

DISX Terms and Conditions

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EXECUTIVE SUMMARY

This **EXECUTIVE SUMMARY** forms part of this Agreement.

All parties will be bound to the DISX Terms and Conditions.

The Customer understands that a Proposal has informed the issuance of these Terms.

Customer	[Company name] incorporated and registered in England and Wales with company number [company no] whose registered office is at [address]
Customer Point of Contact	[Name] Mobile: Email:
Logiq Point of Contact	Email: commercial@logiqconsulting.co.uk
Customer Finance Point of contact (To be completed by the customer)	Finance Contact: [Name] Finance Contact Telephone No: [Number] Finance Contact Email Address: [Email Address]
Initial Duration	[TBC] from the Effective Date

Renewal Period	TBC
Included:	(DISX Services)
Excluded:	TBC
Customer number Purchase Order	TBC
Charges	[]
Payment	In advance as per Clause 14.

Special Conditions	Minimum User Subscriptions : To be completed once known
SIGNED ON BEHALF OF Logiq Consulting Ltd Signature: Name: Date:	SIGNED ON BEHALF OF Signature: Name: Date:

Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement, together with words shown in bold throughout this Agreement:

Agreement	the Terms and Conditions for the DISX Service.
Applicable Laws	all applicable laws, statutes, regulation and codes applicable for the provision of Services under this Agreement, amended from time to time or in force.
App Hosting	the application hosting services provided under these terms, as detailed in the “Included” row in the Executive Summary.
Available Services	each of the Services offered by Logiq and/or as varied by time to time by Logiq.

Authorised Users	employees, agents and independent contractors of the Customer who are authorised to use the DISX Services, as further described in clause 7.
Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day.
Charges	the sums payable for the Services as set out in the Proposal.
Confidential Information	all confidential information (however recorded or preserved) disclosed by a party or its employees, consultants, officers, representatives, advisers, agents or sub-contractors involved in the provision or receipt of the Services to the other party or that party's representatives in connection with this Agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.
control	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and “controls”, “controlled”, “controlling” and the expression “change of control” shall be construed accordingly.
controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and	as defined in the Data Protection Legislation.

**organisational
measures**

Customer	the party who is the recipient of the Services.
Customer Materials	all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Logiq in connection with the Services.
Customer Systems	any software, systems, technologies, platforms, code, equipment, tools, infrastructure, cabling or facilities, provided by or used by the Customer, its agents, subcontractors or consultants which is directly or indirectly subject to the Services including any such items specified in writing by Logiq from time to time.
Cloud Set-up Services	the configuration and related work referred to in clause 5 and the Proposal to be performed by Logiq to set up the DISX Services.
Customer Devices	any computer equipment either provided to or owned by the Customer on which the Device Set-up Services must be carried out and to which the Cloud Set-up Services and Managed Service are provided, as more particularly detailed in the Proposal.
Data Protection Legislation	all applicable data protection legislation in force from time to time in the UK including the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Data Protection Act 2018, the UK-GDPR each as applied or varied by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit).
Deliverables	any tangible output of the Services to be provided by Logiq (excluding Logiq Equipment and Logiq Materials) as specified in these Terms.
Device Set-up Services	the configuration and maintenance of suitable configuration of a device capable of accessing the DISX Services.

DISX Services	the Cloud Set-up Services and the DISX Services. DISX Services may also include Device Set-up Services dependant on the Proposal.
Duration	the initial period of time for which the Services are provided as set out in the Executive Summary.
Effective Date	the start date of the Service.
Executive Summary	includes a Summary of what has been Agreed in the Proposal.
Group	in relation to the party, any entity that directly or indirectly controls, or is controlled by, that party from time to time and any subsidiary or holding company from time to time.
Hosted Apps	the application and/or other software set out in the Executive Summary which is hosted by Logiq in accordance with these Terms.
High Risk Countries	These are countries with significant security threats as defined by HMG and/or including factors including, high levels of terrorism, political instability, or other factors that pose a substantial risk to national security in the UK.
Intellectual Property Rights	patents, rights to inventions, copyright, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Logiq	Logiq Consulting Limited of Unit 3 The Powerhouse Great Park Road, Bradley Stoke, Bristol, England, BS32 4RU with registered company number 11307972.
Logiq Equipment	any equipment, including tools, systems, cabling, hardware or facilities provided by Logiq to the Customer and used directly or indirectly in the supply of the Services, including any such items specified in the Proposal but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.
Logiq Materials	all documents, information, software, technology, items and materials in any form, whether owned by Logiq or a third party, which are provided by Logiq to the Customer in connection with the Services.
Managed Services	The Services described in the Executive Summary to be performed by Logiq.
Malware	includes any malicious code, trojan, worm, lock, authorisation key or similar device that impairs or could impair the operation of the Software or the DISX Services.
Onsite	the Customer's principal place of business.
Payment Plan	the intervals, timeline or deadline by which all or some of the Charges (as the case may be) are to be paid to Logiq as specified in the Executive Summary.
Point of Contact	the designated point of contact for the Customer and/or Logiq respectively, as specified in the Executive Summary.
Proposal	the document marked as such which details the work proposed by Logiq and as summarised in the Executive Summary.
Rate Card	

Renewal Date	the document marked as such which sets out applicable Charges which may be incurred by the Customer as presented in the Proposal. The last working day of the Initial Duration or any subsequent Renewal Period.
Services	the services which are provided by Logiq to the Customer in accordance with these Terms, including works which are incidental or ancillary to the Services and any variation of the same in accordance with this Agreement.
Special Condition	any specific obligations, limitations, terms, conditions or other contractually important information which overrides or is distinct from the other terms of the Agreement as set out by Logiq in these Terms.
Security Operating Procedures	the document marked as such which indicates the procedures an Authorised User must follow.
Service Level Agreement	the document marked as such which indicates the standard service levels which Logiq will provide to the Customer in relation to the DISX Services as described in Annex A.
Set-Up	the preparation service undertaken by Logiq to ensure that the Hosted Apps is integrated with the relevant software to enable Logiq to provide the App Hosting.
Software	any software used by Logiq to provide the DISX Services to the Customer whether owned or licenced by a third party, the Customer or by Logiq.
Statement of Works	The document that captures all the work activities of the Application Assessment.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, most recently in 2014). the costs incurred by Logiq for and on behalf of the Customer which are required for Logiq to provide the App Hosting.

Third Party Licence**Costs**

User Subscriptions the user subscriptions purchased by the Customer pursuant to clause 7 which entitle Authorised Users to access and use the DISX Services in accordance with these Terms.

VAT value added tax chargeable in the UK.

