Initial Term.
- (a) Ideal shall be entitled to increase the Charges:
 - (1) in line with any increases in costs as a result of legal and/or regulatory change(s); and/or
 - (2) in line with inflation (where any such increase shall be limited to the change in the UK Retail Price Index (or any materially equivalent replacement index) since signature of the Contract (in the case of the first such inflationary

- increase) or since any previous inflationary increase (in the case of any subsequent inflationary increases) on thirty (30) days' notice; and/or
- (3) 12.4.1.3 in line with any increases in costs imposed on Ideal by its suppliers. Ideal will provide reasonable documentary evidence to support such price increase to the Partner, upon request.
- 12.5 All Charges and expenses are exclusive of VAT, sales or other tax applicable which shall be paid in addition by the Customer at the rate and in the manner for the time being prescribed by law.
- 12.6 Ideal Networks will invoice the Customer at such times and intervals as may be specified in the Agreement or, in the absence of such provisions on execution of the Agreement, regardless of whether or not a purchase order has been issued by the Customer for the Equipment or Services, including Consumption Services Software.
- 12.7 The Customer shall pay all invoices in full and cleared funds by 30 days of the invoice date. In relation to Professional Services, the Parties may agree that payment of invoices be deferred until completion of the services covered by the invoice. Payment shall be made to the bank account nominated in writing by Ideal Networks.
- 12.8 If a party fails to make any payment due to the other under the Agreement by the due date for payment (save in respect of any amount which is disputed in good faith), then the defaulting party shall pay interest on the overdue amount at the rate of 4% above the Barclays Bank plc base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 12.9 All amounts due under this Agreement shall be paid by the Customer to Ideal Networks in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 12.10 Unless otherwise stated in the Order, all Charges and other costs stated are in pounds sterling (GBP£).

CHANGE CONTROL

- 13.1 If either party requests a change to the scope or execution of the Services, Ideal Networks shall, within a reasonable time, provide a written estimate to the Customer setting out:
- (a) the likely time required to implement the change;
 - (b) any variations to the Charges that would arise from the change;
 - (c) the likely effect of the change on other aspects of the Agreement (if any); and
 - (d) any other impact of the change on the terms of the Agreement.
- 13.2 A change shall not take effect or be binding upon the parties until it and its impacts on the Agreement have been agreed in writing.
- 13.3 Notwithstanding clauses 13.1 and 13.2, Ideal Networks shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services. If such required changes would materially affect the Services, Ideal Networks shall notify the Customer and the parties shall follow the change control procedure in this clause 0. Any failure to reach agreement on the impact of any required changes shall be referred to the dispute resolution procedure in clause 34.

CONFIDENTIALITY

- 14.1 Each party (the receiving party) undertakes to keep and maintain all non-public information imparted in confidence, or information disclosed that ought reasonably to be treated as confidential or proprietary, by the other party (the disclosing party) in the strictest confidence and not to disclose such information to any third party without the prior written consent of the disclosing party, save that Ideal Networks may share such information with its Subcontractors and Third Party Suppliers as necessary in connection with the provision of the Equipment or Services to the Customer. The provisions of this clause 14 shall apply for the term of this Agreement and for two (2) years thereafter.
- 14.2 The duty of confidentiality in clause 14.1 above shall not apply to information that:
- (a) is or becomes public other than through a breach of this Agreement;
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently;
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
- 14.3 Notwithstanding the foregoing, either party may refer to the other party by name as its supplier or customer (as the case may be) in promotional and marketing activities.
- 14.4 The Customer hereby acknowledges and consents to Ideal Networks' right to record telephone conversations made by/to Ideal Networks for its internal purposes including but not limited to quality control, training and record keeping.

CUSTOMER DATA

- 15.1 The parties shall co-operate with each other in connection with the transition and migration of any Customer Data.
- 15.2 Ideal Networks shall use reasonable efforts to ensure the accurate migration of any Customer Data, but gives no warranties as to the completeness or accuracy of such migration unless expressly set out otherwise in the Agreement.
- 15.3 The Customer shall be responsible for checking the accuracy and completeness of any migrated Customer Data and shall promptly give sufficient details to Ideal Networks of any inaccuracies or omissions in order to permit Ideal Networks to correct them. The Customer shall also ensure that they take adequate back up of such Customer Data prior to such transition.

