CLIENT AGREEMENT

(1) PURCELL RADIO SYSTEMS LIMITED incorporated and registered in England and Wales with company number 06520280 whose registered office is at Suite 4, 5th Floor City Reach, 5 Greenwich Place, London, E14 9NN ("**PURCELL**")

(2) [CLIENT NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] ("**Client"**)

PURCELL supplies a combined managed service comprising telecommunications equipment and telephony services, hosted software applications and platforms and ancillary services that it makes available to licensees for the purpose of managing operational communications in hospital, medical and other establishments. The Client wishes to use PURCELL's service in its administrative and business operations. PURCELL has agreed to provide and the Client has agreed to take and pay for PURCELL's service subject to the terms and conditions of this agreement

SCHEDULE

Effective Date	[ ]
Initial Licence Period	[ ] months commencing on the Effective Date
These Terms & Conditions apply to Purcell Radio Systems quote number(s):	
Relating to the following site(s):	

Purcell Service Contract

CARPS Annual Software Licences	£
CARPS Software Cap Ex Licences	£
CARPS Software Support Licences	£
TopCat Annual Software Licences	£
TopCat Software Cap Ex Licences	£
TopCat Software Support Licences	£
Hardware Maintenance Contract	£
Linnet Software Licence	£
Locator Software Licence	£
Integration Licence	£
Ofcom Licence	£

Purcell Hosting Contract

Hosting Services	£
Hosting Service User Accounts	£
Network & Telephony Services	£

Fixed Cost

Equipment	£

Purcell Professional Fees

Labour	£
Training	£
Project Management	£

Justin Fisk

Signed……

For and on behalf of **Purcell Radio Systems Ltd**

Dated:

Signed……

For and on behalf of **[CLIENT]**

Dated:

TERMS AND CONDITIONS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services and the Documentation, as further described in clause 2 and the term **User** shall mean an Authorised User.

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

Change of Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and shall include a divestiture of all or part of the assets of the Client or the merger or partial merger of the operations of the Client with another entity and the expression **change of control** shall be construed accordingly

Client's Operating Environment: the Client's computing environment (consisting of hardware and software) that is to be used by the Client in connection with its use of the Services and which interfaces with the PURCELL's System in order for the Client to receive the Services.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.6 or clause 11.7.

Client Data: the data inputted by the Client, Authorised Users, or PURCELL on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the General Data Protection Regulation (*(EU) 2016/679*) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Documentation: any document made available to the Client by PURCELL from time to time which sets out a description of the Services and any user instructions for the Services.

Effective Date: the date specified in the Schedule.

Equipment: any ancillary hardware and equipment sold or provided by PURCELL to the Client for use in connection with the Services including Telephony Products.

Further Documents: any invoice, specification or other document provided by PURCELL that provides a description or specification of any of the Services for Equipment or the terms on which such Services or Equipment are to be provided by PURCELL.

Initial Licence Term: the initial term of this agreement as set out in the Schedule

Licence Fees: the fees payable by the Client to PURCELL for the use of the Services as specified in the Schedule.

Licence Term: has the meaning given in clause 14.1 (being the Initial Licence Term together with any subsequent Renewal Periods).

Network Provider: the network telecommunications operator that provides connectivity and airtime services to SIM Cards via its agreement with PURCELLS or its chosen Providers

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Maintenance Policy: PURCELL's policy for providing maintenance services in respect of the Equipment as may be notified to the Client from time to time.

Maintenance Services: the standard maintenance services to be provided by PURCELL to the Client in connection with the Equipment as set out in the Maintenance Policy.

Providers: the third party service or software providers and resellers chosen and appointed by PURCELL from time to time in connection with the provision of any of the Services including any Network Provider.

Renewal Period: the period described in clause 14.1.

Services: the services provided by PURCELL to the Client under this Agreement including where stated in the Schedule or any Further Document the Maintenance Services, Support Services and SIM Services and including also the Documentation.

SIM Card(s): the subscriber identity module(s) supplied by PURCELL to the Client that allows the Client to access and use the Services.

SIM Services: the provision by PURCELL of mobile telecommunications connectivity airtime and data usage services via SIM Cards together with associated services.

Software: the online software applications provided by PURCELL as part of the Services.

Private APN: the private APN (access point name being the point where a mobile device can enter an IP network) that gives a Client direct access to their local area network and allows the Client to specify parameters such as the Private address space allocated to devices.

Public APN: a Network Providers public APN.

Provider Software: any code or software written or provided by Providers which are used by the Client.

Provider Services: any services provided or operated by Providers which are used by the Client as part of the Services.

Support Services: the standard help-desk and support services provided by PURCELL in relation to the Software and Services as set out in the Support Services Policy.

Support Services Policy: PURCELL's policy for providing support in relation to the Services as may be notified to the Client from time to time.

Tariff: PURCELL's quoted charges in relation to the use of SIM Services that may determine the data usage rates and limits for use of the SIM Services.

Telephony Products: telephone lines, telephone calls, call recording services, cloud services, trunking, associated and ancillary products and services used in connection with telephony and any other products or services designated by PURCELL as telephony products including SIM Cards and SIM Services, where relevant.

User Licences: the user subscriptions purchased by the Client pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors or permitted assigns].

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 it is in force as at the date of this agreement.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

2. User Licences

2.1 These conditions prevail over any inconsistent terms or conditions contained or referred to in the Client's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. No addition to, variation of, exclusion or attempted exclusion of any term of this agreement shall be binding on PURCELL unless in writing and signed by a duly authorised representative of PURCELL.