- 1.2 Headings, titles and words shown with a grey background are for reference and explanation purposes only and shall not affect the interpretation of this Agreement.
- 1.3 References to clauses and Schedules are to the clauses and Schedules of this Agreement; references to paragraphs are to paragraphs of the relevant Schedule to this Agreement.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa, and a reference to one gender shall include a reference to all genders.
- 1.5 Unless the context otherwise requires,
- 1.6 A reference to a statute is a reference to it as amended, extended or re-enacted from time to time and all subordinate legislation made from time to time under that statute.
- 1.7 A reference to **writing** or **written** includes email but not fax, instant messaging or any internet messaging platform or service.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Nothing in this Agreement shall prevent Logiq from entering into similar agreements with third parties, or from developing, using, selling or licensing products or services which are similar to those provided under this Agreement to any third party.
- 1.11 If there is an inconsistency between any parts of the Agreement, the order of precedence is:

1.11.1 any Special Conditions as recorded in the Executive Summary; then

1.11.2 The Terms and Conditions for DISX Services;

1.11.3 The Proposal.

1.12 For the avoidance of doubt, an accepted Proposal means that the DISX Terms and Conditions have been accepted and now the accepted Proposal forms part of the contract.

1.13 No other terms introduced by custom, documents or submitted in any form by the Customer shall alter the order of precedence at clause 1.11, change or form part of the relationship between the parties and/or the terms of this Agreement.

2. **DURATION OF CONTRACT**

2.1 This Agreement shall bind both parties and comes into effect on the Initial Duration date of contract as recorded in the Executive Summary and will automatically renew in accordance with Clause 21 (Renewal and Termination) unless otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

2.2 The Customer may procure any of the Available Services by agreeing to separate Proposals with Logiq which will be governed by this Agreement.

2.3 Logiq is not obliged to provide any Services to any Group of the Customer unless previously agreed between both parties.

3. **CONSULTANCY**

This clause applies where Logiq conducts Consultancy at the request of the Customer of the provision of Consultancy as a service; the parameters of the same will be outlined in writing by Logiq.

3.1 Prior to undertaking the Consultancy, Logiq may issue the Customer with a Proposal or Statement of Work relevant to the scope of that Consultancy.

3.2 Logiq will conduct Consultancy in accordance with this Agreement to assess and determine which of the Available Services the Customer may benefit from and to prepare a corresponding document.

3.3 The Customer shall provide Logiq with all access and equipment necessary, including remote access, for Logiq to undertake the Consultancy and shall, at Logiq's reasonable request, provide assistance and further information to enable Logiq to complete the Consultancy.

3.4 Logiq may apply Charges in respect of Consultancy. The Charges will be calculated on a time spent basis in accordance with the rates provided by Logiq in the Consultancy Proposal.

- 3.5 Logiq reserves the right to recover reasonable expenses incurred as a result of providing the Consultancy, subject to production of receipts and/or evidence of payment for the same.
- 3.6 The Customer is not contractually bound to conduct any recommendations or take any steps (including any general or specific actions or inaction) as made to the Customer by virtue of the Consultancy. Regardless of whether recommendations or steps are followed by the Customer, Logiq's liability to the Customer is limited in accordance with this Agreement.
- 3.7 The advice, guidance and/or recommendations provided in the course of the Consultancy does not constitute and should not be interpreted as legal advice, nor is the advice legally binding. Logiq's liability to the Customer with regards to Consultancy is limited in accordance with clause 20 of this Agreement.
4. **PROPOSAL**
- 4.1 The Customer shall, at Logiq's request, provide as much information (including access to the Customer Systems and Customer Materials) as possible in order for Logiq to prepare the Proposal, depending on the nature of the Services to be provided.
- 4.2 Upon receipt of the Proposal from Logiq, if the Customer wishes to receive the corresponding Services, the Customer must give notice of acceptance of such Proposal within the time frame indicated on the document. For the avoidance of doubt, payment of any sums to Logiq in respect of the Services covered by the Proposal shall be deemed acceptance of the Proposal.
- 4.3 Once Logiq has begun provision of Services no amendments shall be made to the Proposal except in accordance with the clause 29 (Change Control).
- 4.4 An agreed Proposal shall be part of this Agreement and shall not form a separate contract to it.
- 4.5 Further Proposals will not alter and/or affect any previous Proposals, which will continue to bind the parties.
- 4.6 A Proposal that has not been accepted by the Customer in accordance with Clause 4.2 shall be valid for 30 days (unless otherwise specified in the Proposal) after which time Logiq will not be bound to provide the Services as set out in that Proposal and a revised Proposal may be issued by Logiq at its sole discretion.
- 4.7 If there is any obvious, manifest or identifiable error in the Proposal, including any error which comes to light after the Customer's acceptance of the Proposal, Logiq may retract that Proposal and re-issue new one to address any such error and Logiq shall not be bound to the Proposal containing such error.

- 4.8 For the avoidance of doubt, Proposals are separate from one another and each relates to separate Services or additional Services to an existing Proposal.
- 4.9 The terms set out in a particular Proposal are restricted to the Service to which the Proposal relates and not to any other Service.
- 4.10 An accepted Proposal means that the Customer appoints Logiq, and grants Logiq all necessary authority, to enter into licences and install products and software on Customer Systems on the Customer's behalf for the purposes of carrying out Logiq's obligations under this Agreement, including but not limited to, providing remote access to the Customer's systems with the Customer's prior permission.

5. **SET-UP SERVICES**

- 5.1 Logiq shall perform the Cloud Set-up Services, and where applicable, the Device Set-up Services, in accordance with the timetable set out in the Executive Summary. Logiq shall use reasonable endeavours to meet the performance dates set out, but any such dates shall be estimates only, and time shall not be of the essence in this Agreement, except where set out to the contrary.
- 5.2 Where Logiq do not perform the Device Set-up Services, it is the Customer's sole responsibility to ensure that the Device Set-up Services are adequately and correctly performed. The Customer acknowledges that the functionality of the DISX Services may be limited in this circumstance and Logiq accepts no responsibility for any failure of the DISX Services arising from the Customer (or a third party) carrying out the Device Set-up Services.
- 5.3 Where the Customer provides their own Customer Devices;
 - 5.3.1 the Customer warrants and undertakes that it has the right to provide the Customer Devices to Logiq and to authorise the use of these devices in the provision of the DISX Services;
 - 5.3.2 it is the Customers sole responsibility to ensure that the Customer Devices meets the requirements set out in the Proposal;
 - 5.3.3 all title and risk vests with the Customer in the Customer Devices at all times;
 - 5.3.4 the Customer shall purchase the equipment as specified in the Proposal or as otherwise agreed with Logiq;