- 15.4 If data back-up and restoration services are included within the Operational Services, Ideal Networks shall:
- (a) make a data back-up of the Customer Data on such regular basis as agreed and verify that such back-ups have taken place;
 - (b) employ appropriate technical and organisational measures against unauthorised or unlawful processing and accidental loss, damage or destruction;
 - (c) preserve, so far as reasonably possible the Customer Data and prevent the corruption or loss of Customer Data; and
 - (d) if the Customer Data is corrupted, lost or is deleted accidentally, notify the Customer immediately on detection, and where possible shall co-operate with the Customer to take reasonable steps to renew or restore such Customer Data (at the Customer's cost if the corruption, loss or deletion is due to the act or omission of the Customer or its third party suppliers), and if the corruption, loss or deletion is due to Ideal Networks' Default, to take such reasonable steps to prevent such error re-occurring.
- 15.5 The Customer acknowledges that any data backup is not 100% reliable and Ideal Networks makes no representations or warranties in relation to any Data Back-up.
- 15.6 For the avoidance of doubt, Ideal Networks shall not acquire any right in, or title to, any part of the Customer Data, whether existing prior to the Effective Date or created after such date.
- 15.7 Ideal Networks shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by Ideal Networks of the Services or as otherwise expressly authorised in writing by the Customer.
- 15.8 To the extent that Customer Data is held and/or processed by Ideal Networks, Ideal Networks shall supply that Customer Data (at the Customer's cost) to the Customer as requested by the Customer from time to time.
- 15.9 Unless specifically purchased as part of the Services, it shall be the Customer's responsibility to ensure that back-up copies of the Customer Data are made.
- 15.10 Notwithstanding any data back-up and restoration services provided by Ideal Networks, the underlying integrity of the Customer Data shall at all times remain wholly a responsibility of the Customer.
- 15.11 The Customer warrants that it has been, at all times prior to and during the Term, compliant with all applicable legislation, rules and requirements in regard to the collection, storing, processing or use of the Customer Data.

DATA PROTECTION

- 16.1 The parties agree that in relation to any Protected Data the Customer is the Data Controller and that Ideal Networks is the Data Processor.
- 16.2 The parties shall each comply with Data Protection Legislation in connection with the Processing of the Protected Data.
- 16.3 The Customer warrants that all instructions given by it to Ideal Networks in respect of Protected Data shall be in compliance with Data Protection Legislation and that it shall maintain all relevant registrations and notifications required under Data Protection Legislation.
- 16.4 Ideal Networks shall:
- (a) Process the Protected Data only to the extent, and in such manner, as is necessary for the provision of the Services and in compliance with the documented processing instructions given by the Customer or as is required by Data Protection Legislation or a competent regulatory authority;
 - (b) at the expense of the Customer, assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Protected Data;
 - (c) provide such reasonable assistance as the Customer reasonably requires under Data Protection Legislation with respect to: (i) security of processing; (ii) data protection impact assessments (as such term is defined in the GDPR); (iii) prior consultation with a Supervisory Authority regarding high risk processing; and (iv) notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach, provided the Customer shall pay the Ideal Network's reasonable charges for providing the assistance in this clause 16.4(c);
 - (d) maintain appropriate technical and organisational measures to protect the Protected Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure;
 - (e) provide the Customer (subject to reasonable and appropriate confidentiality undertakings), with reasonable information to audit Ideal Networks' data Processing activities and comply with reasonable requests or directions by the Customer to enable the Customer to verify that Ideal Networks is in compliance with the data protection provisions of this clause 16;
 - (f) provide a written description of the technical and organisational methods employed by it for Processing Protected Data;
 - (g) be entitled to Process or otherwise transfer Protected Data outside the European Economic Area upon notification to the Customer. Such transfers shall comply with the Data Protection Legislation; and
 - (h) delete or return Protected Data to the Customer upon termination of this Agreement, unless required by Data Protection Legislation or other applicable laws to retain such Protected Data.
- 16.5 Ideal Networks shall not engage any Sub-Processor for carrying out any processing activities in respect of the Protected Data without the Customer's authorisation (such authorisation not to be unreasonably withheld, conditioned or delayed).
- 16.6 The Customer acknowledges that Ideal Networks is reliant on the Customer alone for direction as to the extent Ideal Networks is entitled to use and Process the Personal Data. Consequently, the Customer shall indemnify Ideal Networks against all losses, costs and expenses including the legal costs associated with defending or bringing civil or criminal legal action, where a Data Subject or competent authority makes a claim or complaint or brings an enforcement action with

regard to Ideal Networks' actions to the extent that such actions directly result from instructions received from or on behalf of the Customer.

