

Xtravirt Cloud Services

Terms of Service

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1 Introduction

By using an Xtravirt Cloud Service, a Customer agrees to be bound by these terms of service between the Customer and Xtravirt ("Terms of Service"). If the Customer does not agree to these Terms of Service, the Customer must not use the Cloud Service.

Capitalized terms used in these Terms of Service are defined throughout these Terms of Service and in Section 4 Glossary of Terms

Section references in this document are to the provisions of these Terms of Service. The Terms of Service take effect when the Cloud Service is activated, made available or when you first use the Cloud Service, whichever is earlier, and will remain in effect during the relevant Subscription Term or until terminated as specified

2 Cloud Services

2.1 Scope

2.1.1 Cloud Services include pay as you go, subscription and pre-paid services provided to the customer by Xtravirt.

2.1.2 Cloud Services will be defined within a Service Schedule or Customer Quotation and may be hosted and delivered by Xtravirt or by one of Xtravirt's affiliates and suppliers.

2.1.3 Xtravirt is responsible to the Customer for delivery of the Cloud Services.

2.2 Use of Cloud Services.

2.2.1 The Customer must use the Cloud Service in accordance with the Service Schedule or Customer Quotation under which it is provided, these Terms of Service and terms defined within agreements of affiliates or suppliers under which the Cloud Service is delivered.

2.3 Monitoring

2.3.1 Xtravirt and it's suppliers may monitor and collect configuration, performance, and usage data relating to Customer use of the Cloud Service:

- a) to facilitate delivery of the Cloud Service such as
 - (i) tracking entitlements,
 - (ii) providing support,
 - (iii) monitoring the performance, integrity, and stability of the Cloud Service's infrastructure, and
 - (iv) preventing or addressing service or technical issues);and
- b) to improve Xtravirt's (and the specific supplier of Cloud Service's) products and services, and Customer experience.

- 2.3.2 The Customer must not interfere with that monitoring. Xtravirt will not access Customer Content except as necessary to provide the Cloud Service, or pursuant to Section 2.5 Required Disclosures.

2.4 Modifications

- 2.4.1 Xtravirt may from time to time:
- c) modify the Cloud Service and/or any part of the Terms of Service, including any Service Level Agreement, or
 - d) cease providing any Cloud Service
- 2.4.2 Any changes will become effective in no less than 30 days after the date Xtravirt notifies the Customer of those changes or modifications (except for new features or functionality of a Cloud Service, which may take effect immediately).
- 2.4.3 The Customer's continued use of the Cloud Service after the effective date of any change will be deemed acceptance of the modified Cloud Service or terms
- 2.4.4 If the Customer elects to terminate the Agreement because of a material, detrimental change to the Cloud Service, the Customer must notify Xtravirt not later than 30 days after the date of Xtravirt's notice.
- 2.4.5 If the Customer terminates the Agreement pursuant to this Section 2.4.4, the termination will be effective as of:
- e) the date Xtravirt receives the Customer's notice of termination; or
 - f) any later date specified in the Customer's notice, provided that the effective termination date must not be more than 90 days after the date on which Xtravirt receives the Customer's notice, unless Xtravirt and Customer agree to some longer period.
- 2.4.6 The Customer will be responsible for all fees incurred prior to the effective date of any termination pursuant to Section 2.4.4. Termination, as provided in Section 2.4.4, is the Customer's sole and exclusive remedy if Xtravirt makes a material, detrimental change to the Cloud Service.

2.5 Required Disclosures.

- 2.5.1 If Xtravirt is required by a subpoena, court order, agency action, or any other legal or regulatory requirement to disclose any Customer Data, we will provide you with notice and a copy of the demand as soon as practicable, unless we are prohibited from doing so pursuant to applicable law. If you request, we will, at your expense, take reasonable steps to contest any required disclosure. Xtravirt will limit the scope of any disclosure to only the information Xtravirt is required to disclose.