- 5.3.5 The Customer acknowledges that the Customer Devices must be kept up to date with updates to Software and the functionality of the DISX Services may be impeded or access to the DISX Services suspended where Customer Devices does not meet the requirements as set out by Logiq from time to time; and
- 5.3.6 the Customer Devices must be provided to Logiq (in accordance with any instructions provided by Logiq) in order for Logiq to conduct the Device Set-up Services. For the avoidance of doubt this clause does not apply where Logiq do not provide the Device Set-up Services.
- 5.4 Where Logiq provides the Customer Devices;
 - 5.4.1 where the Customer has elected to purchase the Customer Devices from Logiq (as indicated in the Proposal), title shall pass on payment of the Price for that Customer Devices and risk shall pass on receipt of the Customer Devices.
 - 5.4.2 where the Customer does not wish to purchase the Customer Devices from Logiq (as indicated in the Proposal), title shall not pass to the Customer in any circumstance and risk in the Customer Devices shall pass to the Customer on receipt of that equipment;
 - 5.4.3 where Logiq owns the Customer Devices in accordance with clause 5.4.2 the Customer must keep the Customer Devices in good condition and must return all Customer Devices to Logiq upon termination or expiry of this Agreement howsoever arising;
 - 5.4.4 and the Customer Devices are virtual machines, the Customer shall take all necessary steps to delete, uninstall, and otherwise prevent further access to these upon termination of this Agreement;
 - 5.4.5 the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4, and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 5.5 When Logiq considers that the DISX Services are ready for activation it shall notify the Customer and start the provision of the DISX Services to the Customer either on the date as indicated in the Proposal or as otherwise notified by Logiq to the Customer.
- 5.6 Any upgrade and/or update to the DISX Services is at the full discretion of Logiq.
- 5.7 Logiq reserves the right to change provider of any application, third party provider and/or software used in the DISX Services.

5.8 For the avoidance of doubt, items listed in the “Excluded” row in the Executive Summary are excluded from the DISX Services.

6. **SERVICE PROVISION**

6.1 Logiq shall provide the DISX Services from the date as set out in the Executive Summary until termination of this Agreement for any reason.

6.2 The Customer shall not provide the DISX Services directly or indirectly to third parties.

6.3 Where the DISX Services grant Authorised Users access to any third-party system, the Customer shall ensure that the Authorised Users have all necessary authorities, permissions or licenses they require to do so.

6.4 Logiq reserves the right to modify or replace any Software in its network or in the equipment used to deliver the DISX Services, provided that this has no adverse effect on the Customer.

6.5 Logiq will provide the DISX Services with all reasonable skill and care and provided in accordance with the provisions of this Agreement.

6.6 Logiq does not warrant that the Customer's use of the DISX Services shall be uninterrupted or error-free.

6.7 Logiq will not be liable in the event that the domain name registry refuses to register the domain name requested by the Customer, or if the domain name registry subsequently suspends or revokes any registration for that domain name.

7. **USER SUBSCRIPTIONS**

7.1 Subject to the Customer purchasing the User Subscriptions in accordance with the Proposal, Logiq hereby grants to the Customer a non-exclusive, non-transferable, terminable right to permit the Authorised Users to use the DISX Services solely for the Customer's internal business operations.

7.2 In relation to the Authorised Users, the Customer undertakes that:

7.2.1 The maximum number of Authorised Users that it authorises to access and use the DISX Services shall not exceed those for which the Customer has paid;

7.2.2 each Authorised User shall abide by the requirements set out by Logiq in their Security Operating Procedures document as made available to all Authorised Users and any other requirements notified from Logiq to the Customer or Authorised Users from time to time.

- 7.2.3 it shall permit Logiq to audit the DISX Services in order to establish the identity and verify that each Authorised User is only being used by one individual. Such audit will be conducted at Logiq's expense, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and
- 7.2.4 if any of the audits referred to in clause 7.2.3 reveal that the Customer has underpaid the Price then without prejudice to Logiq's other rights, the Customer shall pay an amount equal to such underpayment as calculated in accordance with the prices set out in the Proposal within 10 Working Days of the date of the relevant invoice.
- 7.3 The Customer shall not knowingly or recklessly access, store, distribute or transmit any Malware, or any material during the course of its use of the DISX Services that infringes Logiq's Security Operating Procedures and Logiq reserves the right, without liability to the Customer or prejudice to Logiq's other rights, to disable the Customer's access the DISX Services (in whole or in part) and/or to any material that breaches the provisions of this clause and to terminate this Agreement in the event of a breach of this clause. Logiq shall have no obligations to provide services to the extent the same involves or is associated with any material which breaches the Security Operating Procedures.
- 7.4 Except as specifically allowed for by law or within this Agreement the Customer shall not, (and shall not attempt to);
 - 7.4.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the DISX Services in any form or by any means; or
 - 7.4.2 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the DISX Services; or
 - 7.4.3 access all or any part of the DISX Services in order to build a product or service which competes with the DISX Services; or
 - 7.4.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the DISX Services available to any third party except the Authorised Users, or
 - 7.4.5 attempt to obtain, or assist third parties in obtaining, access to the DISX Services; or
 - 7.4.6 perform stress tests or similar load testing.

- 7.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the DISX Services and, in the event of any such unauthorised access or use, promptly notify Logiq of the same.
- 7.6 Logiq reserves the right to introduce alternative and/or additional security and/or authorisation methods in the future provided that, in the circumstances of the changes being introduced, Logiq gives the Customer reasonable notice of any such changes.
- 7.7 If, in accordance with clause 7.2.1, the maximum number of Authorised Users as indicated on the Proposal is exceeded, the Customer shall purchase the additional user subscriptions from Logiq at the agreed rate. Any such agreement is to be made and documented in accordance with clause 29 of this Agreement to be effective.
- 7.8 The Customer may, from time to time during the Agreement, purchase additional User Subscriptions and any such additional User Subscriptions shall be payable in accordance with clause 14.
- 7.9 Any additional User Subscriptions shall now form part of the Agreement and the minimum users agreed shall be increased in line with the additional User Subscriptions purchased.
- 7.10 The User Subscriptions agreed shall not be reduced for the duration of the Agreement and Logiq reserves the right to charge administrative fees for any changes to the User Subscriptions requested by the customer.
8. **APP ASSESSMENT AND HOSTING (IF APPLICABLE)**
- 8.1 At the Customers request of an Application Assessment and Implementation, Logiq will use reasonable endeavours to provide the Assessment and Set Up to the Customer as soon as reasonably practicable.
- 8.2 Following receipt of a request of an Application Assessment from the Customer, Logiq will provide a detailed Statement of Work in accordance with Clause 3 which will contain a breakdown of all the costs and work associated with the App Assessment.
- 8.3 The Customer agrees to fully cooperate with Logiq to enable Logiq to undertake the Application Assessment and the Customer agrees to ensure that any relevant third-party vendor cooperates and assists Logiq in relation to the assessment.
- 8.4 The Customer agrees to provide any information that Logiq requires to conduct the Application Assessment, including but not limited to log-in details, passwords and/or access to the application.