2.2 With effect on and from the Effective Date PURCELL hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Client and the Authorised Users to use the Services during the Licence Term solely for the Client's internal business operations. This licence is subject to the Client purchasing the User Licences in accordance with clause 3.3, making the payments referred to in clause 9.1, and observing the restrictions and the other terms and conditions of this agreement.

2.3 In relation to the Authorised Users, the Client undertakes that:

(i) where a maximum number of Authorised Users is stated in the Schedule or any Further Document the number of users it authorises to access and use the Services shall not exceed the number of User Licences it has purchased from time to time;

(ii) it will not allow or suffer any User Licence to be used by more than one individual Authorised User (save in the case of generic authorisation codes that have been provided and specifically confirmed in writing by PURCELL to be generic and in such case subject to such restrictions as PURCELL may require) unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(iii) each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than quarterly and that each Authorised User shall keep his password confidential;

(iv) it shall maintain a written, up-to-date list of current Authorised Users and provide such list to PURCELL within 3 Business Days of PURCELL's written request at any time or times;

(v) it shall permit PURCELL or PURCELL's designated auditor to audit the Services in order to establish the name and password of each Authorised User and PURCELL's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at PURCELL's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;

(vi) if any of the audits referred to in clause 2.3(v) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to PURCELL's other rights, the Client shall promptly disable such passwords and PURCELL shall not issue any new passwords to any such individual; and

(vii) if any of the audits referred to in clause 2.3(v) reveal that the Client has underpaid Licence Fees to PURCELL, then without prejudice to PURCELL's other rights, the Client shall, should PURCELL in its sole discretion so require, pay to PURCELL an amount equal to such underpayment as calculated in accordance with the standard prices of PURCELL within 10 Business Days of the date of the relevant audit.

2.4 The Client shall not, and shall procure that the Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, (ii) harassing or racially or ethnically offensive (iii) facilitates illegal activity (iv) depicts sexually explicit images (v) promotes unlawful violence (vi) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or (vii) is otherwise illegal or causes damage or injury to any person or property, and PURCELL reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to the Services in the event of any breach of the provisions of this clause.

2.5 The Client shall not, and shall procure that the Authorised Users shall not:

(i) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(ii) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(iii) use the Services and/or Documentation to provide services to third parties; or

(iv) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(v) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause.

2.6 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify PURCELL.

2.7 The rights provided under this clause are granted to the Client only, and shall not be considered granted to any subsidiary, associated or holding company of the Client unless otherwise agreed in writing by PURCELL.

2.8 Where PURCELL specifies that any User Licences may only be used by Authorised Users at a specific site or address of the Client, the Client shall procure that such User Licences are only used at such specified site.

2.9 If PURCELL requires access to the Client's Operating Environment to perform the Services, the Client shall provide such access and provide a suitable work environment to enable the PURCELL to perform such Services subject to PURCELL complying with such internal policies and procedures of the Client as may be notified to the PURCELL in writing from time to time.

2.10 The Client shall use the Services (i) only for lawful purposes and in accordance with this Agreement (ii) virus-check all data supplied to PURCELL pursuant to this Agreement (iii) make the Client's Operating Environment accessible to the PURCELL's support staff, enable logons or passwords required for such support staff, and provide appropriate hardware interface, software and access authorisation to enable remote diagnosis, should such capability be required (iv)provide all information and make available all resources as reasonably requested by PURCELL in the execution of its obligations under this Agreement (v) use best efforts to follow the instructions of PURCELL support personnel and will remain courteous during any communications with PURCELL personnel (vi) gather all relevant information prior to requesting assistance including detailed fault description, and procedures required to replicate a problem (vii) if it is necessary or desirable for PURCELL to access or use any Client-owned equipment, software or data it shall grant to PURCELL a non-exclusive, royalty free licence to use the same solely for the purpose of delivering the Services.

3. Additional user subscriptions

3.1 The Client may, from time to time during any Licence Term, purchase additional User Licences in excess of the number referred to in clause 2.3 subject always to clause 3.2 and clause 3.3, and PURCELL shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

3.2 If the Client wishes to purchase additional User Licences, the Client shall notify PURCELL in writing. PURCELL shall evaluate such request for additional User Licences and respond to the Client with approval or rejection of the request (such approval not to be unreasonably withheld). Where PURCELL approves the request, PURCELL shall activate the additional User Licences within 30 days of its approval of the Client's request or of receipt of payment by PURCELL whichever is the later date.

3.3 If PURCELL approves the Client's request to purchase additional User Licences, the Client shall, within 30 days of the date of PURCELL's invoice, pay to PURCELL the relevant fees for such additional User and, if such additional User Licences are purchased by the Client part way through the Initial Licence Term or any Renewal Period (as applicable), such fees may at the option of PURCELL be pro-rated from the date of activation by PURCELL for the remainder of the Initial Licence Term or then current Renewal Period (as applicable).

4. Services

4.1 PURCELL shall, during the Licence Term, provide the Services and make available the Documentation to the Client on and subject to the terms of this agreement.

4.2 The additional provisions of Annex 1 below will apply to the provision of the SIM Services.

4.3 The addition provisions of Annex 2 below will apply to the supply of any Equipment.

4.4 The addition provisions of Annex 3 below will apply to the supply any Telephony Products.

4.5 PURCELL shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(i) planned maintenance carried out during the maintenance window of 10.00 pm to 6.00 am UK time; and

(ii) unscheduled maintenance performed outside Normal Business Hours, provided that PURCELL has used reasonable endeavours to give the Client at least 6 Normal Business Hours' notice in advance.

