STANDARD TERMS AND CONDITIONS

SYSGROUP

These Terms and Conditions, together with the Schedules and any Statements of Work ("Agreement") apply to all orders placed by the Customer for the provision of Services with SysGroup Trading Limited, registered in England and Wales with company number 4754200 with its registered office at 55 Spring Gardens, Manchester. M2 2BY, or Truststream Security Solutions Limited, registered in Scotland (company number SC4085020, with its registered office at 8th Floor, Sugar Bond House, Anderson Place, Leith, Edinburgh, Scotland EH6 5NP (both subsidiary companies of SysGroup plc). The Agreement sets out the complete terms regarding the provision of Services by the Supplier to the Customer. By agreeing to a Statement of Work ("SOW") and/or allowing the Supplier to commence the Services, the Customer acknowledges and agrees to be bound by this Agreement.

Definitions and Interpretation

Wherever they occur in this Agreement, including Schedules, Statement of Works or Support Operating Procedure, the terms defined below shall have the meanings applied to them as set out below.

1. Definitions

1.1 **Acceptable Use Policy:** the Supplier's Acceptable Use Policy, as updated by the Supplier from time to time, the current version of which can be found at *https://www.sysgroup.com/acceptableusepolicy/*

Additional Charges: means charges which become payable for Services provided outside the scope of this Agreement or any Statement of Work or for Services provided after the completion of the Agreement.

Affiliate: in relation to Supplier, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

AI/ML: means Artificial Intelligence and Machine Learning

Applicable Data Protection Laws: means: All applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (the General Data Protection Regulation (*EU) 2016/679*) as amended); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended.

Applicable Laws: all applicable laws, statutes, regulation and codes from time to time in force.

Authorised Users: means those employees, agents, independent contractors and other third parties appointed by the Customer and set out in the Agreement (where and to the extent that the Agreement expressly permits this) and any other persons approved by the Supplier in writing to use the Services and/or Deliverables on behalf of the Customer from time to time;

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

Business Hours: means the period from 9.00 am to 5.00 pm on any Business Day.

Change Control Procedure: has the meaning given in clause 6.

Change Order: has the meaning given in clause 6.1

Change Request: a request for a change to be made by either party to the Services in accordance with clause 6.1

Charges: the sums payable to the Supplier for the Services, as set out in the Statement of Work or as otherwise stated in this Agreement.

Cloud Services: Means the online backup services, IaaS Service, data recovery services provided via a public or private cloud infrastructure.

Confidential Information: any information relating to or disclosed in the course of the performance of this Agreement, including any information, idea, technology, know-how, inventions, algorithms, data, process, technique, program, computer software, computer code and related documents, work-in-progress, future development, engineering, present or future products, costs, sales, customers, profits, employees, key personnel, pricing and pricing policies, operational methods, technical processes, opportunities, markets, and other business affairs and methods and related information, manufacturing, marketing, business, technical, strategic, research, operating, financial, or personnel matters, whether in oral, written, graphic or electronic form and, in any event, with respect to the Customer's Confidential Information shall include any specifications described in a Statement of Work, as well as trading strategies, customer lists, trading data and similar information. Notwithstanding the foregoing, Confidential Information shall not include any information that:

(a) is or becomes generally available to the public without breach of this Agreement;

(b) is in the possession of a party prior to its disclosure by the other party;

(c) becomes available from a third party not in breach of any obligation of confidentiality to which such third party is subject; or

(d) must be disclosed due to a judicial or governmental requirement or order. In the event that a recipient of such Confidential Information is ordered to disclose any Confidential Information of the disclosing party by a court, administrative agency or other governmental body with jurisdiction over recipient, recipient shall to the extent permitted by applicable law first provide the disclosing party with prompt written notice of such required disclosure and will take reasonable steps to allow disclosing party to seek a protective order with respect to the confidentiality of the information required to be disclosed. Recipient will promptly cooperate with and assist disclosing party in connection

(e) with obtaining such protective order at disclosing party's reasonable expense.

Connectivity Services: means the technologies, solutions and infrastructures that enable devices systems and individuals to establish and maintain communication.

Customer's Equipment: any equipment, including tools, systems, servers, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants and used in connection with the provision of Services, shall remain the property of the Customer, with all associated risk borne by the Customer.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services, including the items provided pursuant to clause 4 (e).

Customer Personal Data: any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.

Cybersecurity Services: means the supply of certain security information, event management services or other security services to be delivered by Supplier to Customer.

Data: any data, information or end user data provided by the Customer to the Supplier in provision of the Services.

Data Centre Services: means installation and maintenance services for the applicable Equipment located in the data hall of the Supplier's contracted data centre, including colocation and hosting services.

Data Backup and Disaster Recovery: means implementation of backup and disaster recovery solutions.

Data Protection: means adherence to industry standards for data security.

Data Controller: has the meaning set out in section 6(1) of the Data Protection Act 2018.

Data Subject: means an individual who is the subject of Personal Data.