LIMITATION OF LIABILITY

17.1 Nothing in this Agreement shall exclude or limit a party's liability for:

- (a) death or personal injury arising from its negligence to the other party;
- (b) fraud; or
- (c) fraudulent misrepresentation.

17.2 Subject to clauses 17.1 and 17.3 the aggregate financial liability of each party (including without limitation any liability for the acts or omissions of their employees, agents, affiliates and sub-contractors) to the other party under each Order in respect of:

- (a) any breach of the Agreement howsoever arising;
- (b) any use made by the Customer of the Services, or the Deliverables or any Equipment, Supported Equipment or any other equipment or any part of them; and
- (c) any negligence, representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission arising under or in connection with the Agreement,

shall be limited to the Charges for the applicable Order paid or payable by the Customer during the 12 months preceding the date on which the claim arose or, in the case of a claim arising within 12 months of the Effective Date for the Order in question, the Charges for the applicable Order payable within the first 12 months of the Effective Date.

17.3 Subject to clause 17.1, neither party shall be liable for any indirect, consequential or special loss, including but not limited to, loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information.

17.4 In the event of a breach of any Service Level where an agreed remedy is prescribed, such remedy shall constitute Ideal Networks' sole and exclusive liability to the Customer in respect of such breach.

INTELLECTUAL PROPERTY RIGHTS

18.1 Unless otherwise expressly agreed in the Agreement or as set out below, no Intellectual Property Rights of either party, whether created or developed before, during or after the Term, are transferred or licensed as a result of this Agreement. Subject to any other terms expressly agreed by the parties, each party grants the other a non-exclusive, revocable licence during the Term of such of its Intellectual Property Rights as are necessary to enable the other party to fulfil its obligations and provide or make use of the Services supplied under this Agreement (as the case may be) but not otherwise.

18.2 Each party shall be entitled to use in any way it deems fit any skills, techniques or know how acquired on developed or used in performance of this Agreement provided always that such skills, techniques or know how do not:

- (a) infringe the other party's Intellectual Property Rights; or
- (b) disclose or breach the confidentiality of the other party's Confidential Information.

18.3 Each party warrants to the other that it owns (or is authorised to licence) all Intellectual Property Rights in relation to which it licences to the other party in this clause 18.

18.4 The licences granted in clause 18.1 include the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with Ideal Networks on materially the same terms as set out in clause 18.1 and is granted solely to the extent necessary for providing or receiving the Deliverables and Services in accordance with this Agreement.

18.5 In the event of the termination or expiry of the Agreement, the licences referred to and granted in accordance with this clause 18 shall terminate automatically.

INTELLECTUAL PROPERTY RIGHT INDEMNITY

19.1 Subject to clause 19.2, each party (the Indemnifying Party) shall indemnify the other party (the Indemnified Party) against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by the indemnified party in connection with or paid or agreed to be paid by the indemnified party in settlement of any alleged infringement of any third party's Intellectual Property Rights or other rights arising out of the use in accordance with the terms of this Agreement of any Intellectual Property Rights supplied by the Indemnifying party.

19.2 The indemnifying party in each case shall have no such liability if the indemnified party:

- (a) does not notify the indemnifying party in writing setting out full details of the relevant action, demand or claim (**IPR Claim**) of which it has notice as soon as is reasonably possible;
- (b) makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the indemnifying party (which shall not be unreasonably withheld or delayed);
- (c) does not let the indemnifying party at its request and own expense have the conduct of or settle all negotiations and litigation arising from IPR Claim; or
- (d) does not, at the indemnifying party's request, give the indemnifying party all reasonable assistance in the circumstances described above.

TERMINATION

20.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party 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 within the meaning of section 123 of the Insolvency Act 1986;
 - (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (d) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
 - (e) a charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - (f) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 20.1(d) to clause 20.1(j) (inclusive); or
 - (i) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 20.2 Either party may terminate an Order with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due on an Order on or by the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any term of an Order (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
 - (c) the other party repeatedly breaches any of the terms of an Order in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Order;
- 20.3 Either party may terminate an Order in accordance with clause 32 (Force Majeure) or if, in the reasonable opinion of the terminating party, the other party undergoes a material adverse change in relation to the other party's business or financial position.
- 20.4 Termination of an Order shall not result in the automatic termination of this Agreement or the other Orders which shall continue according to their terms.