2.6 Security Measures

- 2.6.1 The Customer is solely responsible for ensuring that the Cloud Service and its security is appropriate for Customer Content and Customer intended use.
- 2.6.2 The Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer Content. Those steps include
- g) controlling access provided to Users
 - h) configuring the Cloud Service appropriately
 - i) ensuring the security of Customer Content while it is in transit to and from the Cloud Service
 - j) using encryption technology to protect Customer Content
 - k) backing up Customer Content.
- 2.6.3 The Customer is responsible for providing any necessary notices to Users and obtaining any legally required consents

from Users regarding their use of the Cloud Service.

2.7 Data Protection

- 2.7.1 It is the Customer's responsibility to ensure that the Cloud Service meets any applicable legislative or regulatory requirements for the protection of data prior to the upload of any Content governed by such requirements

2.8 Acceptable Use

- 2.8.1 The Customer must not:

- l) resell or sublicense the Cloud Service; or
- m) use the Cloud Service
 - (i) in a way prohibited by law or that would cause Customer or Xtravirt to be out of compliance with applicable law
 - (ii) to violate any rights of others
 - (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Cloud Service or any other service, device, data, account, or network
 - (iv) to distribute spam or malware
 - (v) in a way that could harm the Cloud Service or impair anyone else's use of it
 - (vi) in a way intended to work around the Cloud Service's technical limitations, recurring fees calculation or usage limits, or
 - (vii) for High Risk Activities.

- 2.8.2 The Customer must not upload into the Cloud Service any Content that:

- n) may create a risk of harm or any other loss or damage to any person or property;
- o) may constitute or contribute to a crime or a tort;
- p) includes any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights;
- q) contains any data that Customer does not have a right to upload into the Cloud Service;

- 2.8.3 The Customer acknowledges that uploading Customer Content to the Cloud Service does not constitute a disclosure of such Customer Content to Xtravirt and, accordingly, Section 2.18 Confidential Information does not apply to such Customer Content.

- 2.8.4 The Customer may notify the Xtravirt if the Customer believes that their copyrighted work has been copied and is accessible on the Cloud Service in a way that constitutes copyright infringement. The Customer should include the following information within the notification:

- r) a description of the copyrighted work that the Customer claims has been infringed and a description of the infringing activity;
- s) the location of the material that the Customer claims is infringing, such as the URL where it is posted;
- t) the customer's name, address, telephone number, and email address;
- u) a statement by the Customer that they have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law;
- v) a Customer statement under penalty of perjury that the information in the Customer's notice of infringement concern is accurate, and that the Customer is the copyright owner or are authorized to act on the copyright owner's behalf; and
- w) a Customer's electronic or physical signature, as the copyright owner or as the person authorized to act on the copyright owner's behalf.

2.9 Intellectual Property

- 2.9.1 Xtravirt, its affiliates and suppliers own all right, title, and interest in and to the Cloud Services and any related software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any information collected and analysed about the use of the Cloud Service pursuant to Section 2.3 Monitoring
- 2.9.2 The Customer's rights to use the Cloud Service are limited to those expressly granted in the Agreement.
- 2.9.3 No other rights are implied with respect to the Cloud Service, any related Xtravirt or affiliate or supplier Services or Software, or any related Intellectual Property Rights.
- 2.9.4 The Customer retains all right, title and interest in and to Customer Content and all Intellectual Property Rights in Customer Content.
- 2.9.5 Xtravirt's rights to access and use Customer Content are limited to those expressly granted in the Agreement and these Terms of Service.

2.10 Charges

- 2.10.1 Unless the Parties agree otherwise, charges the Customer incurs for using Cloud Services will be governed by the applicable price list at the time of provisioning
- 2.10.2 The Customer must pay all charges incurred for the Customer's use of the Cloud Service.
- 2.10.3 Charges may consist of both a committed amount as well as additional amounts, including but not limited to charges for add-on features that the Customer orders or enables, as well as charges the Customer incurs based on actual usage of the Cloud Service (which may be metered charges, or "overage" charges for use in excess of any committed use).
- 2.10.4 The Customer must establish a method of payment to cover charges in accordance with the terms of the Master Services Agreement.
- 2.10.5 Xtravirt may not require a purchase order to invoice the Customer for charges.
- 2.10.6 Payment terms are in accordance with the terms of the Service Schedule or Customer Quotation