4.6 PURCELL will, as part of the Services and in consideration of the support fees set out in the Schedule or any Further Document, provide the Client with PURCELL's standard customer Support Services during Normal Business Hours in accordance with PURCELL's Support Services Policy in effect at the time that the Services are provided. PURCELL may amend the Support Services Policy in its sole and absolute discretion from time to time. The Client may purchase enhanced support services separately at PURCELL's then current rates.

4.7 PURCELL will, as part of the Services and in consideration of the maintenance fees set out in the Schedule or any Further Document, provide the Client with PURCELL's standard Maintenance Services during Normal Business Hours in accordance with PURCELL's Maintenance Policy in effect at the time that the Services are provided. PURCELL may amend the Maintenance Policy in its sole and absolute discretion from time to time. The Client may purchase enhanced maintenance services separately at PURCELL's then current rates.

5. Client data

5.1 The Client shall own all right, title and interest in and to all of the Client Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data.

5.2 The Client shall be solely responsible for making and maintaining back-ups of its Client Data. PURCELL shall follow such archiving procedures for Client Data as it shall in its sole discretion consider necessary or appropriate from time to time. PURCELL shall have no liability to the Client in the event of any loss or damage to Client Data for any reason, but will at the cost of the Client use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by PURCELL in accordance with its archiving procedure described above. PURCELL shall not without prejudice to the generality of the foregoing be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party.

5.3 PURCELL shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Client Data as may be notified to the Client from time to time, as such document may be amended from time to time by PURCELL in its sole discretion.

5.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

5.5 The parties acknowledge that:

(i) if PURCELL processes any personal data on the Client's behalf when performing its obligations under this agreement, the Client is the data controller and PURCELL is the data processor for the purposes of the Data Protection Legislation (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

(ii) the scope, nature and purpose of processing by PURCELL, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject shall be agreed between the parties.

(iii) subject to the prior written consent of the Client not to be unreasonably withheld or delayed, the personal data may be transferred or stored outside the EEA or the country where the Client and the Authorised Users are located in order to carry out the Services and PURCELL's other obligations under this agreement.

5.6 Without prejudice to the generality of clause 5.4, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to PURCELL or its Providers for the duration and purposes of this agreement so that PURCELL or its Providers may lawfully use, process and transfer the Personal Data in accordance with this agreement on the Client's behalf.

5.7 Without prejudice to the generality of clause 5.4, PURCELL shall, in relation to any Personal Data processed in connection with the performance by PURCELL of its obligations under this agreement:

(i) process that Personal Data only on the written instructions of the Client unless PURCELL is required by the laws of any member of the European Union or by the laws of the European Union applicable to PURCELL to process Personal Data (**Applicable Laws**). Where PURCELL is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, PURCELL shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit PURCELL from so notifying the Client;

(ii) not transfer any Personal Data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

(i) the Client or PURCELL has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) PURCELL complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) PURCELL complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(iii) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(iv) notify the Client without undue delay on becoming aware of a Personal Data breach;

(v) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(vi) maintain complete and accurate records and information to demonstrate its compliance with this clause 5.

5.8 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

5.9 PURCELL shall not save as provided in clause 5.10 transfer Personal Data to, or permit the processing of Personal Data by, any third party (for the avoidance of doubt including its Affiliates) save to PURCELL's employees, except (i) with the Client's prior written consent in each case (such consent not to be unreasonably withheld or delayed (ii) and where the Client has given such consent, PURCELL has entered into a written contract with that third party under which that third party agrees to obligations that are equivalent to PURCELL's obligations set out in this clause.

5.10 PURCELL may transfer Personal Data to, or permit the processing of Personal Data by, any third party if required to do so by Applicable Law, in which case PURCELL shall (to the extent permitted by Applicable Law) give the Client prior written notice of such requirement.

5.11 Either party may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

5.12 PURCELL shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Client Data caused by any third party.

5.13 The Client authorises PURCELL to appoint its Providers as primary administrators of any part of the Services for the Licence Term, that such Providers may be granted access to Client Data, and that the privacy practices of such Providers may differ from PURCELL's privacy practices.

5.14 PURCELL may on its own behalf and for its Providers collect, use, transfer, disclose, and otherwise process Client Data, including personal data. The Client consents to the Providers providing PURCELL with Client Data and information that the Client provides to such Providers for purposes of ordering, provisioning and administering the Services. The Client consents to the processing of personal information by PURCELL and the Providers and their respective agents to facilitate the subject matter of this Agreement. The Client shall notify the individual users of the Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed PURCELL or its Providers or as required by law, and the Client shall obtain the users' consent to the same. The Client appoints PURCELL as its agent for purposes of interfacing with and providing instructions to any Providers in connection with the Services

6. Third party providers

The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. PURCELL makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not PURCELL. PURCELL recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. PURCELL does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. PURCELL's obligations

7.1 PURCELL undertakes that any Services that it has agreed to provide to the Client will be performed substantially in accordance with the Documentation (if any) and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to PURCELL's instructions, or modification or alteration of the Services by any party other than PURCELL or PURCELL's duly authorised contractors or agents. If the Services do not conform to the foregoing undertaking, PURCELL will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, PURCELL:

(i) does not warrant that the Client's use of the Services will be uninterrupted or bug or error-free; or that the Services, Documentation, Equipment and/or the information obtained by the Client through the Services will meet any specific requirements of the Client; and

(ii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services, Documentation and Equipment may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 PURCELL makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the provision, use or operation of any Provider Software or Provider Services.

7.4 This agreement shall not prevent PURCELL from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

7.5 PURCELL warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7.6 If any regulatory change affects the manner in which any of the Services may be provided or the cost of such provision, PURCELL may vary the Services and its charges to the extent necessary to comply with such regulatory change and meet any such any additional costs. Without prejudice to the foregoing PURCELL reserves the right to modify the Services for any reason provided that this has no significant adverse effect on PURCELL's obligations or performance under this Agreement and its provision of the Services.

7.7 PURCELL agrees to abide by the policies set out in Annex 4.

8. Client's obligations

The Client shall, and shall procure that the Authorised Users shall :

(i) provide PURCELL with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by PURCELL;

in order to provide the Services, including but not limited to Client Data, security access information and configuration services;

(ii) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

(iii) carry out all other Client responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, PURCELL may adjust any agreed timetable or delivery schedule as reasonably necessary;

(iv) ensure that the Authorised Users use the Services, Equipment and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

(v) obtain and shall maintain all necessary licences, consents, and permissions necessary for PURCELL, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(vi) ensure that its network and systems comply with the relevant specifications provided by PURCELL from time to time;

(vii) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to PURCELL's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;

(viii) use the Services only in accordance with this Agreement;

(ix) not install or use any software or technology not approved by PURCELL in connection with the Services, nor work around any technical limitations or restrictions in any Services;

(x) not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters the use of the Services; and

(xi) not except as expressly permitted by PURCELL distribute, sublicense, rent, lease, lend, resell or transfer any Services, in whole or in part, or use them to offer hosting services to a third party.

9. Charges and payment

9.1 The Client shall pay the Licence Fees to PURCELL in accordance with the Schedule or any Further Document notified to the Client from time to time.

9.2 The Client shall on the Effective Date provide to PURCELL valid, up-to-date and complete credit card details or approved purchase order information acceptable to PURCELL and any other relevant valid, up-to-date and complete contact and billing details and, if the Client provides its credit card details to PURCELL, the Client hereby authorises PURCELL to bill such credit card on the Effective Date for the Licence Fees payable in respect of the Initial Licence Term and subject to clause 14.1, on each anniversary of the Effective Date for the Licence Fees payable in respect of the next Renewal Period.

9.3 If the Client provides its approved purchase order and billing information to PURCELL, PURCELL shall invoice the Client on the Effective Date for the Licence Fees payable in respect of the Initial Licence Term and subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Licence Fees payable in respect of the next Renewal Period and the Client shall pay each invoice within 30 days after the date of such invoice.

9.4 If PURCELL has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of PURCELL:

(i) PURCELL may, without liability to the Client, disable the Client's password, account and access to all or part of the Services and PURCELL shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(ii) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 6% over the then current base lending rate of Barclays Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.5 All amounts and fees stated or referred to in this agreement:

(i) shall be payable in pounds sterling;

(ii) are non-cancellable and non-refundable;

(iii) are exclusive of value added tax, which shall be added to PURCELL's invoice(s) at the appropriate rate.

9.6 If, at any time whilst using the Services, the Client exceeds the amount of disk storage space specified by PURCELL, PURCELL shall charge the Client, and the Client shall pay, PURCELL's then current excess data storage fees in accordance with PURCELL's excess data storage fees current from time to time.

9.7 PURCELL shall be entitled to increase the Licence Fees, the fees payable in respect of the additional User Licences purchased pursuant to clause 3.3, support fees payable pursuant to clause and/or the excess storage fees payable pursuant to clause 9.6 at the start of each Renewal Period upon 5 days' prior notice to the Client and upon such notice being given such fees shall be deemed to have been amended accordingly.

10. Proprietary rights

10.1 The Client acknowledges and agrees that PURCELL and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.2 PURCELL confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. Confidentiality

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(i) is or becomes publicly known other than through any act or omission of the receiving party;

(ii) was in the other party's lawful possession before the disclosure;

(iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.6 The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute PURCELL's Confidential Information.

11.7 PURCELL acknowledges that the Client Data is the Confidential Information of the Client.

11.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.9 The above provisions of this clause 11 shall survive termination of this agreement, however arising.

12. Indemnity

12.1 The Client shall defend, indemnify and hold harmless PURCELL against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or the Equipment, provided that:

(i) the Client is given prompt notice of any such claim;

(ii) PURCELL provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and

(iii) the Client is given sole authority to defend or settle the claim.

12.2 PURCELL shall defend the Client, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

(i) PURCELL is given prompt notice of any such claim;

(ii) the Client provides reasonable co-operation to PURCELL in the defence and settlement of such claim, at PURCELL's expense; and

(iii) PURCELL is given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, PURCELL may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on written notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

12.4 In no event shall PURCELL, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

(i) a modification of the Services or Equipment by anyone other than PURCELL; or

(ii) the Client's use of the Services or Equipment in a manner contrary to the instructions given to the Client by PURCELL; or

(iii) the Client's use of the Services or Equipment after notice of the alleged or actual infringement from PURCELL or any appropriate authority.

12.5 The foregoing and clause 13.3(ii) state the Client's sole and exclusive rights and remedies, and PURCELL's (including PURCELL's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of liability

13.1 Except as expressly and specifically provided in this agreement:

(i) the Client assumes sole responsibility for results obtained from the use of the Services and the Equipment by the Client, and for conclusions drawn from such use. Neither PURCELL nor any Provider shall have any liability for any loss or damage caused by errors or omissions in any information, instructions or scripts provided to PURCELL or any Provider by the Client in connection with the Services or the Equipment, or any actions taken by PURCELL at the Client's direction;

(ii) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(iii) the Services and the Equipment are provided to the Client on an "as is" basis.

13.2 Nothing in this agreement excludes the liability of PURCELL:

(i) for death or personal injury caused by PURCELL's negligence; or

(ii) for fraud or fraudulent misrepresentation.

13.3 Subject to clause 13.1 and clause 13.2:

(i) PURCELL shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill, loss of revenues, loss of production, loss of opportunity, loss of anticipated savings, loss of data and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(ii) PURCELL's total aggregate liability in contract (including under clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Licence Fees paid for the User Licences during the 6 months immediately preceding the date on which the claim arose.

13.4 PURCELL does not control the flow of data to or from its network nor other parts of the internet that depend on the performance of internet services provided or controlled by third parties. Actions or omissions of such third parties can impair or disrupt connections to the internet and use of the Services. Whilst PURCELL will use reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, PURCELL cannot guarantee that such events will not occur. Accordingly, PURCELL disclaims any and all liability resulting from or related to such events.

14. Term and termination

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Licence Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months commencing on the expiry of the Initial Licence Period (each a **Renewal Period**), unless:

(i) either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Licence Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Licence Term or Renewal Period; or

(ii) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Licence Term together with any subsequent Renewal Periods shall constitute the **Licence Term**.

14.2 Without affecting any other right or remedy available to it, PURCELL may without liability terminate this agreement and/or any User Licences issued in connection with the Services with immediate effect by giving written notice to the Client if:

(i) the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment;

(ii) the Client commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

(iii) the Client 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.

(iv) 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 the Client 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;

(v) 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 Client;

(vi) a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;

(vii) a creditor or encumbrancer of the Client 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 Client's assets and such attachment or process is not discharged within 14 days;

(viii) the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(ix) the provider of any Provider Software or Provider Services cease to provide such software or services to PURCELL or the Client or varies the terms on which such software or services are provided; or

(x) the Client suffers a Change of Control.

14.3 On termination of this agreement for any reason:

(i) all licences granted under this agreement shall immediately terminate and the Client shall immediately cease all use of the Services and/or the Documentation;

(ii) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(iii) PURCELL may without liability destroy or otherwise dispose of any of the Client Data in its possession unless PURCELL receives, no later than three days after the effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. PURCELL shall use reasonable commercial endeavours to deliver any such back-up as may exist to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) but shall have no liability for failing to do so. The Client shall pay all reasonable expenses incurred by PURCELL in returning or disposing of Client Data; and

(iv) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Force majeure

PURCELL shall have no liability to the Client under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of PURCELL or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

16. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedule or Further Document, the provisions in the main body of this agreement shall prevail unless specified otherwise in the Schedule or such Further Document.

17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this agreement it does not rely on[, and 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.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

22. Assignment

22.1 The Client shall not, without the prior written consent of PURCELL, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22.2 PURCELL may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Notices

25.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

26. Governing law

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.

27. Jurisdiction

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

ANNEX 1
("SIM Services")

1) PURCELL will provide SIM Services in accordance with the terms and conditions of supply of its Providers from time to time which, to the extent so designated by PURCELL from time to time, will be deemed to be incorporated into the terms of this agreement.

2) A SIM Card may only be used to access and use the Services, and for no other reason or purpose.

3) The Client accepts and agrees that:

a) the provision of SIM Services may be affected by a number of factors that are beyond the reasonable control of either the Provider or of PURCELL including the capability of the equipment with which the SIM Cards are used, network over-utilisation, geographic and atmospheric conditions, maintenance requirements and equipment failures. PURCELL will have no liability for any loss or damage caused in whole or in part by such factors.

b) coverage maps issued by Providers including the Network Providers are a reasonable estimate only of the coverage from time to time available in any given area and are in no way a guarantee of network availability or coverage and PURCELL will have no liability for any loss or damage caused in whole or in part by reason of the inaccuracy of such coverage maps.

c) Providers may contractually limit or cap the amount of usage that its customers are enabled to make of the SIM Services during any given billing period and to suspend the provision of SIM Services to any SIM Card being used on any overseas networks and agrees to pay and to indemnify PURCELL against any additional charges that the Provider levies in consideration of the variation of any such limit and accept that such variations are made at the sole discretion of the Provider.

d) If any Provider requires the payment of a deposit as a condition of delivering or continuing delivery of the SIM Services to one or more SIM Cards, or the release of any bar on a SIM Card, or as a condition of increasing any limit or condition imposed on any SIM Card, or as security for the payment of charges due the Client will pay on demand and indemnify PURCELL against any such payment.

e) any claim in respect of any loss or theft of or damage to any SIM Card shall be made by the Client within seven days of such loss or theft or damage.

4) Risk in any SIM Cards supplied to the Client will pass to the Client upon dispatch from the premises of the Provider. Ownership of any SIM Card will remain at all times the property of the Provider or the relevant Network Provider and shall be returned to PURCELL upon termination of the Agreement at the Client's cost and risk. Failure to return a SIM Card shall incur a charge for each SIM Card not returned at PURCELL's rates then prevailing.

5) If the Client requests a Private APN to be activated, unless the Client expressly states in writing by email to PURCELL that they do not want the Public APN enabled, as a default setting the Public APN will be enabled. The Client acknowledges that the use of the Public APN may incur charges at the rates then prevailing. If the Client requests the Public APN to be disabled PURCELL will use all reasonable endeavours to ensure that the Provider disables the Public APN as soon as possible and in any event within 28 business days of receipt by PURCELL of such request and the Client will pay all charges incurred in connection with the SIM Card up to the disabling of the Public APN.

6) In connection with the SIM Services the Client further represents and warrants to PURCELL as follows:

a) that it will not act or omit to act in any way that may place PURCELL and any Provider in breach of any provisions of applicable law or code of practice, any licence or authorisation applicable to such Provider and will cooperate fully with PURCELL and any Provider to remedy any breach of any such provisions caused by the Client or any Users.

b) to comply with any instructions issued by any Provider from time to time for the use of any SIM Services;

c) to procure that its Users will abide by the terms and conditions of this Agreement.

7) Responsibility for support for the SIM Services is that of and is provided by PURCELL and not by any Provider. Where the provision of a SIM Card by a Provider is subject to a minimum contractual term that exceeds the term of this Agreement or the relevant User Licence, the liability of the Client for any charges related to such SIM Card and the term of this agreement shall be deemed to be extended to the expiry date of such minimum term.

8) The Client shall, in addition to the fees payable under this Agreement be responsible for and pay on demand and indemnify PURCELL for and against any additional charges incurred as result of the Client or any Users exceeding the inclusive allowance for any Tariff or any other limit or restriction applicable to the use of such SIM Card including any roaming charges incurred in connection with any SIM Card.

9) PURCELL reserves the right to require any SIM Card to be updated over the air in accordance with the requirements of the Provider. Where possible reasonable advance notice will be given where such notice is given to PURCELL by the Provider. The Client for itself and on behalf of its Users hereby expressly consent to any such updates and shall procure that all Users provide such consent and where such consent is not obtained PURCELL may suspend or terminate transmission to and from the SIM Card.

10) The Client recognises and agrees that under the terms and conditions that apply between PURCELL and its Providers such Providers reserve the right to charge for certain events that may occur during the Licence Term, such as for example replacement, disabling or cancellation of SIM Cards, and may reserve the right to increase charges. The Client agrees that, should PURCELL so require, any annual charge for the SIM Services will be increased by such charges and agrees to pay such charges on demand.

11) PURCELL reserves the right to change the phone number associated with any SIM Card for any reason and will provide such notice to the Client as is reasonably practicable. Any new phone number will apply to such SIM Card once such notice period has expired. PURCELL reserves the right to recall any SIM Card at any time to enhance or maintain the quality of the Services or the Equipment.

ANNEX 2

(Supply of Equipment)

1) Any quotation for Equipment is valid for a period of 3 months and PURCELL may withdraw it at any time prior to the expiry of that period by notice to the Client. Each order or acceptance of a quotation for Equipment by the Client shall be deemed to be an offer by the Client subject to these conditions. The Client shall ensure that its order is complete and accurate. A binding contract shall not come into existence between PURCELL and the Client unless and until PURCELL issues a written order acknowledgement to the Client, or PURCELL delivers the Equipment to the Client (whichever occurs earlier).

2) No order which has been acknowledged by PURCELL may be cancelled by the Client, except with the agreement in writing of PURCELL and provided that the Client indemnifies PURCELL in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by PURCELL as a result of cancellation.

3) The quantity and description of the Equipment shall be as set out in PURCELL's acknowledgement of order or (if there is no acknowledgment of order) quotation or Further Document. All samples, drawings, descriptive matter, specifications and advertising issued by PURCELL, and any descriptions or illustrations contained in PURCELL's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the contract.

4) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by PURCELL shall be subject to correction without any liability on the part of PURCELL.

5) PURCELL reserves the right (but does not assume the obligation) to make any changes in the specification of the Equipment which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Client's specification, which do not materially affect their quality or performance. Where PURCELL is not the manufacturer of the Equipment, PURCELL shall use reasonable endeavours to transfer to the Client the benefit of any warranty or guarantee given by the manufacturer to PURCELL.

6) PURCELL's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Equipment.

7) All prices shall be as stated in the Schedule or if the Schedule is not complete in any confirmation of order by PURCELL or Further Document. All such prices are exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.

8) PURCELL reserves the right, by giving notice to the Client at any time before delivery, to increase the price of such of the Equipment as has not been delivered to reflect any increase in the cost to PURCELL which is due to market conditions or any factor beyond the control of PURCELL (including without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture or supply), any increase in charges by any Provider, any change in delivery dates, quantities or specifications for the Equipment which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give PURCELL adequate information or instructions.

9) PURCELL may invoice the Client for the price of the Equipment on or at any time after delivery of the Equipment, unless the Equipment is to be collected by the Client or the Client wrongfully fails to take delivery of the Equipment and in either case PURCELL shall be entitled to invoice the Client for the price at any time after PURCELL has notified the Client that the Equipment is ready for collection.

10) The terms of payment shall be with 30 days of the date of PURCELL's invoice, whether or not delivery has taken place or title in the Equipment has passed to the Client..

11) Time for payment of the price shall be of the essence of the agreement.

12) If the Client fails to make payment in full on the due date, the whole of the balance of the price of the Equipment then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy, PURCELL shall be entitled to terminate the agreement or suspend any Services or any further deliveries of Equipment to the Client and charge interest on the amount outstanding from the due date to the date of receipt by PURCELL at the annual rate 6% above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.

13) PURCELL shall use its reasonable endeavours to deliver the Equipment on the date or dates specified in PURCELL's acknowledgement of order, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Equipment and PURCELL is not in any circumstances liable for any delay in delivery, however caused.

14) The Client shall be deemed to have accepted the Equipment when the Client has had three days to inspect it after delivery and has not exercised in writing any right of rejection.

15) PURCELL shall be responsible for any damage, shortage or loss in transit, provided that the Client notifies it to PURCELL (or its carrier, if applicable) upon delivery and the Equipment has been handled in accordance with PURCELL's stipulations. Any remedy under this condition shall be limited, at the option of PURCELL, to the replacement or repair of any Equipment which is proven to PURCELL's satisfaction to have been lost or damaged in transit.

16) The Equipment shall be at the risk of PURCELL until delivery to the Client at the place of delivery specified in PURCELL's acknowledgement of order. PURCELL shall off-load the Equipment at the Client's risk.

17) Ownership of the Equipment shall pass to the Client on the later of completion of delivery (including without limitation off-loading), or when PURCELL has received in full in cleared funds all sums due to it in respect of the Equipment and all other sums which are or which become due to PURCELL from the Client for the provision of Services on any account.

18) Until ownership of the Equipment has passed the Client shall hold the Equipment on a fiduciary basis as PURCELL's bailee, store the Equipment in satisfactory conditions and separately from all the Client's other equipment or that of a third party, so that it remains readily identifiable as PURCELL's property, not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment, and keep the Equipment insured on PURCELL's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of PURCELL, ensure that PURCELL's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for PURCELL and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

19) The Client's right to possession of the Equipment before ownership has passed to it shall terminate immediately if the Client is guilty of any breach of the terms of this agreement if the Client encumbers or in any way charges the Equipment, or if the Client fails to make any payment to PURCELL on the due date.

20) Until ownership of the Equipment is transferred to the Client, the Client grants PURCELL, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or where the Client's right to possession has terminated, to remove it. All costs incurred by PURCELL in repossessing the Equipment shall be borne by the Client.

21) If the Client is provided with any operating system software licence in respect of the Equipment, the Client shall sign and return it to PURCELL within seven days of installation of the software, unless the licence has been supplied on a "shrink-wrap" or "click-wrap" basis.

22) If no software licence has been provided to the Client, the Client hereby accepts a non-exclusive, non-transferable licence to use the software on the following conditions: (i) the Client shall not copy (except to the extent permissible under applicable law which is not capable of exclusion by agreement) or for normal operation of the Equipment), reproduce, translate, adapt, vary or modify the software, nor communicate it to any third party, without PURCELL's prior written consent, (ii) the Client shall not use the software on any equipment other than the Equipment, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the software on the medium on which it resides and (iii) such licence shall be terminable by either party on 7 days' written notice,

23) PURCELL warrants to the Client that the Equipment is free from defects of workmanship and materials. PURCELL undertakes at its option, to repair or replace Equipment (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within 14 day of delivery and installation. PURCELL shall not in any circumstances be liable for a breach of the warranty unless (i) the Client gives written notice of the defect to PURCELL within three days of the time when the Client discovers or ought to have discovered the defect; and (ii) after receiving the notice, PURCELL is given a reasonable opportunity of examining such Equipment and the Client (if asked to do so by PURCELL) returns such Equipment to PURCELL's place of business at the Client's cost for the examination to take place there. PURCELL shall not in any circumstances be liable for a breach of warranty if the Client makes any use of Equipment in respect of which it has given written notice or the defect arises because the Client failed to follow PURCELL's or the Provider's or manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice or the Client alters or repairs the relevant Equipment without the written consent of PURCELL. PURCELL shall not in any circumstances be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.

ANNEX 3

("Telephony Products")

1) In relation to any Telephony Product which is subject to line rental the Client will, and will ensure that Authorised Users will route all outbound calls across the Network Provider specified by PURCELL and, where call recording services are provided as part of the product, that each call to be recorded is routed over such network.

2) The Client agrees that any call recordings and any data included in such call recordings are the sole responsibility and property of the Client. The Client acknowledges that Providers will store only one copy of each recording for a limited period. The Client will bear any storage charges connected with such storage upon request. PURCELL excludes all liability for any calls that are not recorded, stored or deleted for any reason.

3) The Client acknowledges that PURCELL and it Providers retain the right to access and retain call recordings or copies of them for the purposes of observing the call recording performance from time to time, retaining a record of call activity on its network and performing maintenance or resolving incidents. The Client consents to such access and retention.

4) Ownership of any telephone number, dialling code or static IP address provided by PURCELL or by its Providers as part of any Telephony Product will not pass to the Client but will be retained by PURCELL or its Providers.

5) If any number allocated to the Client remains inactive for six consecutive calendar months or call usage amount to 5 minutes or less in any calendar month PURCELL may on notice remove such number from the Client or charge for the retention of such number at its discretion.

6) The Client will notify PURCELL within three days of any significant increase in traffic across its Telephony Products.

7) The Client will and will ensure that its Authorised Users only use any telephone number provided by PURCELL as part of the Services. The use of any such number for any other purpose including the making of outbound calls, will be a material breach of this contract.

8) The Client will retain up-to-date information of any installation address or other information needed in connection with any emergency organisation in accordance with condition 4 of Ofcom's Gen conditions of entitlement from time to time including the full postal address for each telephone number with validated postcode and will cooperate with PURCELL in relation to any audit conducted by PURCELL of this information.

9) Where any Telephony Product is installed by a Provider PURCELL takes no responsibility for the acts and omissions of such Provider. PURCELL reserves the right to cancel any Telephony Product prior to connection or within a reasonable time thereafter where such product cannot be delivered to or installed at a site by reason of geographic, practical or other technical issues or where the cost of providing or installing the product at the site is materially higher than the usual cost of providing such product to a customer and the Client does not agree to pay such additional charges as PURCELL considered reasonable in connection with such installation.

10) The Client shall provide (and shall make sure that it's Authorised Users shall provide), all information and complete all documentation and information required by PURCELL for its providers in order to perform its obligations under this agreement or comply with any regulatory or legislative provision or code of conduct. The Client warrants that any such information is complete, truthful and accurate.

11) Telephony Products are provided for use in the Clients business and on condition that the Client does not resell or otherwise make such products available to any other person other than its own Authorised Users.

12) The Client shall, and shall procure that it Authorised Users shall, use all Telephony Products in accordance with the terms and conditions to which PURCELL is subject under its agreement with Providers, all laws and regulations applicable to the use of such products and any reasonable operating instructions as may be notified in writing to the Client by PURCELL.

13) The Client is responsible for the security of the use of all Telephony Products including protecting all passwords, backing up all data, employing appropriate security devices, including virus checking software, and having suitable disaster recovery processes in place.

14) The Client will not, and will procure that each Authorised User will not send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that the Client knows or ought reasonably to know will have a material effect on the network over which such calls are routed or any part of it, the provision of the Telephony Product or the other customers of PURCELL for such providers.

15) PURCELL will have the right to withdraw or change any Telephony Product and to terminate or vary any provisions of this agreement in order to comply with any law, regulation or safety requirement, or to take into account the withdrawal of, or a significant change to, the technology used to provide the Telephony Product. In relation to any such withdrawal change PURCELL will provide to the Client as much notice as is reasonably practicable and will use reasonable endeavours to avoid any material adverse impact on the nature of the Services. However, the Client agrees to pay any additional charges reasonably levied by PURCELL in connection with such change or withdrawal. Where a product is withdrawn PURCELL may offer an equivalent or substitute product at its standard rates for providing such equivalent or substitute product.

16) PURCELL reserves the right to invoice the Client electronically for all charges and the Client agrees to pay all such invoices by telegraphic transfer or direct debit within 30 days of the date of the invoice. The Client shall be liable for all charges incurred in connection with Telephony Products whether or not incurred fraudulently or otherwise than in accordance with its policies.

17) PURCELL may vary charges for Telephony Products at any time by giving the Client notice to reflect changing arrangements with any Provider or other third party or changing legal, regulatory or business requirements. The revised charges will apply to all Telephony Products provided after the effective date of the notice of change. Where such change is to the Client's material detriment the customer may within 30 days of receiving such written notice be entitled to terminate the relevant Telephony Products by written notice to PURCELL.

18) PURCELL may perform credit checks on the Client and impose a credit limit on the Client's account for any Telephony Product. If such credit limit is exceeded PURCELL may demand immediate payment of all unpaid charges whether or not invoiced and the Client will remain responsible for all charges incurred including those in excess of such credit limit.

19) The Client must procure at its own expense all permissions, licences, waivers, consents, registrations and approval necessary for PURCELL to deliver and install the Telephony Products at the site or sites specified by the Client and agreed by PURCELL.

20) Where any ancillary equipment is required to be installed at any site the Client must prepare the site in accordance with PURCELL's reasonable instructions to enable. To enable PURCELL to carry out its obligations and exercise its rights under this agreement the Client will upon request by PURCELL permit will procure permission for PURCELL and its Providers to access the relevant site at all reasonable times and PURCELL will have no liability for any loss or damage suffered by reason of the Client's failure to comply with this provision.

21) PURCELL reserves the right without liability no Purcell rate to suspend or discontinue services in connection with any Telephony Product without notice if the relevant network breaks down or needs maintenance, any credit limit is exceeded, fraudulent use of any Telephony Product is suspected, there is a breach of any of the provisions of this agreement by the Client or any Authorised User or any licence subject to which a Provider provides any service to PURCELL is ended, suspended or interrupted.

ANNEX 4

("Policies")

Tax Compliance

PURCELL warrants and undertakes to the Client on the date of this Agreement (i) its tax affairs have not given rise to a criminal conviction in any jurisdiction for tax related offences which is unspent, or to a penalty for civil fraud or evasion and it has procedures in place to ensure that no such tax offence, fraud or evasion should arise; and (ii_) it has not entered into any arrangements or submitted any tax return which has been successfully challenged on the basis of abuse of law or being a transaction the main, or one of the main, purposes of which was the avoidance of any tax and no report under the DOTAS rules (or equivalent rules in any other jurisdiction) has been made or required to be made.

Anti-bribery

PURCELL shall (i) comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-slavery and corruption including the Bribery Act 2010 (ii) not engage in any activity, practice or conduct which would have constituted an offence under the Bribery Act 2010 if such activity, practice or manner had been carried out in the UK; (iii) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by PURCELL in connection with the performance of the Agreement and/or if a foreign public official becomes an officer or employee of PURCELL or acquires a direct or indirect interest in PURCELL (and PURCELL hereby warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Agreement); and for the purpose of this clause the meaning of "foreign public official" and whether a person is associated with another person shall be determined in accordance with, respectively, sections 6(5) and 6(6) and section 8 of the Bribery Act 2010.

Modern Slavery

PURCELL shall (i) comply with all applicable laws, statutes, regulations relating to slavery and human trafficking including but not limited to the Modern Slavery Act 2015 and take reasonable steps to ensure that there is no slavery or human trafficking in PURCELL's supply chains or in any part of their business; (ii) represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act 2015 (without regard to territorial scope of that Act) and that neither PURCELL nor any of its officers, employees, subsidiaries, affiliates or other persons associated with has been convicted of any offence involving slavery and human trafficking, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery or human trafficking;(iii) have and maintain in place throughout the term of the Agreement its own policies and procedures to ensure compliance with all applicable laws, statutes, regulations relating to slavery and human trafficking including the Modern Slavery Act 2015 (iv) implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there is no slavery or human trafficking in its supply chains; (v) notify the Client as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and maintain a complete and accurate set of records to trace the supply chain of all goods and services provided to the Client in connection with the Agreement.