EFFECT OF TERMINATION

- 21.1 Termination of this Agreement or any Orders, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 21.2 Subject to clause 21.3 and other than as set out in this Agreement or any Orders, neither party shall have any further obligation to the other under this Agreement or any Orders after its termination other than that the Customer shall pay Ideal Networks for all work-in-progress and Services already performed, and expenses incurred by it up to and including the effective date of the termination.
- 21.3 All amounts payable to Ideal Networks under the Agreement and any Orders shall become due immediately on termination of the Agreement for any reason.
- 21.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

EXIT PLAN AND EXIT SERVICES

- 22.1 On termination of this Agreement or any Orders, for any reason and in addition to the termination provisions elsewhere in this Agreement:
- (a) Ideal Networks shall, save in respect of termination due to non-payment of Charges by the Customer, provide Exit Services subject to this clause 22; and
 - (b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party.
- 22.2 Ideal Networks shall, on request from the Customer and in consideration of Charges (to be agreed in advance) payable by the Customer, prepare or update a detailed plan for the orderly transition of the Services from Ideal Networks to the Customer or its nominated replacement supplier (the **Exit Plan**).
- 22.3 The Customer may, at any time before termination of this Agreement, for any reason, request Ideal Networks to provide the Exit Services or otherwise to offer reasonable assistance in transitioning the Services to a Replacement Supplier. Ideal Networks will, in consideration of Charges (to be agreed in advance) and subject to payment of all Charges payable up to and including the end of the Initial Term or Extension Term as the case may be, provide such Exit Services for an agreed period, or until termination of this Agreement.

22.4 Ideal Networks and Customer shall co-operate to procure the novation or assignment to the Customer and/or replacement supplier of the subcontracted services with the Subcontractor.

BRIBERY ACT 2010

23.1 The parties shall at all times comply with all applicable laws, statutes, regulations and other generally accepted rules and standard of business conduct relating to anti-bribery and anti-corruption (Anti-Bribery Requirements), including without limitation, the Bribery Act 2010.

23.2 Without prejudice to the generality of the foregoing the parties shall not engage in any activity, practice or conduct which would constitute an offence under Bribery Act 2010.

23.3 The parties shall have in place, keep and enforce, as appropriate, throughout the term of this Agreement their own adequate procedures, to ensure compliance with the Anti-Bribery Requirements.

PERSONNEL

24.1 Each party shall appoint a named Representative with authority to act on behalf of its respective party on the matters set out in, or in connection with, this Agreement. Either party may, revoke or amend the authority of its Representative or appoint a new Representative.

24.2 Neither party shall (directly or indirectly) solicit, induce or entice away (or endeavour to do the same) any employee, partner, director or officer from the other party, for the duration of this Agreement and for a period of 6 months from the termination date, save that either party may employ or engage any individual who has responded directly to a bona fide recruitment campaign, either through an agency or advertisement in the press and not directly or indirectly as a result of any solicitation or inducement by the other party.

ASSIGNMENT

25.1 Each party shall be entitled to assign, novate or charge any or all of its rights and obligations under this Agreement subject to giving the other party 14 days' prior written notice. The other party, acting reasonably, may object to such assignment, novation or charge within 14 days of receiving the notice.

WAIVER

26.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.

ENTIRE AGREEMENT

27.1 This Agreement and any documents, annexes or schedules referred to in it or appended to it constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

27.2 Each party acknowledges that, in entering into this Agreement and the documents referred to in it or annexed to it, it does not rely on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to this agreement or not) other than as expressly set out in this Agreement or those documents.

27.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation (save in relation to fraudulent misrepresentation) shall be for breach of contract as expressly provided in this Agreement.

27.4 All descriptions and illustrations contained in catalogues, price lists, proposals, advertising matter and all publications are intended to be illustrative only and shall not form part of this Agreement unless expressly incorporated therein. Ideal Networks reserves the right to update any specification of Equipment without prior notice, however, any such changes shall not materially impair performance

THIRD PARTY RIGHTS

28.1 No term of this Agreement is intended to confer a benefit on a third party who is not a party to it.

VARIATION

29.1 No variation of this Agreement shall be effective unless it is agreed in writing by the parties (or their authorised Representative).