Deliverables: means any output of the Services to be provided by the Supplier to the Customer as specified in the Statement of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Services (excluding the Supplier's Equipment).

Designs and Materials: shall mean all written or other materials and tangible designs, products, computer programs, source codes, drawings, notes, documents, information and materials made or developed by Supplier alone or with others for Customer that results from the Services and all Intellectual Property Rights relating thereto.

Developed Software: means software programs designed or to be designed by Supplier, coded, tested, and refined to perform specific functions or tasks to meet customer requirements and in respect of which Supplier retains all Intellectual Property Rights.

Equipment: means hardware any physical devices which includes physical, tangible parts or components of a computer, such as the central processing unit, monitor, keyboard, computer data storage, graphic card, sound card, speakers and motherboard and any other physical device or hardware or accessories used in or with computing or telephony equipment (including additions thereto and replacements or substitutions thereof).

EU GDPR: means the General Data Protection Regulation (*(EU) 2016/679*), as it has effect in EU law

Extended Term: means the automatic extension of the Agreement for a period of 12 months at the expiry of the Initial Term and at the end of each Extended Term.

Hosting Services: means secure hosting of the Customers IT infrastructure.

Initial Term: means the initial fixed period of 3 years from the Effective Date for which the Agreement will remain in force pursuant to clause 2, unless varied by a Statement of Work.

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

Managed Services: refers to support, maintenance, monitoring, and remediation related to the Services specified in the Supplier's Statement of Work. Managed Services will be delivered in accordance with the Supplier's Support Operating Procedure and will be subject to any Third-Party terms and conditions to which the Customer has agreed.

Mandatory Policies: means key Supplier policies as amended by the Supplier from time to time.

Materials: means any Deliverable that is not a System or service deliverable including but not limited to documentation to be delivered to Customer as defined in the Statement of Work.

Milestone: means a date by which a part or all of the Services are to be completed, as set out in a Statement of Work.

Personal Data: has the meaning set out in section 3(2) of the Data Protection Act 2018 and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which the Supplier is providing Services under this Agreement.

Processing and process: have the meaning set out in section 3(4) of the Data Protection Act 2018.

Professional Services: means the Customer's obligation to receive/utilise professional services within an agreed timeframe.

Schedules: means the Acceptable Use Policy and the Services Terms and Statement of Work template. Current versions of which can be found at *https://www.sysgroup.com/acceptableusepolicy/* and *http://www.sysgroup.com/terms-and-conditions-services*, *http://www.sysgroup.com/terms-and-conditions-support* respectively.

Security Breach means a Security Incident that has resulted in unauthorised access to data, applications, services, networks and/or devices by bypassing their underlying security mechanisms.

Security Event means a change in the everyday operations of a network or information technology service, which indicates that a security policy may have been violated or a security safeguard may have failed.

Security Incident means a situation where an adverse impact has resulted from a Security Event.

Security Risk means a security risk that is highlighted to the Customer as part of the Security Services.

System: means a collection of Software, Hardware and/or Connectivity Services and Cybersecurity Services to be delivered to the Customer as defined in the Statement of Work and any associated Change Request.

Services: the services Supplier agrees to provide to the Customer as defined in the Statement of Work. These include Deliverables, Equipment, Developed Software, Third Party Software, Hosting Services, Cloud Services, Professional Services, including AI/ML services, Data Centre Services, Connectivity Services; and Cybersecurity and Managed Services. All Services are subject to the Supplier's Services Terms, all current versions of which can be found at *www.sysgroup.com/terms-and-conditions-services*.

Services Period: means the period during which the Services are to be delivered as specified in the Statement of Work.

Services Terms: refers to the Supplier's terms for each specific service as referenced in clause 3.2 and included in Schedules 2-7, all current versions of which can be found at *www.sysgroup.com/terms-and-conditions-services*.

Software: means Third-Party Software or Developed Software to be delivered to Customer.

Software License Terms: means the terms in relation to the licensing of Software as part of the Services as set out in the Statement of Work as updated by the Supplier or the Third-Party proprietor from time to time.

Software License: refers to the rights granted by Supplier or a Third-Party Software proprietor to the customer to use the Software.

Statement of Work (SOW): means the agreed particulars between the parties in relation to the Services to be provided to Customer, inclusive of the Services, Deliverables and Charges.

Subscription Licensing: means periodic licensing to be delivered to the Customer as listed in the Statement of Work.

Supplier's Equipment: means any equipment, including hardware, tools, systems, cabling, or facilities provided by the Supplier to the Customer for use in the delivery of Services or Deliverables, which shall remain the property of the Supplier, unless expressly granted to the Customer under the Agreement.

Supplier Personal Data: means any personal data that the Supplier processes in connection with this Agreement, in the capacity of a controller.

Support Operations Procedure (SOP): means SysGroup's Support Operations Procedure as amended from time to time, the current version of which can be found at: *http://www.sysgroup.com/terms-and-conditions-support***System:** means a discrete collection of Software, Hardware and/or Connectivity Services and Cyber Security Services to be delivered by Supplier to the Customer as defined within one or more Statement of Works and any associated Change Requests.