2.11 Provisioning

- 2.11.1 All Cloud Services are subject to the terms of the Terms of Service and are binding from the time of provisioning regardless of the mechanism under which they were provisioned (which may be through the completion of a Subsidiary Agreement, self-service provisioning, metered or as defined by the terms of a service description).
- 2.11.2 All Cloud Services are non-refundable and non-cancellable except as expressly provided in these Terms of Service. Any refunds to which Customer is entitled under these Terms of Service will be remitted

2.12 Temporary Suspension

- 2.12.1 Xtravirt may, at its option, suspend the Customer's use of any Cloud Service if:
 - a) the Customer is in breach of the Agreement or these Terms of Service (other than payment) and does not cure that breach within 10 days after Xtravirt notifies the Customer of that breach
 - b) any payment is not received when due

- c) Xtravirt believes that the Customer's use of the Cloud Service poses a security risk to the Cloud Service or to other users of the Cloud Service
- d) Xtravirt suspects fraud or abuse.

2.12.2 Xtravirt will give the Customer notice before suspending the Customer's use of the Cloud Service if permitted by law or unless Xtravirt reasonably determines that providing notice presents a risk of harm to the Cloud Service, to other users of the Cloud Service, or to any person or property, in which case Xtravirt will notify the Customer as soon as feasible or permitted.

2.12.3 Xtravirt will suspend Customer access only to the Cloud Service that is the subject of the issue giving rise to the suspension.

2.12.4 Xtravirt will promptly reinstate Customer access to the Cloud Service once Xtravirt has determined that the issue causing the suspension has been resolved.

2.12.5 The Customer will remain responsible for all fees incurred before and during any suspension.

2.12.6 The Customer will not be entitled to any service credits under any applicable Service Level Agreement that the Customer might have otherwise accrued during any suspension.

2.13 Termination

2.13.1 The Customer has the right to use the Cloud Service during the applicable Subscription Term. The Customer may stop using a Cloud Service at any time but will remain liable for all fees and charges otherwise due during the applicable Subscription Term.

2.13.2 Termination for Cause

2.13.2.1 Xtravirt may, at our option, terminate the Agreement effective immediately upon written notice to the Customer

- (i) if we have the right to suspend under the Master Services agreement
- (ii) to comply with applicable law.

2.13.2.2 Either of the Parties may terminate the Agreement effective immediately upon written notice to the other party if that party

- e) commits a breach of the Agreement and fails to cure within 30 days of notice of the breach
- f) commits a material breach of the Agreement that cannot be cured
- g) terminates or suspends its business.

2.13.3 If Customer terminates the Agreement pursuant to Section 2.13.2.2, Xtravirt will refund any prepaid Cloud Service fees prorated as of the effective date of the termination.

2.13.4 Either of the Parties may terminate the Agreement effective immediately upon sending the other party notice if that party:

- h) becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or
- i) becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding.

2.13.5 Upon termination of the Agreement for any reason:

- 2.13.5.1 the Customer must stop using the Cloud Service, and
- 2.13.5.2 the Customer must return or, if Xtravirt requests, destroy, any Confidential Information of Xtravirt, it's affiliates and suppliers in Customer possession or under Customer control (other than information that must be retained pursuant to law).
- 2.13.5.3 Deletion of any Content remaining in the Cloud Service will occur on the effective date of termination of the Cloud Service.
- 2.13.5.4 The Customer is responsible for ensuring that they have necessary copies of all Customer Content prior to the effective date of any termination.
- 2.13.5.5 Any provision that, by its nature and context is intended to survive termination or expiration of the Agreement, will survive.
- 2.13.5.6 Terms applicable to the protection of data, including but not limited to data processing will also survive any termination or expiration of the Agreement.

2.13.6 Except to the extent that either of the Parties is permitted to terminate the Agreement pursuant to Section 2.4 Modifications , Section 2.13.2 Termination for Cause, or Section 2.16.2 Indemnification by , any termination of the Agreement will not entitle the Customer to any refunds, credits, or exchanges, and the Customer will be liable for all fees incurred as of the effective termination date.