SEVERANCE

30.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the remainder of the provision or other provisions of this Agreement shall not be affected.

30.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

NO PARTNERSHIP OR AGENCY

31.1 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided in this Agreement, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

FORCE MAJEURE

32.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event provided that it promptly

notifies the other of the Force Majeure Event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

32.2 If the period of delay or non-performance continues for 21 days or more, the party not affected may terminate this agreement by giving 7 days written notice to the other party.

32.3 If termination occurs under clause 32.2, Ideal Networks shall be entitled to payment for all work done and costs and expenses incurred prior to termination.

NOTICES

33.1 Notices under this Agreement will be in writing to the addresses specified in this Agreement or as otherwise notified by the parties. They may be given, and will be deemed received:

- (a) by first-class post: two Business Days after posting;
- (b) by any other next day delivery service: two Business Days after posting;
- (c) by hand: on delivery;
- (d) by email: if sent prior to 4pm on a Business Day, on receipt of a delivery return mail from the correct address; otherwise by 10am on the next Business Day.

DISPUTE RESOLUTION

34.1 It is the intention of the parties to settle amicably by negotiation all disagreements and differences of opinion on matters of performance, procedure and management arising out of this Agreement. Accordingly, it is agreed that the procedure set out in this clause 4 shall be followed before the serving of written notice terminating this Agreement, or in relation to any matter of dispute between the parties concerning performance, procedure or management.

34.2 In the event of a dispute between the parties which has not been resolved in the normal course of business, either party may call a meeting of the parties by service of not less than ten (10) Business Days' written notice and each party agrees to procure that their Representative shall attend a meeting called in accordance with this clause 34.2 with the aim of resolving the dispute.

34.3 Those attending the meeting pursuant to clause 34.2 shall use all reasonable endeavours to resolve the dispute(s) arising out of this Agreement. If the meeting fails to resolve the dispute within ten (10) Business Days of its being referred to it, either party by notice in writing may refer the dispute to a member of the board or senior management (or their nominee) of each party, who shall co-operate in good faith to resolve the dispute as amicably as possible within fifteen (15) Business Days of the dispute being referred to them.

34.4 If the dispute between the parties is not resolved having applied the process set out at clauses 34.2 and 34.3, then the parties may on the written request of both parties (**Dispute Resolution Request**) agree in writing to enter into an alternative dispute resolution procedure (**Dispute Resolution Procedure**) with the assistance of a mediator agreed by the parties or, in default of such agreement within fifteen (15) Business Days of receipt of the Dispute Resolution Request, appointed by the Centre for Dispute Resolution, 70 Fleet Street, London EC4Y 1EU.

34.5 The parties shall then submit to the supervision of the mediation by the Centre for Dispute Resolution for the exchange of relevant information and for setting the date for negotiations to begin. The parties shall bear their own legal costs of the Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.

34.6 Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts until forty (40) Business Days after the appointment of a mediator.

34.7 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised Representative of each of the parties, shall be and remain binding on the parties.

34.8 Notwithstanding the provisions of this clause 4 either party may commence or take proceedings or seek remedies before the courts or any other competent authority for interim, interlocutory or injunctive remedies in relation to this Agreement.

DIALLED NETWORK SERVICES

35.1 If the Equipment delivered and/or installed is designed to connect to a dialled network service (such as, but not limited to, ISDN services), the telecoms provider call charges will apply. Ideal Networks is not responsible for the charges which may be made by your telecoms provider.

LOCAL LAWS

36.1 Unless agreed otherwise in the Agreement, all Equipment and Services shall be (or be deemed to be) delivered and performed in the United Kingdom, subject to the laws of England and Wales. The remainder of this clause 36 applies only if and to the extent it is agreed that Equipment and/or Services shall be delivered or performed outside of the United Kingdom.

36.2 The Customer warrants that it has informed Ideal Networks of all laws and regulations affecting the Services and operation of equipment which are in force within any territory (other than the United Kingdom) or part of a territory (together **Local Rules**) at the date of this Agreement and further warrants that it will provide timely updates of all changes to relevant Local Rules throughout the duration of this Agreement. The Customer agrees to bear the cost and be responsible for obtaining any consents required for receipt of the Services under any Local Rules and to indemnify and hold Ideal Networks harmless against any costs arising whether directly or indirectly for any failure to do so.

36.3 Ideal Networks shall comply with all Local Rules notified to it by the Customer which are applicable to its performance of the Services provided that Ideal Networks shall not be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the Customer or its affiliates.

36.4 If Ideal Networks is required to obtain any consents or licences for the performance of the Services in any country outside of the United Kingdom it shall be entitled to recharge any such costs (and any related expenses) to the Customer.

GOVERNING LAW AND JURISDICTION

- 37.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 37.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

DEFINITIONS

Acceptance Date:	has the meaning given in clause 6.5;
Acceptance Test:	the tests carried out by Ideal Networks and Customer to confirm the Services function in material conformance with the Scope of Works and/or Service Descriptions;
Business Day:	Monday to Friday excluding public holidays normally observed in England;
Change Control Procedure:	means the procedure for agreeing changes to the Services or the terms of this Agreement set out in clause 0;
Charges:	means the charges payable by the Customer in respect of the Equipment and Services, as set out in clause 0 and the applicable Order;
Co-located Equipment:	means the Customer's infrastructure and any other data, software, assets, equipment or other property which is either owned or leased by the Customer or otherwise and which is located at a Data Centre;
Consumption Services Software:	means software supplied as a service chargeable on a consumption usage basis, including but not limited to Microsoft Azure;
Customer Data:	means the data relating to the Customer, provided by or on behalf of the Customer to Ideal Networks in the performance of the Services;
Customer Premises:	means any site owned or leased by the Customer and which stores any Equipment or Supported Equipment;
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 may interface with Ideal Networks' Systems in order for the Customer to receive the Services;
Data Back-up:	means the back-up of Customer Data to durable storage media and restoring such data when required, as set out in the Order;
Data Centre Provider:	means a Subcontractor engaged by Ideal Networks to provide some of the Services from a Data Centre, including but not limited to colocation services;
Data Centre Rules:	the rules, regulations, restrictions, processes and policies applicable to the Data Centre;
Data Centre:	the premises of a Third Party Supplier where certain Services shall be provided;
Data Controller:	shall have the same meaning as set out in the GDPR;
Data Processor:	shall have the same meaning as set out in the GDPR;
Data Protection Legislation:	means the UK Data Protection Act 2018, the GDPR; the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data;
Data Restoration:	the process of restoring data from Data Back-up storage media to its original location or to its successor;
Data Subject:	shall have the same meaning as set out in the GDPR;
Data Subject Requests:	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Legislation;
Default:	means a negligent act or omission or breach of a term of this contract or applicable law or regulation by one party which causes loss or damage to the other party;

Deliverables:	all products and materials developed by Ideal Networks pursuant to an Order in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts);
Delivery Location:	means the location at which the Equipment is to be delivered, as specified in the Order or as may be later amended by agreement of the parties in writing;
Designated Space:	the specific location of the Co-located Equipment within the Data Centre;
Documentation:	means the operating manuals, user instructions, technical literature and all other related materials in printed form supplied by Ideal Networks to the Customer;
Effective Date:	is the date on which this Agreement is executed by both parties.
Equipment:	means the hardware and/or Software to be supplied by Ideal Networks to the Customer pursuant to an Order;
Exit Plan:	has the meaning given in clause 0 as such exit plan is updated and amended by the parties from time to time in writing;
Exit Services:	the services to be provided by Ideal Networks for implementation of the Exit Plan;
Force Majeure Event:	means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to a default of a party's suppliers or sub-contractors;
GDPR:	means the General Data Protection Regulation (EU) 2016/679;
Ideal Networks Systems:	means the systems, hardware, software, networks, cabling and other equipment of any kind owned or leased or controlled by Ideal Networks in the performance of the Services;
Incident:	means a failure of the Operational Services to perform in accordance with expected performance;
Initial Term:	means the initial minimum period during which Services shall be provided under an Order;
Intellectual Property Rights:	means all intellectual property rights and related rights and actions of any kind including but not limited to patents, inventions, copyright, trademarks, trade names, domain names, goodwill, designs, computer software, Software, database rights, topography rights, moral rights, confidential information, know-how, trade secrets, the right to sue for passing off and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;
Milestones:	means the significant tasks and dates for the performance of the Services as specified in the Order;
Normal Working Hours:	are 09:00 to 17.30 on Business Days;
Operational Services:	means Services to support and maintain specified Equipment, Consumption Services Software and Customer operational processes (including use of Subcontractors if appropriate). Operational Services may include or also be referred to as managed services, management services, maintenance, support, monitoring, Wide Area Network (WAN) services, co-location services and outsourced services or any combination of them;
Order Request:	a request by the Customer in a form agreed between the parties from time to time (which may include a Customer purchase order, but excludes any Customer purchase order terms) which shall constitute an offer to purchase the Equipment and/or Services set out in the Quote referred to therein;
Order:	means an agreement for the supply of Equipment and/or Services pursuant to (and incorporating the terms of) this Agreement, typically in the form of a Quote and Order Request accepted or acknowledged by Ideal Networks in writing (including by exchange of email or system-generated acceptance or confirmation);
Personal Data:	shall have the same meaning as set out in the GDPR;
Personal Data Breach:	shall have the meaning given to it in the GDPR;
Pre-Requisite Tasks:	shall mean the tasks that the Customer is required to perform as a pre-requisite to the provision of Services, as set out in the applicable Order;

Process:	shall have the same meaning as set out in the GDPR and the word "Processing" shall be interpreted accordingly;
Professional Services:	the services to be provided by Ideal Networks (including use of Subcontractors if appropriate) to the Customer in accordance with the terms of this Agreement and/or to support the provision of Operational Services. Professional Services may also be referred to as Implementation Services, Transitional Services, Project Management, Design Services and Consulting.
Protected Data:	means Personal Data contained within any Customer Data; means a quote for the provision of Equipment and/or Services by Ideal Networks and related commercial and operational terms;
Representative:	the person appointed by either party from time to time who is duly authorised to act on behalf of its respective Party on the matters set out in, or in connection with, this Agreement
Resolution:	means restoration of service, whether by root cause resolution or technical workaround, within the agreed Service Level;
Scope of Works:	a document agreed between the parties in accordance with this Agreement, setting out the Services to be performed, the Charges and all other commercial and operational terms and provisions relating to the Services. From time to time the parties may refer to such documents as 'project initiation documents' or 'PIDs';
Service Descriptions:	a document agreed between the parties in accordance with this Agreement, setting out the Operational Services and tasks to be performed, the Charges and all other commercial and operational terms and provisions relating to the Operational Services. From time to time the parties may refer to such documents as 'service guides' or 'service operation guides';
Service Level Agreement:	means the agreement between the parties documenting the Service Levels that Ideal Networks is required to adhere to in respect of the Services;
Service Levels:	means the agreed response options and times as set out in the Service Level Agreement (if applicable);
Services Commencement Date:	means the date specified in the applicable Order from which the Services shall be provided or the actual or deemed Acceptance Date (if applicable) or such date as may be agreed between the parties;
Services:	the Professional Services and Operational Services to be provided by Ideal Networks (including use of Subcontractors if appropriate) to the Customer in accordance with the terms of this Agreement;
Software:	means any executable code sold or licensed by the manufacturer or Ideal Networks as a product separately from or in conjunction with hardware supplied by Ideal Networks and including Third Party Software;
Subcontractor Terms;	means any Subcontractor terms and conditions copies of which are provided upon request by Ideal Networks to the Customer and which govern the provision of certain components of the Services;
Subcontractor:	means a third party supplier that Ideal Networks engages to perform or support its provision of the Services and which are notified to the Customer from time to time, but excluding Ideal Networks' general business support suppliers;
Sub-Processor:	means another Data Processor engaged by Ideal Networks for carrying out processing activities in respect of the Protected Data on behalf of the Customer;
Supervisory Authority:	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation;
Support Request:	means an individual request for support made under the Operational Services;
Supportable Condition Standard:	means the minimum standards and requirements (as set out in applicable Orders, Scope of Works and/or Service Descriptions) of the Customer's Operating Environment and Supported Equipment in order for the Customer to receive the Operational Services;
Supported Equipment:	means any Equipment or equipment which the Customer owns or leases from a third party in relation to which the Operational Services are provided, as expressly listed in the applicable Order or as may be agreed between the parties from time to time in writing;

Term:	means the term during which Services shall be provided comprising the Initial Term, together with any Extension Terms and/or other extensions agreed between the parties in writing;
Third Party Software:	means Software licensed by Third Party Suppliers licensed directly or through Ideal Networks which includes Consumption Services Software and may or may not be software or infrastructure supplied as a service, whether or not self-service and all such Software shall be and subject to such additional terms as Ideal Networks may reasonably specify;
Third Party Supplier:	means a supplier, reseller or distributor of Third Party Software.