- 8.5 Following the completion of the application assessment, Logiq may or might need to switch off some of the Application functionality in order to comply with the DISX Service and Logiq shall not be liable for the Application's functionality and integration with the Customer's systems.
- 8.6 Both parties may propose amendments to the Statement of Works at any time during the agreement, and both parties shall negotiate in good faith to reach an agreement on any proposed amendments. Amendments may include changes to the scope of the application assessment, timelines or other aspects outlined in the Statement of Work.
- 8.7 For the avoidance of doubt any and all timescales provided are estimates only and Logiq does not guarantee that the application assessment will be successful upon completion.
- 8.8 Payment for the Application Assessment shall be made in accordance with Clause 15 of this Agreement.
- 8.9 The Customer agrees to provide any information that Logiq requires to provide the Hosted Apps, including but not limited to log-in details, passwords and/or access to the Hosted Apps.
- 8.10 Logiq shall notify the Customer once the Set Up is complete and the Customer must test the App Hosting service and notify Logiq of any issues and acceptance within seven Business Days from notification. Logiq shall, at its discretion, determine whether any such issue has a material detrimental effect on the App Hosting and endeavour to remedy any issues of the Customer's notification as soon as reasonably practicable.
- 8.11 Any upgrade and/or update to the App Hosting is at the full discretion of Logiq.
- 8.12 Logiq reserves the right to change provider of any application, third-party provider and/or software used in the App Hosting.
- 8.13 For the avoidance of doubt, items listed in the "Excluded" row in the Executive Summary are excluded from the App Hosting.
- 8.14 Logiq, as set out in the Proposal, may install and update (including patching) unsupported third-party software, however, Logiq is under no obligation to do so and fully reserves the right to charge for this work in accordance with Clause 15.
9. **CUSTOMER'S USE OF APP HOSTING (IF APPLICABLE)**
- 9.1 The Customer agrees to comply with Logiq's reasonable requests in respect of App Hosting, including the assignment and/or transfer of hosting provider.
- 9.2 The Customer agrees to ensure that Logiq is fully equipped and able to transfer the Hosted Apps to a third-party service provider.
- 9.3 The Customer agrees to inform Logiq of any changes, modifications, adaptations, or re-designs to the Hosted Apps in advance of the same and provide Logiq with details of any changes to the Hosted Apps.

- 9.4 The Customer agrees to inform Logiq of a change or likely change in the Hosted Apps and/or the developer of the Hosted Apps.
- 9.5 Any registration of the Hosted Apps and its ongoing use is subject to the relevant registry's terms and conditions of use which the Customer should consider and comply with.
- 9.6 The Customer shall not use the App Hosting to:
- 9.6.1 conduct any activities which breach the SysOPs & EULA document, as may be updated from time to time.
 - 9.6.2 store Special Category Data as defined in the Data Protection Legislation without first providing notice to Logiq and the parties entering into a suitable agreement in accordance with Article 28 of the UK GDPR. Logiq reserve the right to refuse or suspend supply of the App Hosting where it is not suitable for Special Category Data storage.
- 9.7 The Customer hereby warrants compliance with paragraph 9.6 and indemnifies (without limitation) Logiq in respect of any breach of the same.
10. **CHANGE, INTERRUPTIONS AND SUPPORT FOR APP HOSTING (IF APPLICABLE)**
- 10.1 Logiq shall provide support in respect of App Hosting in accordance with this Agreement. Logiq does not provide and is not liable for support in respect of the Hosted Apps or with regards to the functionality of such apps.
- 10.2 Logiq shall not be liable to the Customer for any failure or delay in operation of the Hosted Apps and shall notify the Customer where a reported fault with App Hosting is caused by or is solely in respect of a Hosted App.
- 10.3 Logiq may from time to time undertake works which affect all or any part of the App Hosting. If this is the case, Logiq shall attempt to restore the App Hosting as quickly as reasonably possible.
- 10.4 Logiq attempts to provide an uptime in accordance with the Service Level Agreement (Annex A) and shall use reasonable endeavours to keep downtime to a minimum.
- 10.5 Logiq shall not be liable to the Customer where a target time cannot be met due to the action or delay of a third party (including but not limited to, the server or third-party website host, the Customer, its contractors, agents or employees) or an event which would be considered a Force Majeure Event.
- 10.6 Logiq will not be liable in the event that the domain name registry refuses to register the domain name requested by the Customer, or if the domain name registry subsequently suspends or revokes any registration for that domain name.

- 10.7 For the avoidance of doubt, the App Hosting shall not be considered as "unavailable" during maintenance events, for Customer-caused outages or disruptions, outages or disruptions to a third-party service provided, or outages or disruptions attributable in whole or in part to a Force Majeure Event as described in Clause 24.
- 10.8 Logiq cannot guarantee that the App Hosting will be free from interruptions and/or faults. Logiq shall not be liable for any damage caused by any such interruptions or faults.
- 10.9 If a Hosted App goes through the process of a major version update, then the Hosted App will have to undergo an application assessment to ensure it is compliant with the DISX software. Logiq will provide a Statement of Work for such application assessment in line with clause 8.2.
- 10.10 If a Hosted App version is out of date and the Vendor does not provide support or updates for such app, Logiq reserves the right to suspend the use of the Hosted App by the Customer and erase it from the system.
- 10.11 The Customer agrees to notify Logiq of any fault with and/or interruption to the App Hosting promptly and in accordance with this Agreement.
- 10.12 Logiq agrees to investigate any fault and/or interruption that is reported to Logiq within the period of time as described in Annex A and Logiq will not guarantee to provide a solution and/or resolution for any issues with the App Hosting.
- 10.13 If Logiq is required by the Customer to investigate any fault and/or interruption outside of Business Hours, the Customer will be liable for an additional charge which will be detailed in the Proposal.
- 10.14 If the investigation reveals that the fault and/or interruption was caused by the Customer, and/or the Customer's employees, agents, contractors, consultants, Customer Systems, or Customer Materials, then Logiq may charge the Customer for the time spent investigating as detailed in the Proposal.
- 10.15 The Customer agrees to fully cooperate with Logiq to enable Logiq to complete any investigation into the App Hosting.
- 10.16 Logiq reserves the right to suspend the provision of App Hosting in order to investigate faults or for any other reason that Logiq considers necessary.
- 10.17 Logiq may dispatch a Logiq engineer or third-party contractor to attend Onsite and/or connect remotely to provide fault diagnosis and attempt resolution.
- 10.18 Logiq is not liable for any hardware, equipment, software, services, specialist services and/or any other costs which arise from diagnostic and/or investigatory work in relation to the App Hosting.

11. LOGIQ'S RESPONSIBILITIES

11.1 Logiq shall:

- 11.1.1 provide the Services in accordance with relevant good industry practice and using reasonable care, skill and diligence in doing so;
- 11.1.2 use reasonable endeavours to manage, deliver and complete the Services to the Customer, in accordance with this Agreement in all material respects;
- 11.1.3 use reasonable endeavours to meet any timeline specified in the Proposal, but any such dates shall be estimates only and time for performance by Logiq shall not be of the essence of this Agreement;
- 11.1.4 appoint a Point of Contact in respect of the Services to be performed under the Proposals, such person as identified in the Executive Summary. The Logiq Point of Contact shall have authority to contractually bind Logiq on all matters relating to the relevant Services (including authorising an amended Proposal). Logiq may replace its Point of Contact from time to time where reasonably necessary in the interests of Logiq's business;
- 11.1.5 use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to Logiq in advance of attendance at the Customer's premises, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

12. CUSTOMER'S OBLIGATIONS

12.1 The Customer will:

- 12.1.1 ensure that the Proposal is accurate and reflective of the work that the Customer wishes Logiq to provide;
- 12.1.2 co-operate with Logiq in all matters relating to the Services;
- 12.1.3 appoint a Point of Contact in respect of the Services to be performed under this Agreement and ensure that such person is identified in the Executive Summary. The Customer's Point of Contact shall have authority to contractually bind the Customer on all matters relating to the relevant Services, including agreeing to an amended Proposal in accordance with clause 29. Customer may replace its Point of Contact from time to time where reasonably necessary in the interests of Customer's business.
- 12.1.4 provide for Logiq, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data, other facilities and anything else reasonably required by Logiq to enable Logiq to perform its obligations under the Agreement, including any such access specified in the Proposal;

- 12.1.5 provide to Logiq in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under the Proposal or otherwise reasonably required by Logiq in connection with the Services and ensure that they are accurate and complete in all material respects;
 - 12.1.6 in advance of Logiq's attendance at the premises, inform Logiq of all health and safety and security requirements that apply at any of the Customer's premises;
 - 12.1.7 except as identified by the Customer or Logiq prior to the provision of Services, ensure that all the Customer Systems are in good working order and suitable for the purposes for which they will be used;
 - 12.1.8 ensure that Customer Systems complies with any specifications provided by Logiq from time to time and to be, to the extent permitted by law and except as otherwise expressly provided in the applicable Proposal, the Customer is solely responsible for procuring, maintaining and securing its network connections links from its system to Logiq's systems, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections links or caused by the internet;
 - 12.1.9 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Logiq to provide the Services, including in relation to the installation of the Logiq Equipment, the use of all Customer Materials and the use of the Customer Systems, in all cases before the date on which the Services are to start;
 - 12.1.10 ensure that suitable maintenance and support agreements are in place in respect of all Customer Systems and that Logiq may rely on those agreements to seek and receive technical assistance as it may reasonably require in respect of the Customer Systems. This includes providing Logiq any necessary authorisations to speak with such parties and their contact details;
 - 12.1.11 is responsible for preventing unauthorised use of the App Hosting (if applicable), securing any and all passwords, log-in details and access codes supplied and/or used for the purposes of using the App Hosting.
 - 12.1.12 keep, maintain and insure the Logiq Equipment in accordance with Logiq's instructions from time to time and not dispose of or use Logiq Equipment other than in accordance with Logiq's written instruction or authorisation (if applicable);
 - 12.1.13 comply with any additional responsibilities of the Customer as set out in the relevant Proposal or by Logiq in writing from time to time; and
 - 12.1.14 comply with all Applicable Laws.
- 12.2 Neither Party shall not knowingly access, store, distribute or transmit any Malware, or any material during the course of its use of the Services that:

- 12.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 12.2.2 facilitates illegal activity;
- 12.2.3 depicts sexually explicit images;
- 12.2.4 depicts child abuse;
- 12.2.5 promotes unlawful violence;
- 12.2.6 promotes terrorism or extremism;
- 12.2.7 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 12.2.8 is otherwise illegal or causes damage or injury to any person or property;
- 12.2.9 and Logiq reserves the right, without liability or prejudice to its other rights, to disable the Customer's access to any material and/or to refuse to upload any material that breaches the provisions of this clause or any Applicable Laws.

12.3 The Customer shall not act in any way which, in Logiq's reasonable opinion, could:

- 12.3.1 materially affect the quality of any or all of the Services;
- 12.3.2 bring Logiq's name, or the name of any third party used by Logiq to assist with the performance of the Services, into disrepute.

12.4 If Logiq's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Logiq shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer. If such delay has caused Logiq's inability to perform its obligations under this Agreement then Logiq shall not be held liable for such inability to perform any or all of the Services.

13. **EMPLOYEES**

13.1 The Customer must not, without the prior written consent of Logiq, at any time from the Commencement Date or in the 12-month period following expiry or termination:

- 13.1.1 offer employment to or employ or offer or conclude any contract for services with, or solicit or entice the employment or engagement of, or enter into partnership with; or
- 13.1.2 assist any third party so to offer, employ, engage, solicit, entice or enter into partnership with,

any employee, subcontractor, independent contractor or representative of Logiq (“**Relevant Person**”) (whether or not such person would commit any breach of his or her contract with Logiq).

- 13.2 Any consent given by Logiq in accordance with clause 13.1 is subject to and conditional on the Customer paying to Logiq a sum equivalent to 50% of the then current annual salary of the Relevant Person.
- 13.3 The Customer and Logiq acknowledge and agree that TUPE may apply on the commencement of the Services and/or on the termination of the Services (in whole or in part) and/or upon the commencement of the provision of services similar to the Services by a third-party supplier. Accordingly, the Customer and Logiq agree to abide by and be bound by the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, most recently in 2014) and the following:
 - 13.3.1 **Transfer of Employees:** If a relevant transfer occurs, the parties acknowledge that certain employees, whose employment is primarily or solely related to the provision of the Services, may be transferred to the new service provider or may be transferred to the Customer, as the case may be. Both parties commit to cooperate in a timely and efficient manner to ensure the seamless transfer of employment rights and obligations under TUPE.
 - 13.3.2 **Protection of Employee Rights:** The Customer and Logiq shall, as required by TUPE, ensure the continuity of terms and conditions of employment for transferred employees. This includes, but is not limited to, preserving pay, benefits, and other rights in accordance with TUPE. The Customer and Logiq shall inform and consult with the affected employees and their representatives.

14. **CHARGES AND PAYMENT FOR DISX MANAGED SERVICE**

- 14.1 In consideration of the Services, the Customer shall pay the Price in advance as set out in the Proposal. Further charges for additional services or hardware may apply as set out in the Proposal or as set out to the Customer from time to time.
- 14.2 Logiq shall invoice the Customer for the Charges in accordance with the Proposal and invoices raised by Logiq are payable regardless of whether the Customer has issued, and Logiq has used, any reference or order numbering system but Logiq will use reasonable endeavours to include such information on invoices at the written request of the Customer.
- 14.3 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Logiq any sum due under this Agreement on the due date:

- 14.3.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- 14.3.2 Failure to make payment in accordance with clause 14 will be considered a breach of payment terms and Logiq will provide a written notice on the 14th day preceding the last day of when the payment was due advising that payment has not been received. Logiq reserves the right to cancel or temporarily suspend part or all of the Services under this agreement until payment has been made in full, effective within 7 days after providing written notice to the Customer.
- 14.4 If the Customer disputes any invoice (in whole or in part):
 - 14.4.1 the Customer shall immediately notify Logiq in writing to indemnify the invoice or part of any invoice which is disputed and the reasons for dispute;
 - 14.4.2 Logiq shall provide such detail and explanation as it deems appropriate to verify the disputed amount;
 - 14.4.3 the Customer shall pay to Logiq all amounts not disputed by the Customer on the due date as set out in clause 14;
 - 14.4.4 the parties shall negotiate in good faith to attempt to resolve the dispute promptly; and
 - 14.4.5 if the parties have not resolved the dispute within 30 days of the Customer giving notice to Logiq, the dispute shall be resolved in accordance with clause 30 (Dispute resolution procedure).
- 14.5 It is always possible that, despite Logiq's reasonable efforts, some of the Services may be incorrectly priced. Any typographical, clerical or other error or omission in the Proposal or any online description, price list, Statement of Works, acceptance of offer, email, invoice or other document or information issued by Logiq shall be subject to correction without any liability on the part of Logiq.
- 14.6 All sums payable to Logiq under this Agreement:
 - 14.6.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - 14.6.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 14.7 In order to account for rising operating costs, Logiq, at its discretion, may increase the Charges following a review of the Consumer Price Index in the preceding 12-month period. This increase will be in line with the percentage increase of the Consumer Price Index and it will occur each year on the anniversary of the signing of this Agreement.
- 14.8 The User Subscriptions shall automatically renew on the Renewal Date. Logiq shall invoice the Customer on the Renewal Date for the Charges due in relation to the User Subscriptions during the following Renewal Period. The Customer shall pay such invoices in accordance with Clause 14 of this Agreement.
- 14.9 Third-Party Licence Costs related to App Hosting shall be invoiced to the Customer each calendar month, and the Customer agrees to pay the Third-Party Licence Costs to Logiq within 30 days of receipt, to a bank account nominated in writing by Logiq from time to time.
- 14.10 Third-Party Licence Costs related to App Hosting may vary on a monthly basis and accepts that such cost is outside the control of Logiq and Logiq reserves the right to recover from the Customer any Third-Party Licence Costs incurred by Logiq on the Customer's behalf.
15. **CONSULTANCY CHARGES AND PAYMENT (IF APPLICABLE)**
- 15.1 In consideration of the Consultancy Services, the Customer shall pay in advance the Price as set out in the Proposal or Statement of Work. Further charges for additional services may apply as set out to the Customer from time to time.
- 15.2 Where the Charges are calculated on a fixed price basis, the amount shall be set out in the Proposal and any increase in the Charges shall apply to this Agreement which is in force at the date the increase takes effect.
- 15.3 Where the Charges are calculated on a time and material basis:
- 15.3.1 Logiq's consultancy daily fee rates for each individual person as set out in the Proposal are calculated on the basis of a seven-hour day, worked during Business Hours;
- Logiq shall be entitled to charge the overtime rate (as set out in the Proposal) on a pro-rata basis for any time worked by individuals whom it engages on the Services outside Business Hours; and
- 15.3.2 Logiq shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and Logiq shall provide a breakdown of the time spent per individual (within a reasonable time scale) upon the Customer's request.
- 15.4 The Charges include the following, which if applicable shall be payable by the Customer monthly in arrears;

- 15.4.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Logiq engages in connection with the Consultancy Services; and
- 15.4.2 the cost to Logiq of any materials or services procured by Logiq for third-parties for the provision of the Services as such items and their costs are approved by the Customer in advance from time to time.
- 15.5 Logiq reserves the right, by giving notice to the Customer at any time before delivery or performance of the Consultancy Services, to increase the price of such Services that have not yet been delivered or performed to reflect any increase in the cost to Logiq which is due to:
 - 15.5.1 market conditions or any factor beyond the control of Logiq (including without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, changes to the Applicable Laws, significant increase in the costs of labour, materials or other costs of manufacture); and/or
 - 15.5.2 any change requested by the Customer; and/or
 - 15.5.3 an updated daily fee rate of a particular job role, position or individual; and/or
 - 15.5.4 any delay caused by any instructions of the Customer or failure by the Customer to give Logiq adequate information or instruction.
- 15.6 In addition to amendment of Charges in accordance with clause 15.5, Logiq may revise the Consultancy rates once in any 12-month period. Logiq will notify the Customer of any change in daily fee rate and the new rate will apply from the calendar month after notification.
- 15.7 Pursuant of clause 15.5, Logiq reserves the right to amend the Proposal or Statement of Work to reflect any such change in daily fee rate and the Customer agrees to pay the new rate.
- 15.8 Payment of invoices for the Consultancy Services shall be done in accordance with Clause 14 of this Agreement.
- 16. **INTELLECTUAL PROPERTY RIGHTS**
- 16.1 Save for where the contrary is set out in an active Proposal, nothing in this Agreement affects either party's Intellectual Property Rights. Each party grants to the other a licence as is necessary to perform its obligations under this Agreement.
- 17. **DATA PROTECTION**
- 17.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 17.2 The parties acknowledge that:

- 17.2.1 if Logiq processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the controller and Logiq is the processor for the purposes of the Data Protection Legislation.
 - 17.2.2 it is the Customer's sole responsibility to set out the scope, nature, purpose and duration of the processing and the types of personal data and categories of data subject.
 - 17.2.3 the personal data will not be transferred or stored outside the UK in order to carry out the Services and Logiq's other obligations under this Agreement.
- 17.3 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Logiq for the duration and purposes of this Agreement so that Logiq may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf.
- 17.4 Logiq shall, in relation to any personal data processed in connection with the performance by Logiq of its obligations under this Agreement, ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Logiq, 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).
18. **CONFIDENTIALITY**
- 18.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of three years after termination or expiry of this Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 18.2.
- 18.2 Each party may disclose the other party's Confidential Information:
- 18.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement; and
 - 18.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

19. **WARRANTIES**

19.1 Both parties warrant that:

19.1.1 it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative;

19.1.2 it shall comply with and use the Services in accordance with the terms of this Agreement and all applicable laws;

19.2 The Customer warrants, represents and undertakes that:

19.2.1 it has the authority to grant any rights to be granted to Logiq under this Agreement;

19.2.2 it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to license to Logiq, any materials reasonably necessary for the fulfilment of all its obligations under this Agreement, including any third-party licences and consents in respect of any Customer Software; and

19.2.3 Logiq's possession and use in accordance with this Agreement of any materials (including third-party materials supplied by the Customer to Logiq) shall not cause Logiq to infringe the rights, including any Intellectual Property Rights, of any third party.

19.3 Logiq warrants, represents and undertakes that:

19.3.1 it owns, or has obtained valid licences, consents, permissions and rights to enable Logiq to comply with this Agreement and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under this Agreement including for the Customer's use and receipt of the Services, and Logiq shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;

19.3.2 the Customer's possession and use in accordance with this Agreement of any materials (including third-party materials) supplied by Logiq to the Customer shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any third party;

19.3.3 any software or devices provided by Logiq shall be tested for Malware; and

19.3.4 all personnel and sub-contractors used by Logiq in the performance of this Agreement are adequately skilled and experienced for the activities they are required to perform.

20. **LIMITATION OF LIABILITY**

- 20.1 Nothing in this Agreement excludes or limits the liability which is not capable of lawful limitation but all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.
- 20.2 This clause sets out the entire financial liability of Logiq (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any:
- 20.2.1 breach of this Agreement;
 - 20.2.2 use made by the Customer of the Services; and
 - 20.2.3 representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 20.3 The Customer assumes sole responsibility for its use of the Services and Logiq shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Logiq by the Customer in connection with the Services, or any actions taken by Logiq at the Customer's direction.
- 20.4 Neither party shall be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or for any indirect or consequential loss, costs, damages, charges or expenses however arising.
- 20.5 Each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount paid for the Services during the 12 months preceding the date on which the claim arose.

21. **RENEWAL & TERMINATION**

- 21.1 The Services shall continue to be provided unless and until the Customer;
- 21.1.1 requests cessation or suspension of the Service on 30 days written notice at any point after the end of the Initial Duration or;
 - 21.1.2 terminates the Agreement in accordance with this clause.
- 21.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 21.2.1 the other party:
- (a) commits a material breach of any term of this Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (c) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (d) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 21.2.2 an order is made for the:
- (a) winding up of the other party; or
 - (b) appointment of an administrator, over the other party.
- 21.2.3 the holder of a qualifying floating charge over the other's assets has appointed an administrative receiver;
- 21.2.4 a receiver is appointed over all or any of the other's assets;
- 21.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other's assets and such attachment or process is not discharged within 14 days;
- 21.2.6 any event occurs, or proceeding is taken, with respect to the other in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 21.2.1(d) to clause 21.2.5 (inclusive);
- 21.2.7 the other suspends or ceases carrying on all or a substantial part of its business.

21.3 For the purposes of clause 21.2.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

21.3.1 a substantial portion of the Agreement; or

21.3.2 any of the obligations set out in clauses 3 (Consultancy) 11 (Logiq Responsibilities), 12 (Customer's Obligations), 13 (Employees), 14 and 15 (Charges and Payment), 15 (Intellectual Property Rights), 17 (Data Protection), 18 (Confidentiality), 19 (Warranties), 20 (Limitation of Liability), 25 (Anti-Bribery) 26 (Anti-Slavery), 27(Assignments and Other Dealings) or 29 (Change Control) .

over the term of the Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

21.4 Logiq may terminate this Agreement:

21.4.1 if there is a change of control of the Customer. The Customer undertakes and agrees to inform Logiq immediately of any changes in control of the Customer and of any change in the Customer's organisation or method of doing business which might affect the performance of either party's obligations under this Agreement.

21.5 For the avoidance of doubt, this Agreement shall continue in full force and effect as long as there is a valid Agreement with an active (including a renewed) Duration in place.

22. **CONSEQUENCES OF TERMINATION**

22.1 On termination or expiry of this Agreement however arising;

22.1.1 The existing Agreement shall terminate automatically any and all Charges due under any Proposal shall become immediately payable by the Customer;

22.1.2 in respect of the Services supplied but for which no invoice has been submitted, Logiq may submit an invoice, which shall be payable immediately on receipt;

22.1.3 all of Logiq Equipment must be returned to Logiq at a date, time and at a location as set out by Logiq in writing. If the Customer fails to do so, then Logiq may enter the Customer's premises and take possession of Logiq Equipment. Until Logiq Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping;

22.1.4 Logiq may issue the Customer an exit plan and/or exit assistance service (“Exit Plan”) in relation to this Agreement. For the avoidance of doubt the provision of Services under such Exit Plan is subject to the terms and conditions of this Agreement; and

22.1.5 the following clauses shall continue in force: 0 (Interpretation), 13 (Employees), 16 (Intellectual property rights), 18 (Confidentiality), 19 (Warranties) 20 (Limitation of liability), 22 (Consequences of termination), 23 (Publicity), 33 (Waiver), 34 (Severance), 30 (Multi-tiered dispute resolution procedure), 38 (Governing law and Jurisdiction).

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

23. **PUBLICITY**

23.1 With the Customer’s prior permission (not to be unreasonably withheld or delayed), Logiq shall be entitled to disclose, advertise and promote the Services provided to the Customer as an example of the relevant Available Services it offers as part of Logiq’s own marketing, including by inclusion on Logiq’s website and social media platforms.

23.2 The Customer hereby grants to Logiq a royalty-free, fully paid-up, worldwide, non-transferable licence to use the Customer’s trademark and/or trading name for the purposes of marketing Logiq’s Available Services.

24. **FORCE MAJEURE**

24.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, commotion or riots, war, threat of or preparation of war, armed conflict, imposition of sanctions and/or any law or any action taken by a government or public authority (including restrictions of any kind, including movement of people and goods), fire, explosion or accident, interruption, failure or action taken by third party service providers including but not limited to utility service third party software providers, telecommunications and/or broadband provider (**Force Majeure Event**). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, either party may terminate any or all of the affected Services by giving 30 days written notice to the other party. For the avoidance of doubt this clause does not alleviate the duty for either party to mitigate any losses arising from a Force Majeure Event.

25. **ANTI-BRIBERY**

25.1 Both parties shall comply with the Applicable Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

26. **ANTI-SLAVERY**

26.1 Both parties shall ensure compliance with all applicable laws, statutes, regulations in force but not limited to the Modern Slavery Act 2015.

27. **ASSIGNMENT AND OTHER DEALINGS**

27.1 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without Logiq's prior written consent (not to be unreasonably withheld or delayed).

27.2 Logiq may at any time assign, mortgage, charge, delegate, sub-contract, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

28. **VARIATION**

28.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives), save for as otherwise permitted in this Agreement.

29. **CHANGE CONTROL**

29.1 Either party may propose changes to the scope or execution of the Services but no proposed changes will come into effect until an amended Proposal has been agreed in writing by both parties.

29.2 If the Customer wishes to make a change to the Services, the Customer shall inform Logiq of the desired changes and, if Logiq is able to deliver the changes requested, Logiq may prepare an amended Proposal (at Logiq's sole discretion) for the Customer and the procedure set out in clause 29.1 will apply to the approval of any amended Proposal.

29.3 If Logiq wishes to make a change to the Services, Logiq shall inform the Customer of the intended changes and shall prepare an amended Proposal for the Customer. The procedure set out in clause 29.1 will apply to the approval of any amended Proposal.

29.4 If the parties are unable to agree the changes to the Proposal, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 30 (Multi-tiered dispute resolution procedure).

29.5 For the avoidance of doubt, Logiq may amend the Proposal without applying the procedure set out in this clause 29 where the amendment is required by any Applicable Law. Logiq shall notify the Customer of any such amendments to the Proposal as soon as reasonably practicable.

29.6 Proposals that have been amended in accordance with clause 29 forms part of the Agreement and replaces any previous Proposals; an amended Proposal does not form a separate contract between the parties.

30. **MULTI-TIERED DISPUTE RESOLUTION PROCEDURE**

30.1 If a dispute arises out of or in connection with the Agreement or any part of it or the performance, validity or enforceability of the same (**Dispute**) then the parties shall follow the procedure set out in this clause:

30.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, Customer Point of Contact and Logiq Point of Contact shall attempt in good faith to resolve the Dispute;

30.1.2 if the Customer Point of Contact or Logiq Point of Contact are for any reason unable to resolve the Dispute within 15 days of service of the Dispute Notice, the Dispute shall be referred to the directors (or equivalent) of the Customer and Logiq who shall attempt in good faith to resolve it; and

30.1.3 if the parties' directors (or equivalent) are for any reason unable to resolve the Dispute within 15 days of it being referred to them, the parties will attempt to settle it by mediation and the parties must agree on a mediator within 15 days. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting mediation. The mediation will start not later than 90 days after the date of the ADR notice.

30.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 38 which shall apply at all times.

31. **NO PARTNERSHIP**

31.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

32. **THIRD PARTY RIGHTS**

32.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement nor may any entity within control of the Customer enforce any term of this agreement.

33. **WAIVER**

- 33.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 33.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
34. **SEVERANCE**
- 34.1 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.
- 34.2 If any provision or part-provision of this Agreement is deemed deleted under clause 34.1 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.
35. **ENTIRE AGREEMENT**
- 35.1 The Agreement and all of the documents referred to in it constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 35.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that their only liability in respect of those representations and warranties that are set out in the Agreement (whether made innocently or negligently) shall be for breach of contract.
36. **COUNTERPARTS**
- 36.1 Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.
37. **NOTICES**
- 37.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address given in this Agreement or as otherwise notified in writing to the other party.
- 37.2 The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand or courier to registered office or director of a party.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first-class post or other next Working Day delivery service providing proof of postage to the registered office.	Midday on the second Working Day after posting or at the time recorded by the delivery service – whichever is earlier.
Email to an address used by the director or the designated Point of Contact of the other party as previously used in business correspondence.	At the time of transmission if on a Working Day, otherwise at 10:00 on the next Working Day after transmission.

37.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

38. **GOVERNING LAW AND JURISDICTION**

38.1 The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

Annex A

DISX | Service Level Agreement

Version: 2.2

1. Maintenance

- 1.1 Maintenance work that may require interruption of the Managed Services shall not be performed during Working Hours. Logiq may interrupt the Managed Services outside Working Hours for maintenance.
- 1.2 Any maintenance that occurs during Working Hours, or that occur with less notice than required by paragraph 10.7, and which were not requested by the Customer, shall be considered downtime for the purpose of service availability measurement. Logiq shall endeavour to keep any service interruptions to a minimum.

2. Technical support services

- 2.1 The Customer can request technical support via voicemail, e-mail and web form-based incident submittal 24 hours a day, seven days a week. Logiq provides telephone support during Working Hours. Logiq shall use reasonable endeavours to process support requests and determine the source of the problem and respond to the Customer. Logiq shall use reasonable endeavours to respond to and resolve all support requests within the time periods specified below, according to priority.
- 2.2 Logiq shall not be liable to the Customer where a target time cannot be met due to the action or delay of a third party (including but not limited to, the Customer, its contractors, agents or employees) or an event which would be considered a Force Majeure event as defined in clause 25 of the Agreement.

2.3 Logiq shall determine the priority of any incident in accordance with the following table:

Priority	Service Description	Service Restoration Target	Target Response Time	MIM Comms	Progress updates every:	Resolution target (%) in
P1	Critical Service or application is unavailable resulting in a direct and critical business impact to the customer. The incident has resulted in the failure of or has caused serious impact to a Logiq business critical activity. Direct impact on business revenue/reputation or publicity for the Company (this could be an issue only affecting an individual, for example an urgent communication cannot be sent and yet have a major impact on revenue). Serious risk to IT security, (e.g. threat to network)	4 Hours	30 Mins	30 minutes then hourly or at the next agreed interval	1 hour to customer contract authority The Service Desk to take a pro-active approach in making sure that technical updates are made on each High Severity ticket. Any customer escalations to be responded to by the Service Management Lead	90%
P2	Service or application is unavailable or adversely affected resulting in severe but not critical business impact.	8 hours	60 Mins	N/A.	Any customer escalations to be responded to by the Service Management Lead	90%

	Any Incident that impacts a non-critical system or degradation in performance of a critical system. Potential for damage to business revenue/ reputation or publicity.					
P3	Service or application is adversely affected resulting in limited impact. The Incident prevents staff from effectively performing business activities. Group of users are experiencing difficulty in working.	16 hours 2 working days	4 hours	N/A	Any customer escalations to be responded to by the Service Desk Team Lead.	90%
P4	Service or application is adversely affected resulting in limited impact. The Incident prevents a single user from performing their role.	40 hours 5 working days	8 hours	N/A	Any customer escalations to be responded to by the Service Management Lead.	90%

The priority for the Request Fulfilment Process will be in accordance with the following table:

Priority	Service Description	Fulfilment Target	Target Response Time	MIM Comms	Progress updates every:	Resolution target (%) in
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P5	Predefined Service Requests and the evaluation of emerging or new customer requirements (Change Evaluation) Or User requires advice on performing a task with standard software/ hardware.	40 hours 5 working days	8 hours	N/A	N/A Any customer chases/escalations to be responded to by the Service Management Lead.	90%
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3. Service availability

- 3.1 Logiq shall endeavour to provide an uptime service availability level of 99%. An SLA Level of 99% uptime/availability results in the following periods of allowed downtime/unavailability:

99%	Days	Hours	Minutes	Seconds
Monthly		7	18	17
Quarterly		21	54	52
Yearly	3	15	39	29

- 3.2 The Managed Services shall be considered as unavailable only during periods of:

- (a) Priority 1 in accordance with table shown at clause **Error! Reference source not found.** of the Service Level Agreement; and
- (b) unplanned maintenance in accordance with clause 1.2 of the Service Level Agreement.

- 3.3 For the avoidance of doubt, the Managed Services shall not be considered as "unavailable" during Maintenance Events as described in clause 10.7 of the Service Level Agreement, for Customer-caused outages or disruptions, outages or disruptions to a third party service provided (e.g. Microsoft) or outages or disruptions attributable in whole or in part to a Force Majeure event as described in clause 25 of the Agreement.