2.13.7 If Xtravirt terminates the Agreement prior to expiration of a Subscription Term pursuant to Section 2.13.2 Termination for Cause, the Customer will be liable for all fees due with respect to the Cloud Service for the remainder of the then-current Subscription Term.

2.14 Support

2.14.1 Xtravirt will provide support to the Customer for the Cloud Service in accordance with Section 2.19 or as defined within a Subsidiary Agreement.

2.14.2 Xtravirt will not provide support for Customer Content to Customer users

2.15 Warranties

2.15.1 Limited Warranty

Xtravirt warrants that the Cloud Service will perform in accordance with the applicable Xtravirt , affiliate or supplier Service Level Agreement, if any, during the Subscription Term, provided that the Cloud Service has at all times been used in accordance with the Agreement. If Xtravirt fails to meet this limited warranty, the Customer's sole and exclusive remedy for that failure is as specified in the Service Level Agreement.

2.15.2 Disclaimer

OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 2.15.1, TO THE MAXIMUM EXTENT PERMITTED BY LAW, XTRAVIRT, FOR ITSELF AND ON BEHALF OF IT'S SUPPLIERS, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE CLOUD SERVICE AND TO ALL MATERIALS OR SERVICES PROVIDED TO THE CUSTOMER UNDER THE AGREEMENT, INCLUDING ANY THIRD-PARTY CONTENT. XTRAVIRT AND IT'S SUPPLIERS DO NOT WARRANT THAT THE CLOUD SERVICE WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR

ERRORS, OR THAT THE CLOUD SERVICE WILL MEET (OR IS DESIGNED TO MEET) THE CUSTOMER'S BUSINESS REQUIREMENTS.

2.16 Indemnification.

2.16.1 Indemnification by Customer.

2.16.1.1 Subject to the remainder of this Section 2.16, Customer will

- j) defend Xtravirt against any Third-Party Claim; and
- k) indemnify Xtravirt from all fines, damages, and other costs finally awarded by a court of competent jurisdiction or a government agency or agreed to in settlement with respect to a Third-Party Claim.

Xtravirt will:

- (i) provide Customer with notice of any Third-Party Claim within a reasonable period after learning of the claim (provided that any delay in providing the notice will relieve Customer of their indemnification obligations only to the extent that the delay prejudices Customer), and
- (ii) reasonably cooperate in response to Customer requests for assistance.

2.16.1.2 Customer will have sole control over the defence of any Third-Party Claim.

2.16.1.3 Customer may not, without Xtravirt prior written consent, which will not be unreasonably withheld, conditioned, or delayed, settle any Third-Party Claim if that settlement obligates Xtravirt to admit any liability or to pay any unreimbursed amounts to the claimant, or would affect any Cloud Service or our business practices or policies.

2.16.2 Indemnification by Xtravirt

2.16.2.1 Subject to the remainder of this Section 2.16.2, Xtravirt will:

- l) defend Customer against any Infringement Claim; and
- m) indemnify Customer from all fines, damages, and costs finally awarded against Customer by a court of competent jurisdiction or a government agency or agreed to in settlement with regard to any Infringement Claim.

The foregoing obligations are applicable only if Customer:

- (i) provide Xtravirt with notice of any Infringement Claim within a reasonable period after learning of the claim (provided that any delay in providing the notice will relieve Xtravirt of their indemnification obligations only to the extent that the delay prejudices Xtravirt);
- (ii) allow Xtravirt sole control over the defence of the Infringement Claim; and
- (iii) reasonably cooperate in response to our requests for assistance with regard to the Infringement Claim. Xtravirt will not, without Customer prior written consent, which will not be unreasonably withheld, conditioned, or delayed, enter into any settlement of any Infringement Claim that obligates Customer to admit any liability or to pay any unreimbursed amounts to the claimant.

2.16.2.2 If the Cloud Service becomes or in Xtravirt's opinion is likely to become the subject of an Infringement Claim, Xtravirt, its affiliates or suppliers will at their option and expense:

- n) procure the rights necessary for Customer to keep using the Cloud Service; or
- o) modify or replace the Cloud Service to make it non-infringing without materially reducing its functionality; or
- p) terminate the Agreement and refund any prepaid fees, prorated for the remaining portion of the then-current Subscription Term.

2.16.2.3 Xtravirt has no obligation under this Section 2.16.2 or otherwise with respect to any Infringement Claim based on:

- q) combination of the Cloud Service with other products or content, including any of Customer Content and/or any Third-Party Content;
- r) use of the Cloud Service for a purpose or in a manner not permitted by the Terms of Service;
- s) any modification to the Cloud Service made without Xtravirt express written approval;
- t) any claim that relates to open-source software or freeware technology or any derivative or other adaptation thereof that is not embedded by into the software or Cloud Service; or
- u) any Cloud Service provided on a no-charge basis.

2.16.2.4 This Section 2.16.2 states Customer sole and exclusive remedy and Xtravirt entire liability for any Infringement Claims.

2.17 Limitation of Liability for Cloud Services

2.17.1 Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL XTRAVIRT BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE CLOUD SERVICE, OR LOSS OF CONTENT FOR ANY REASON INCLUDING POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS (SUBJECT TO OUR OBLIGATIONS UNDER THE APPLICABLE SERVICE LEVEL AGREEMENT), LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE FOREGOING LIMITATION MAY NOT APPLY.

2.17.2 Cap on Monetary Liability

XTRAVIRT'S LIABILITY FOR ANY CLAIM UNDER THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO XTRAVIRT FOR THE CUSTOMER'S USE OF THE PARTICULAR CLOUD SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION OF LIABILITY IN THIS SECTION 11.2 WILL NOT APPLY TO (i) XTRAVIRT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.2.1 OF THESE TERMS OF SERVICE OR (ii) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

2.17.3 Further Limitations.

- 2.17.3.1 Xtravirt's suppliers have no liability of any kind under the Agreement. The Customer may not bring a claim directly against any of them under the Agreement. Xtravirt's liability with respect to any Third-Party Content used or made available as part of a Cloud Service is subject to this Section 11.
- 2.17.3.2 The Customer may not bring a claim under the Agreement more than eighteen (18) months after the cause of action arises.

2.17.4 Injunctive Relief.

- 2.17.4.1 Nothing in the Terms of Service limits either party's ability to seek equitable relief.

2.18 Confidential Information

2.18.1 Protection.

- 2.18.1.1 The Parties may use Confidential Information of the other party (the "discloser") disclosed to it in connection with the Agreement solely to exercise its rights and perform its obligations under the Agreement or as

otherwise permitted by the Agreement.

- 2.18.1.2 The Parties will each use reasonable care to protect that Confidential Information in the same manner as we each protect our own Confidential Information of a similar nature, but in any event with not less than reasonable care.
- 2.18.1.3 The recipient may disclose the discloser's Confidential Information only to the recipient's employees, or to third parties, who have a need to know the Confidential Information for purposes of the Agreement, and who are under a duty of confidentiality no less restrictive than as specified in this Section 12.
- 2.18.1.4 The recipient may also disclose the discloser's Confidential Information in accordance with the procedures set forth in Section 2.5 Required Disclosures.

2.18.2 Exceptions.

- 2.18.2.1 The recipient's obligations under Section 2.18.1 with respect to any of the discloser's Confidential Information will terminate if the recipient can show by written records that the information:
- v) was, at the time of disclosure by the discloser, already rightfully known to the recipient without any obligation of confidentiality;
 - w) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions;
 - x) at the time of disclosure is, or through no fault of the recipient has become, generally available to the public; or
 - y) was independently developed by the recipient without access to or use of the discloser's Confidential Information.

2.19 Base Service Level Agreement for Cloud Services

Support for Cloud Services operates under the following base Service Level framework. Support Services may be extended under a Service Schedule for Xtravirt Managed Services

Unless otherwise defined, hours are based on UK time zone.

Standard hours	Monday – