

**STABLELOGIC LTD
MANAGED SERVICES
TERMS AND CONDITIONS**

SECTION 1: DEFINITIONS

1.1 In this Agreement the words and expressions listed below shall have the following meanings:

"Business Day"	means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
"Change Control Procedure"	means the change control procedure set out in the Agreement.
"Commencement Date"	means the date of the start of the service.
"Confidential Information"	means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party.
"Consultancy Services"	means the advice services provided by StableLogic.
"Client Equipment"	means any telephony, computer or other equipment not subject to this agreement and not provided by StableLogic.
"Client Premises"	means the Client's offices and other premises including any location to that the Client requests the Services be provided to.
"Equipment"	means any equipment provided under this agreement.
"Force Majeure Event"	means flood, fire, earthquake, strike, riot, act of government or war, and any other cause, whether similar or dissimilar to those listed, which are beyond reasonable control of the party.
"Good Industry Practice"	means the exercise of that degree of skill, diligence and expertise which would reasonably and be expected from a business providing services similar to StableLogic.
"Incident"	means a request from the Client to StableLogic for the provision of services as detailed in this Agreement.
"Increase in RPI"	means the increase in the retail price index during the previous 12 month period as published by the Office of National Statistics.
"Initial Period"	means the minimum term of the agreement.
"Intellectual Property Rights"	means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing,

trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

"Interest Rate"	8% above the bank of England base rate (as varied from time to time).
"Section"	means a numbered section of this Agreement.
"Service Level Agreement"	means the service levels specified within the Service Level Agreement.
"Services"	means the services provided by StableLogic.
"Third Parties"	means any other supplier to the Client.
"Working Hours"	means 08:00 to 17:00 UK time Monday to Friday excluding public holidays.

SECTION 2: GENERAL TERMS

- 2.1 This Agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the law of England and the parties hereto hereby submit to the jurisdiction of the English courts.
- 2.2 This Agreement sets out the entire agreement between the Client and StableLogic. Any variations to this agreement shall be in writing and signed by both parties.
- 2.3 Words in the singular include the plural and in the plural include the singular.
- 2.4 Headings shall not affect the interpretation of this Agreement.
- 2.5 A reference to one gender shall include reference to the other genders.
- 2.6 Writing or written includes faxes but not e-mail.
- 2.7 StableLogic is an independent Contractor and neither StableLogic nor his staff shall be deemed to be employees of the Client.
- 2.8 Either party's performance of any part of this Agreement, exclusive of payment obligations, shall be excused due to Force Majeure to the extent that it is hindered, delayed or otherwise made impractical.
- 2.9 Neither party shall (except when required to do so by law) disclose any Confidential Information.
- 2.10 The parties agree that during the period of the Agreement, and for a period of 12 months after the Agreement expired or terminated for any reason whatsoever, neither party will directly or by use of an agent, induce or try to induce any parties respective employees to leave their current employer except with the consent of the of the current employer.
- 2.11 In the event that any part of this Agreement be found to be unenforceable, the remainder of the contract would remain in place.

SECTION 3: SERVICE PROVISION

- 3.1 StableLogic shall provide the Services listed in the Order Form to the Client for the period detailed in Order Form.
- 3.2 StableLogic shall solely determine the manner, method and means by which Services will be provided hereunder and the time devoted by StableLogic to the provision of such Services.
- 3.3 StableLogic shall use best endeavours to provide the Services in accordance with the Service Level Agreement.
- 3.4 When StableLogic is managing third parties as part of this Agreement, StableLogic shall be acting as the Client's agent and shall be covered by any agreements between the Client and the third party organisations.

- 3.5 StableLogic may give instructions to third parties on behalf of the Client following either verbal or written instructions from the Client. All contracts, agreements and instructions to third parties will be deemed to have been between the Client and the third party and StableLogic will not be a party to these agreements in any circumstances.
- 3.6 All telephone numbers, lead times, services and any other product or service information quoted by StableLogic to the Client shall be based upon information provided by the Client's suppliers. StableLogic can accept no liability for the accuracy of this information which shall be provided in good faith. Telephone numbers should never be considered as guaranteed until they have been installed and are operational.
- 3.7 For Services where StableLogic's equipment is installed at the Clients site and StableLogic's engineers are required to attend a site and the problems do not relate to StableLogic's equipment StableLogic may charge an abortive visit charge of £295 plus VAT.
- 3.8 Where hardware is provided, the Client will provide full, free and safe access to the site at times mutually agreed by the parties in order to maintain the system. In the event that access is delayed, the Client accepts that this may disrupt the service. In the event that access is not provided at the agreed time, StableLogic may charge an abortive visit charge of £295 plus VAT.
- 3.9 The Client shall be liable for the cost of any damage or loss of StableLogic's equipment while it is installed at the Client's site. StableLogic shall charge the Client for the repair or replacement of any equipment damaged.
- 3.10 Data for immediate access will be stored by StableLogic for twelve months. Reports will only be available for the last twelve calendar months. Should historical reports beyond twelve months be required, the right to make an additional charge is reserved. In all circumstances, data will be held for no more than 3 years.
- 3.11 The parties agree that time is not of the essence for this Agreement.
- 3.12 The Services detailed in the Order Form shall be provided during the Business Day and during Working Hours.
- 3.13 Where appropriate, StableLogic will make every endeavour to ensure that all data is collected from third party systems. Due to the nature of third party systems being beyond StableLogic's control, there is no guarantee that no data will be lost.
- 3.14 The Client agrees to provide StableLogic with all information and assistance reasonably required by StableLogic to provide the services referred to in Order Form above.
- 3.15 Where the Client has remote access to StableLogic's systems, the Client agrees to promptly advise StableLogic: i) If a member of staff leaves and access should be prevented, ii) There is the suspicion of any unauthorised access to StableLogic's systems.
- 3.16 The Client agrees to abide by StableLogic's data security policies when remotely accessing StableLogic's systems.

SECTION 4: INTELLECTUAL PROPERTY

- 4.1 Except as may be agreed in writing between the parties hereto StableLogic shall own all copyright and patent rights developed and obtained as a result of this Agreement.
- 4.2 StableLogic warrants that none of the Services shall infringe the Intellectual Property Rights of any third party. StableLogic shall indemnify the Client to the extent that it suffers any damage, loss, liability, cost, fine or expense of any kind in relation to a claim or allegation from a third party that the Client's use of the Services infringes a third party's Intellectual Property Rights. As a condition of this indemnity the Client must: i) Notify StableLogic forthwith in writing of any allegation of infringement; ii) Make no admission in respect of or settlement of such claim without StableLogics 's prior written consent; iii) Allow StableLogic to conduct all negotiations and defence of proceedings; iv) Provide StableLogic with all reasonable assistance in dealing with the allegation or claim; and allow StableLogic to modify the Services or any part thereof, so as to avoid the infringement, provided that the modification does not materially affect the performance of or charges payable for the Services or any part of them.
- 4.3 If StableLogic does not effect a solution under clause 4.2, or procure the right for the Client to continue using the Services, in each case within 90 days of the date it received notice of the infringement, then either party will be entitled to terminate this Agreement by giving at least 10 days written notice to the other.
- 4.4 Ownership all equipment, software, report layouts and copyright remains with StableLogic.

SECTION 5: LIABILITY

- 5.1 Neither party limits liability for death or personal injury arising from its negligence (or its officers, agents or employees) or any other matter in respect of which liability cannot be limited by law.
- 5.2 StableLogic will take such measures as it may deem necessary to preserve the security of data held on his premises. If data is lost due to fire, theft, equipment failure or any other cause whatsoever, StableLogic's liability will be limited the value of the fees usually charged for the period e.g. if one months data is lost StableLogic will be liable to the extent of one months fees. StableLogic shall not be liable for any loss, either direct or indirect, howsoever caused, due to the loss of data.
- 5.3 StableLogic warrants to the Client that all Services provided in the connection with this Agreement will be appropriate for the purpose and in line with Good Industry Practice, save for which StableLogic makes no other warranties and shall be under no liability for any loss, consequential loss or damage of whatsoever kind resulting to the Client in respect of the provision of the services herein agreed or from the provision of any product or services provided by a third party.
- 5.4 StableLogic's entire liability under this Agreement or for any cause of action related to the Services shall be limited in any 12 month period to the amount paid by the Client to the Consultancy under this Agreement in such a period.
- 5.5 StableLogic excludes all liabilities, costs, expenses, damages and losses suffered or incurred by the Client arising out of or in connection with any fraudulent use of the Services by the

Client's officers, agents or employees or any third party including any officers, agents or employees of a third party.

- 5.6 StableLogic shall put in place processes to manage the Services. Where the Services include cost saving advice, identification of costs or potential fraud, the Consultancy shall use best endeavours to provide these services. However, StableLogic does not accept any liability for failing to identify some or all of these issues.

SECTION 6: PAYMENT

- 6.1 By way of remuneration for his Services hereunder the Client shall pay to StableLogic the fee for services as specified in Pricing Document hereto promptly on the payment days referred to therein.
- 6.2 The Client shall pay interest on late payments of invoices as determined in the Late Payment of Commercial Debts (Interest) Act 1998 as amended. Interest will be payable at 8% above the Bank of England's base rate for all debts overdue by more than 30 days from date of invoice.
- 6.3 All costs exclude VAT which will be added at the prevailing rate at the time of invoicing.
- 6.4 Charges shall be payable from the Commencement Date.

SECTION 7: AGREEMENT CHANGES

- 7.1 This Agreement shall be determined by giving not less than one months notice in writing to the other party. In the event that an Initial Period has been specified in Order Form hereto and the Client terminates the agreement before the end of the agreed period, 100% of the outstanding contract value will be payable to StableLogic immediately.
- 7.2 The costs quoted are based upon the scope of the Services detailed in the Order Form. In the event that the scope of the service changes, StableLogic reserves the right to renegotiate the Agreement.
- 7.3 Any changes to the service shall be considered as detailed in the Change Control Procedure detailed in the Call Off Contract.
- 7.4 The service has been designed to be flexible and adapt to the requirements of the Clients business. However, all changes will be agreed between the parties prior to their implementation.
- 7.5 If the Client requests a delay in the Delivery or Commencement of the services StableLogic shall do its best to accommodate this. However, if this results in StableLogic incurring additional costs, StableLogic will provide the Client with details of these costs and the Client shall pay the additional costs in addition to the costs in the Order Form.

SECTION 8: AGREEMENT TERMINATION

- 8.1 StableLogic may suspend the Services without liability to the Client with immediate effect upon the delivery of a notice in writing to the Client in the event: i) StableLogic believes that the Service is being used in an unauthorised or illegal manner; ii) The Client fails to make any payment on the Due Date; or iii) StableLogic reasonably believes that the Client is unable to pay its debts.
- 8.2 Either party may terminate this Agreement, without prejudice to its other rights or remedies, immediately following written notice if the other party if: i) It is in material breach of any of its obligations under the Agreement and either that breach is incapable of remedy, or that other party has failed to remedy that breach within 30 days after receiving written notice requiring it to do so; or ii) Is unable to pay its debts, or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 8.3 In the event that the agreement terminates, except due to a material breach on the part of the Client, StableLogic shall provide to the Client a list of all services managed under the Agreement. In the event that the Client requires further reports or analysis, this would be at a charge mutually agreed between the parties.
- 8.4 Not more than 3 months after the termination of the Agreement, or immediately upon receipt of a written instruction, StableLogic shall delete all data related to the Client.

SECTION 9: DATA PROTECTION

- 9.1 Processor's Obligations
- a. StableLogic and the Client agree that for the purposes of Data Protection Legislation that the Client shall be the Data Controller and StableLogic shall be the Data Processor in respect of any Personal Data which is transferred from the Client to StableLogic under the terms of this Agreement. The Data Processor may not authorise any third party to process Personal Data provided by the Data Controller without the Data Controller's prior explicit consent to do so. Such consent is always provided on condition that the contractual provisions contained in this clause are imposed on such third party.
 - b. As a Data Processor StableLogic shall process the Personal Data only in accordance with the Client's documented instructions and shall not process the Personal Data for any purpose other than enabling it to fulfil its obligations pursuant to this Agreement or to perform any other activity which may be expressly authorised to perform by the Client from time to time.
 - c. Where a party is a Data Processor pursuant to this Agreement it shall take steps to ensure that its employees are informed of their obligations in relation to Personal Data and that they hold, and shall process such information in confidence and in accordance with all relevant Data Protection Legislation.

9.2 Data Protection Warranties

- a. Each Party warrants to the other that it will process the other's Personal Data in compliance with all applicable Data Protection Legislation.
- b. To the extent that either party to this Agreement processes Personal Data on behalf of the other, it warrants that:
 - i. as Data Processor it will take appropriate technical and organisational measures to secure relevant Personal Data against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data;
 - ii. it will not transfer any Personal Data outside of the European Economic Area without the prior authorisation of the Data Controller;
 - iii. it will assist the controller in responding to any requests made by any relevant Data Subject which concern the exercise of that Data Subjects rights under the GDPR;
 - iv. it shall promptly report to the Data Controller any suspected data breach concerning the Personal Data and shall assist the Data Controller to inform the relevant regulator and affected Data Subjects;
 - v. it shall demonstrate to the Data Controller that it complies with Data Protection Legislation, including through assistance at compliance audits;
 - vi. it shall hold all Personal Data in confidence, subject to security measures no less rigorous than those which it uses to safeguard its own confidential information; and
 - vii. at termination of the Agreement and on request by the other, it shall delete or return to the other all Personal Data (save to the extent it is required to keep it under any laws applicable in England).

9.3 Definitions: In this clause, Data Controller, Data Processor, Personal Data, Data Subject and Processing shall have the meaning given to them in the Data Protection Legislation. Data Protection Legislation shall mean the Data Protection Act 1998, GDPR (and/or such legislation as may give effect to its terms in England and Wales) and all related legislation which may supplement, amend or replace them and which relates to the protection of individual's rights in their personal data and the protection of their privacy. GDPR shall mean Regulation (EU) 2016/679.

9.4 Indemnity: StableLogic shall defend, indemnify and hold Client harmless from and against any claim, costs, fines, expenses and damages incurred by the Client which arise as a result of StableLogic's breach of this clause.