Third Party: means a person or organisation other than the Parties to this Agreement.

Third Party Software: means software owned/manufactured by a Third Party, as specified in the Statement of Work, and licensed to the Customer either directly by the Third Party or by the Supplier subject to the terms of the Third-Party supplier's license terms.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Utilisation Based Services – means Services (including Cloud and Third Party Software) that are invoiced periodically based on the Customer's variable consumption levels or other factors.

VAT: means value added tax chargeable in the UK.

Vendor: means Third Party Supplier.

1.1 The Schedules (as applicable), the SOW and SOP (as applicable) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Where any conflict arises the order of precedence shall be: the SOW; the Schedules, the SOP and the main provisions of this Agreement.

1.2 A SOW may be amended where agreed by the parties to this Agreement using the Change Order procedure.

1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to writing or written includes email. A reference to this Agreement or to any other Agreement or document referred to in this Agreement is a reference of this Agreement or such other Agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or Initial Term preceding those terms.

2. Commencement and duration

2.1 This Agreement, consisting of these Terms and Conditions, together with the Schedules and any Statements of Work (SOWs) executed from time to time, defines the provision of Services by the Supplier to the Customer. The T&Cs, Schedules, and each SOW (collectively referred to as the "Agreement") shall constitute the entire and exclusive Agreement between the parties and shall supersede and replace all prior or contemporaneous agreements, negotiations, understandings, or communications, whether written or oral. For the avoidance of doubt, any terms and conditions proposed, submitted, or referenced by the Customer (whether in a purchase order, acceptance, correspondence, or otherwise) are expressly rejected and shall have no effect. Performance by the Supplier shall not be deemed acceptance of any such Customer terms. The Agreement shall commence on the date the first SOW is signed by the Customer (the "Effective Date").

2.2 Unless terminated earlier in accordance with clause 12, the Agreement shall continue for the Initial Term and shall automatically extend for an Extended Term at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate the Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

2.3 The Supplier may amend these Terms and Conditions from time to time to reflect changes in its business, services, or applicable laws. Any such amendments will take effect 30 days after being notified to the Customer. The Customer's continued use of the Services after the effective date of any amendment shall constitute acceptance of the updated Terms and Conditions

.2.4 All samples, drawings, specifications, technical data, and advertising materials issued by the Supplier, including any descriptions or illustrations contained in the Supplier's website, catalogues, or brochures, are for illustrative purposes only and are intended to provide an approximate idea of the Services described. Such materials shall not form part of the Agreement between the Supplier and the Customer and do not constitute a sale by sample.

3. Supplier's Responsibilities

3.1 The Supplier shall use reasonable endeavours to provide the Services and deliver the Deliverables to the Customer, in all material respects, in accordance with this Agreement.

3.2 Each of the Services to be provided by Supplier shall be detailed in the service definitions stated in the SOW and are subject to the respective Services Terms, which are available at *www.sysgroup.com/terms-and-conditions-services*
If the SOW includes the supply of:

(a) Software, the Software Licence Terms will apply to the SOW;
(b) Cloud Services, the Cloud Service Terms will apply to the SOW;
(c) Professional Services, the Professional Services Terms will apply to the SOW;
(d) Equipment, the Equipment Terms will apply to the SOW;
(e) Data Centre Services, the Data Centre Services Terms will apply to the SOW;
(f) Connectivity Services, the Connectivity Services Terms will apply to the SOW.
(g) Managed Services, the Support Operating Procedure will apply to the SOW.

3.3 The Supplier may appoint a manager to provide the Services under the SOP. Such person shall be identified in the SOP. That person shall have authority to contractually bind the Supplier on all matters relating to the Services (including by signing Change Orders). The Supplier may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.

3.4 Cybersecurity Services will be provided to the Customer in accordance with the Software Terms, the SOW, and the SOP. However, the Supplier does not guarantee that the Customer will be fully protected from all Security Events or Security Incidents. The Supplier will not be liable for any failure to deliver the Cybersecurity Services as outlined in this Agreement if such failure is caused by actions or omissions of the Customer or any Third Party for which the Customer is responsible.

3.5 The Supplier 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, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

3.6 The Services shall be supplied, where applicable, subject to the Supplier's Acceptable Use Policy and any other policies provided by the Supplier to the Customer from time to time.

4. Customer's obligations

4.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Services and deliverables;

(b) comply with the Acceptable Use Policy, if applicable;

(c) provide, the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier including any such access as is specified in a SOP;

(d) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a SOW or otherwise reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects;

(e) ensure that all the Customer's Equipment is in good business order and suitable for the purposes for which it is used in relation to the Services including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

(f) keep and maintain the Supplier's Equipment in good condition and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation;

(g) comply with all Applicable Law including (all applicable law, statues, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010;

(h) obtain and maintain all necessary licenses and consents and comply with all relevant legislation as required to enable the Supplier to provide the Services.

(i) the Customer may not make adaptations, modifications or variations to any Software which is made available to the Customer;

(j) the Customer shall take all reasonable security steps to prevent the unauthorised use of the Software including complying with the Supplier's reasonable proposals in respect of security where a security issue has been identified.

(k) the Customer acknowledges that the Supplier has no control over the information transmitted to or from the Services. The Supplier will not ordinarily monitor or review the Customers use of the Services or the nature of the transmitted information sent or received. The Customer agrees that the Supplier acts solely as a conduit in accordance with the Electronic Commerce (Amendment etc.) (EU Exit) Regulations 2019. Accordingly, The Supplier disclaims all liability of any kind for the transmission or receipt of information through the Services, except as expressly provided in clause 17.1.

(l) where the Services include Third Party goods and/or services, the Customer accepts and shall comply with such additional Terms/Licences as required by the Third-Party proprietors.

(m) the Customer shall not, nor knowingly permit any other person to, use the Services:

(i) in connection with the carrying out of fraud or other criminal offence;

(ii) in breach of the Acceptable Use Policy;

(iii) in breach of Applicable Law (including in breach of the Privacy and Electronic Communications Regulations (2003) (or any equivalent regulations)); or

(iv) in a way which does not comply with instructions given by the Supplier or its agents or contractors.

4.2 Unless the Supplier is contracted to do so, the Customer shall take all precautions to protect its data and shall ensure that a regular data back-up arrangement is implemented before and during this Agreement. The Customer shall be responsible for restoring any lost or corrupted data unless such loss is caused by the negligence or willful default of the Supplier in which case the Supplier's liability shall be limited to the reinstatement where possible of all data proven to have been lost or irremediably corrupted and which would not have been included in such back-up arrangements required to be maintained by the Customer

4.3 If in the Supplier's reasonable opinion performance of its obligations under this Agreement has been prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed a reasonable extension of time to perform its obligations equal to the delay caused by the Customer.

5. Statements of Work (SOW)

5.1 Appendix 1 represents the initial SOW agreed between the parties at the Effective Date. The Parties acknowledge that additional SOWs may be required to meet the Customers strategic needs.

5.2 Each subsequent SOW shall be agreed in the following manner:

(a) the Customer shall ask the Supplier to provide any or all of the additional Services and provide the Supplier with sufficient information as reasonably requested by Supplier to enable a proposal for the requested Services;

(b) following receipt of the information requested from the Customer, the Supplier shall, as soon as reasonably practicable either:

(i) inform the Customer that it declines to provide the requested additional Services; or

(ii) provide the Customer with a proposal.

(c) once the proposal has been accepted by the Customer the Supplier shall provide the Customer with a draft SOW; and
(d) both parties shall sign the agreed SOW.

5.3 Once a SOW has been agreed and signed in accordance with clause 5.2(c)(c), no amendment shall be made to it except in accordance with Clause 6 (Change Order).

5.4 Each SOW shall be part of this Agreement and shall not form a separate contract to it.

6. Change Control Procedure

6.1 If either party wishes to make a change to a SOW it shall send a written Change Request to the other party. This Change Request shall set out the proposed change in sufficient detail to enable the receiving party to properly evaluate it. The party requesting the change shall promptly provide such other information in relation to the proposed change as the receiving party reasonably requests.

6.2 If sent by the Supplier, the Change Request shall state the effect that it anticipates such a change shall have on the Agreement and the Charges payable by the Customer. Supplier reserves the right to refuse a Change Request if it fails to meet certain criteria required by a Third Party including but not limited to minimum quantities and duration.

6.3 Either party may propose a Change Request to the scope or execution of the Services but no proposed changes shall come into effect until a Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
(a) the Deliverable;
(b) the Supplier's existing Charges;
(c) the timetable of the Services; and
(d) any of the terms of this Agreement and Services Terms.

6.4 A Change Order shall only be effective if signed by both parties. The Change Order shall form an addition to or replacement of (as applicable) the contents of SOW.

6.5 Neither party is obligated to agree to any Change Request submitted by the other party. However, if the Supplier submits a Change Request arising from unforeseen circumstances or due to incorrect assumptions made at the time the relevant terms were agreed, the Customer shall not unreasonably withhold, impose conditions on, or delay its consent to the requested change.

6.6 Notwithstanding the provisions of this Clause 6, the Supplier may make changes to the Services from time to time, without prior notice, if such changes do not materially or adversely affect the nature or quality of the Services.

7. Risk and Title

7.1 Risk of loss of, or damage to, any Equipment will pass to the Customer upon delivery to the Customer.

7.2 Notwithstanding the transfer of risk under clause 7.1, title to the Equipment will only pass to the Customer upon full payment to the Supplier of all amounts due for: (i) the SOW under which the Equipment is supplied, and (ii) any other SOW between the Customer and Supplier for any sums owed. If payment has already been made in full, title will pass to the Customer upon delivery. Until title to the Equipment passes to the Customer, the Customer shall:
(a) hold the Equipment as the Supplier's fiduciary agent and bailee;
(b) ensure the Equipment is properly stored, insured, and clearly identified as the Supplier's property; and
(c) acknowledge that the Supplier shall have a lien over any of the Customer's assets in its possession or control, including, but not limited to, any Customer Equipment.

8. Non-solicitation and TUPE

8.1 Neither the Customer nor the Supplier shall, without the prior written consent of the other party, at any time from the date of this Agreement to the expiry of twelve (12) months after the termination of this Agreement, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other party in the provision of the Services.

8.2 The parties agree that it is not intended that the provision of Services pursuant to the Agreement will give rise to a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended and that it is not intended that the provisions of the Regulations shall apply on Termination or expiry (in whole or in part) of the Agreement.

9. Charges and payment

9.1 Unless otherwise specified in this Agreement or any SOW, invoices shall be rendered to Customer every month and shall be paid in full within thirty (30) days (Payment Period) from the date of such invoice, with funds transferred to the bank account nominated by Supplier.

9.2 For Utilisation Based Services procured, the utilisation rate will be calculated at the end of each month and invoiced in arrears.

9.3 Where Professional Services are provided the Supplier shall issue invoices on a monthly basis in respect of the Professional Services performed during that period and in accordance with the Fees set out in the SOW.

9.4 The Supplier may, upon giving 30 days' notice, alter the amount of, or payment terms relating to the Charges at any time following the first 12 Months of the Term (or any subsequent extension or renewal term) for the following reasons:

(a) to take account of any increase in the costs incurred by the Supplier in the set-up of the Services (including any increase in the costs or

charges of any Third-Party supplier or licensor to the Supplier);

(b) to pass on any increase in data centre charges imposed by any Third-Party supplier to the Supplier at any time;

(c) to pass on any increase in charges imposed by any telecommunications supplier to the Supplier at any time;

(d) to reflect an annual price rise of up to a maximum of RPI + 2%; and

(e) to pass on any increases in the cost of Third-Party software suppliers to the Supplier, as and when such increases occur.

9.5 Charges do not include charges for any Third-Party communication services used by the Customer to connect Customer to the Services unless otherwise stated.

9.6 In the event of replacement, upgrading of any Third-Party Software, reconnection or other amendment of Services, the Supplier reserves the right to charge to facilitate the transition between the Services (including from one Service to another Service) such Additional Charges to be agreed in writing by the parties in advance.

9.7 In the event of replacement, upgrading of any Third-Party Software, reconnection or other amendment of Services, the Supplier reserves the right to issue parallel billing to facilitate the transition between the Services (including from one Service to another Service).

9.8 All amounts payable under this Agreement shall be paid in line with the invoice terms unless otherwise agreed and payment shall not be treated as received until it is received in full cleared funds.

9.9 The Customer shall pay all amounts under this Agreement and SOWs without set-off, counterclaim or withholding of any kind (except where and to the extent that this cannot by law be excluded). Notwithstanding any other provision of the Agreement, the Supplier shall be entitled to apply any amount received from the Customer against any amount due for payment by any entity controlled by, controlling or under common control with such Customer

9.10 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this Agreement on the due date:

(a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

(b) the Supplier may at its sole discretion:

(i) suspend part or all of the Services until payment has been made in full;

(ii) offset sums owed to the Customer by the Supplier against all sums due from the Customer;

(iii) apply sums received under a different SOW;

(iv) terminate the Agreement or any SOW in respect of which the Charges apply; and or

(v) levy a reconnection fee to reinstate any suspended services.

9.11 All sums payable to the Supplier under this Agreement:

(a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.12 If the Customer disputes an invoice, they shall promptly notify Supplier in writing within the Payment Period detailing its objections to the invoice.

9.13 The Supplier shall be entitled to invoice for Additional Charges, which will be based on time and materials at the applicable rates, plus any expenses incurred for additional or revised Services provided, unless a fixed-price SOW has been agreed. No Services subject to Additional Charges will be performed without the prior written consent of the Customer. The Supplier will notify the Customer in advance of any Additional Charges applicable to the Services.

10. Suspension of Services

10.1 The Supplier reserves the right to suspend the Services, in whole or in part, in any of the following circumstances**:**

(a) A material breach of the Agreement.

(b) Outstanding Charges due under this Agreement to the Supplier have not been paid.

(c) A Force Majeure Event.

(d) Where the Supplier is obliged to comply with an order, instruction or request of Government, an emergency service organisation or other competent administrative authority.

(e) For unscheduled or emergency/essential maintenance.

(f) For planned maintenance.

(g) Where required to do so to comply with any law, regulation, court order or a request of a government body or administrative authority.

(h) Where the Supplier reasonably suspects that the Customer's account has been inappropriately used or compromised, ransomware or security breach.

(i) Due to the Customer's failure to follow the Supplier's advice and recommendations, including but not limited to:

- Hardware/Supplier's Equipment: continued use of incompatible or unsupported Hardware or Equipment.
- Upgrades: Delayed or neglected updates to

software, services, or infrastructure, causing vulnerabilities or performance issues.
- Configuration: Improper setup or misconfiguration of cloud services (e.g., storage, netBusiness, or databases contrary to the Supplier's guidelines.
- Software: Continued use of incompatible or unsupported Software and or Software licences.
- Security: Failure to follow recommended security practices, resulting in vulnerabilities that could compromise the Services provided.

10.2 Where required by the Supplier's security policy (as updated from time to time) and in the event that the Supplier suspends the Services pursuant to clause 10.1, the Supplier shall not be held liable for any failure to provide the Services during the suspension period. The Supplier shall notify the Customer as soon as reasonably possible upon becoming aware of the reason for the suspension of the Services.

11. Dispute Resolution

11.1 The Supplier and the Customer shall make reasonable efforts to resolve any dispute amicably with good faith negotiations. If the dispute is not resolved within 14 days of the commencement of such discussions, it shall be escalated to the Chief Technology Officers of both parties, or to individuals of equivalent executive authority, for further resolution.

11.2 Either party may request mediation after the referral to the Chief Technology Officers by providing written notice to the other party.

11.3 Mediation will follow the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless agreed otherwise, the mediator will be nominated by CEDR within 14 working days, and mediation will begin within 28 working days of the ADR notice.

11.4 This clause does not prevent either party from seeking interim relief.

12. Third Party Providers

12.1 The Customer acknowledges that the Services may enable access to Third-Party websites, facilitate communication with Third Parties, and allow the purchase of products or services from those Third-Party websites. The Customer does so at its own risk. Any contracts or transactions made through Third-Party websites are solely between the Customer and the relevant Third-Party. The Supplier shall not be liable for any losses or damages arising from such transactions or interactions.

13. Intellectual property rights (IPRs)

13.1 The Supplier and its licensors shall retain ownership of all IPRs:
(a) owned by the Supplier or a Third-Party, developed independently of the Agreement, and which are included in a Deliverable or are necessary or desirable to enable the Customer to receive and use the Services; and
(b) in the Deliverables.

13.2 The Customer and its licensors shall retain ownership of all IPRs in the Customer's materials developed independently of the Agreement.

13.3 Except as expressly set out in the SOW or SOP, nothing in the Agreement grants the Customer any rights to, or in, any IPRs or any other rights or licences in respect of the Software, Services or any Deliverables.

13.4 The Customer grants the Supplier a fully-paid up, worldwide, royalty-free licence during the Term to use the Customer's IPRs (including those set out in clause 13.2 and the Customer Equipment for the purpose of providing Services to the Customer.

13.5 The Customer shall promptly at the Supplier's request do all further acts and things and execute such documents as the Supplier may require from time to time for the purpose of securing for the Supplier the full benefit of all rights title and interest pursuant to this clause 83.5.

13.6 The Customer agrees that it shall not, at any time, do, or omit to do, anything which is likely to prejudice the Supplier's or its licensors' ownership of such IPRs.

13.7 For the Initial Term and any Extended Terms, the Customer warrants that the use of the Customer Equipment, Customer's IPRs or other Data, material or information provided to the Supplier by the Customer shall not infringe a Third Party's IPR.

13.8 The Customer acknowledges that all Intellectual Property Rights in the Services, including Third-Party Software, and Developed Software are the exclusive property of the Supplier, its licensors, or the Third-Party proprietor. The licenses granted under the relevant SOWs do not transfer ownership of any copy of the Third-Party Software or Developed Software to the Customer, who may only use it in accordance with the terms of the applicable Software License. Similarly, all Intellectual Property Rights in the Cloud Services and Cloud Documentation remain the sole property of the Supplier or its licensors, and the Customer has no rights to such Intellectual Property except as expressly granted in the Agreement.

14. Data protection and data processing

14.1 The parties agree that the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR and the Data Protection Act 2018.

14.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. Clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

14.3 The parties have determined that, for the purposes of Applicable Data Protection Laws the Customer is the Data Controller and the Supplier is the data processor in respect of any Personal Data and both parties shall, where reasonably practicable, act in accordance with

any additional or subsequent legislation in relation to Data Protection that may be in force from time to time.

14.4 Should the determination of clause 14.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this clause 14.

14.5 Without prejudice to the generality of clause 14, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Supplier Personal Data and Customer Personal Data to the Supplier and the lawful collection of the same by the Supplier for the duration and purposes of this Agreement.

14.6 The Supplier shall process the Personal Data only in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Customer.

14.7 The Supplier shall take reasonable steps to ensure all its employees who have access to the Personal Data are subject to a duty of confidence and have received appropriate training.

14.8 The Supplier warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

(a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

(i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(ii) the nature of the data to be protected; and

(iii) take reasonable steps to ensure compliance with those measures.

14.9 The Customer shall indemnify and keep indemnified the Supplier against all liabilities, costs, expenses, damages and losses and all other professional costs and expenses suffered or incurred by the indemnified party arising out of or in connection with:

(a) the breach of the Data Protection Laws by the Customer, its employees or agents;

(b) any investigation by, or imposed by, a Supervisory Authority arising out of or in connection with:

(i) non-compliance by the Customer with the Data Protection Laws;

(ii) processing carried out by the Supplier or any Sub-Processor pursuant to any instructions for processing given by the Customer that infringes any Data Protection Law; or

(iii) any breach by the Customer of its obligations under this Schedule.

14.10 To the extent permitted by Applicable Law (including Data Protection Laws), the Supplier shall not be liable for Data Protection Losses under or in connection with the Agreement to the extent that such Data Protection Losses are directly or indirectly contributed to or caused by any breach of the Agreement by the Customer.

14.11 Supplier shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Agreement only to the extent caused by the processing of Protected Data under this Agreement and directly resulting from Supplier's breach of Clauses 14.2, 14.6,14.7 and 14.8 (inclusive).

14.12 The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission was in full accordance with the Customer's instructions.

14.13 The Supplier may authorise a third party (sub-processor) to process the Personal Data provided that the sub-processor's contract:

(a) is on terms which are substantially the same as those set out in this Agreement; and

(b) terminates automatically on termination of this Agreement for any reason.

15. Confidentiality

15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers or suppliers of the other party ("**Disclosing Party**") except as permitted by this Agreement.

15.2 No party shall use or disclose any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

15.3 Confidential information shall in the context of this Agreement mean such information that a business person would in the circumstances reasonably consider to be confidential.

15.4 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this 15; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.5 Each party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this clause 15. Accordingly, without prejudice to any other rights

and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this clause 15.

16. Indemnity

16.1 The Customer agrees to indemnify the Supplier against and keep the Supplier fully and effectively indemnified in respect of any losses, liabilities, costs and expenses (including reasonable legal Charges), which the Supplier may suffer or incur as a result of:

(a) breach of this Agreement (including, for the avoidance of doubt, the Schedules) by the Customer or its permitted Authorised Users;
(b) any delay by the Customer in complying with its obligations under this Agreeement or causing or contributing to any delay that prevents the Supplier from providing the Services;
(c) any action or claim for actual or alleged infringement brought against the Customer in respect of the Supplier's IPR or a Third-Party's IPR arising out of or in connection with the receipt use or supply of the Services; and
(d) Any actual or alleged breach by the Customer of Third-Party Software Licence terms.

16.2 For the avoidance of doubt, the Customer is and shall remain solely responsible for any obligation or liability arising out of transactions of any kind entered into by the Customer and any Third Party accessing or acting in reliance of the Services.

17. Limitation of liability

17.1 Nothing in this Agreement shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by negligence;
(b) fraud or fraudulent misrepresentation; or
(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

17.2 Subject to clause 17.1 the Supplier shall not be liable to the Customer, whether in contract, delict (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

(a) loss of profits;
(b) loss of sales or business;
(c) loss of anticipated savings;
(d) loss of or damage to goodwill;
(e) loss of use or corruption of software, data or information; and
(f) any indirect or consequential loss.

17.3 The Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise arising under or in connection with this Agreement (with the exception of Equipment) shall not exceed the greater of: (i) £500,000; or (ii) the total Charges paid or due to be paid directly to the Supplier in the 12 months preceding the Breach. For Equipment-related claims, the Supplier's liability shall be capped at the purchase price of the Equipment.

17.4 The Supplier accepts no liability for losses where a Service has been suspended pursuant to clause 10 because of the Customer's failure to discharge invoices in accordance with the terms agreed.

17.5 The parties agree that any claim howsoever arising out of or related to the Services under the Agreement must be notified to the Supplier no later than 180 days after the Customer first becomes aware of the circumstances giving rise to the claim.

17.6 The parties agree that the limitations and exclusions set out in clause 17 are reasonable having regard to all the relevant circumstances, and the levels of risk associated with each party's obligations under the Agreement.

18. Warranty

18.1 Where any Equipment or Deliverables supplied to the Customer are sourced by the Supplier from a third-party vendor, the Supplier supplies such items solely in its capacity as a reseller. Accordingly, the Supplier does not provide any warranties in respect of such Equipment or Deliverables, but shall, to the extent permitted by applicable law and the terms of the relevant third-party vendor, pass through or assign to the Customer the benefit of any warranties or guarantees provided by the third-party vendor. The Supplier shall use all reasonable commercial efforts to facilitate such transfer or assignment of warranty rights to the Customer.

18.2 The express terms of this Agreement are to the fullest extent permitted by law in lieu of all warranties, conditions, terms, undertakings and other obligations that would otherwise by implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are expressly excluded except for the terms (if any) implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982 (as applicable).

19. Insurance

19.1 Each party shall obtain and maintain in force the following insurance policies with reputable insurance companies:

(a) Public liability insurance with a limit of at least £10 million per occurrence
(b) Employers liability insurance with a limit of at least £10 million in aggregate
(c) Professional Indemnity insurance with a limit

of at least £10 million in aggregate

19.2 The levels of insurance will be kept under review to ensure their adequacy.

19.3 Each party is required to provide the other, on request, copies of policies and evidence of payment of premiums.

20. Termination

20.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement or any SOW with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Business Days after being notified in writing to do so;

20.2 The Supplier shall be entitled to terminate this Agreement or any SOW immediately on notice if the Customer:

(a) fails to pay the Supplier any Charges when due and such amounts remain unpaid by the Customer within 7 days after receiving written notice from the Supplier stating that the sums have not been paid and requiring payment; or

(b) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

(c) a Third-Party vendor notifies the Supplier that the Customer has breached its obligations under the Third-Party vendor's terms and conditions, and as a result, that contract will be terminated.

20.3 Either party may terminate the Agreement 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 (being a company or limited liability partnership) 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 any of its creditors;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);

(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 (being a company);

(e) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(f) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of 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 the other party's assets and such attachment or process is not discharged within 14 days; or

(h) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

21. Consequences of termination

21.1 On expiry of this Agreement:

(a) the Customer shall immediately pay to the Supplier all the Supplier's outstanding unpaid invoices and any interest applicable and, in respect of the Services supplied or committed to by the Supplier under a Third-Party Agreement, but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) If a SOW is terminated prior to the expiration of the Services Period, the Customer shall be liable to pay to the Supplier all Charges that would have been due to the Supplier if the SOW had remained in force for the duration of the Services Period.

(c) the Customer shall within a reasonable time, return all the Supplier’s Equipment. If the Customer fails to do so, then the Supplier shall be entitled and the Customer grants the Supplier an irrevocable licence to enter the Customer’s premises and take possession of Supplier’s Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

(d) the following clauses shall continue in force: clause 1 (Interpretation), clause 8 (Non-solicitation), clause 13 (Intellectual property rights), clause 14 (data protection), clause 15 (Confidentiality), clause 17 (Limitation of liability), clause 21 (Consequences of termination), clause 22.4 (Waiver), clause 22.6 (Severability), clause 24 (Governing law) and clause 25(Jurisdiction).

21.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

22. General Provisions

22.1 Force Majeure Event

Neither party shall be liable for delay or failure in the performance of its obligations hereunder if such delay or failure arises from the occurrence of events beyond the reasonable control of such party, which events could not have been prevented by the exercise of due care and could not have been foreseen at the time of entering into this Agreement, such as fire, explosion, flood, storm, labour strikes, Acts of God, epidemic or pandemic, war, acts of terrorism, embargo, riot, or the intervention of any governmental authority, nuclear chemical or biological contamination or sonic boom; provided that the party suffering the delay or failure immediately notifies the other party of the reason for the delay or failure and acts diligently to remedy the cause of such delay or failure. Notwithstanding the foregoing, any delay or failure exceeding thirty (30) days shall be grounds for termination by the non-defaulting party, or the non-defaulting party (in its sole discretion) may choose to extend the Term of this Agreement for a period equal to the interruption or delay.

22.2 Assignment and other dealings

The Customer shall not assign, transfer, mortgage, charge, subcontract, any of its rights and obligations under this Agreement, without the prior written consent of the Supplier, which shall not be unreasonably withheld or delayed.

22.3 Variation

Supplier reserves the right to amend these Terms and Conditions from time to time. Any such changes will take effect when communicated to you. If you continue to use our services after such changes are made, you will be deemed to have accepted the updated Terms and Conditions.

22.4 Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. A waiver by either of the parties of any of the covenants, conditions or Agreements to be performed by the other hereunder shall not be construed to be a waiver of any succeeding breach thereof.

22.5 Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22.6 Severability

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

22.7 Entire Agreement

(a) This Agreement supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

22.8 No joint venture

Nothing contained herein will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties.

22.9 Third party rights

Unless expressly stated otherwise this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22.10 Contact Administration and Notices

(a) The parties will designate and maintain principal contacts for purposes of all work and business between them concerning this Agreement and all notices required and other communications required or permitted hereunder. Unless otherwise provided in the SOW, Customer shall use the Supplier's principal contact for any notifications relating to billing disputes. Notwithstanding the notice provision in this Agreement, such notification shall be effected by post or electronically to the e-mail address for the principal contact or hereafter as may be changed by written notice.

(b) Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the email address of the relevant principal contact.

(c) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address as per clause 14.11(b)(i);

(ii) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the Business Day after posting or at the time recorded by the delivery service; or

(iii) if sent by email, at 9.00 am on the next Business Day after transmission.

(d) This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute

resolution.

23. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same Agreement. A scanned (including “pdf”) copy of this Agreement or any SOW containing a copy of a manual signature shall be deemed to be a duly executed manual signature of the parties.

24. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

25. Jurisdiction

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.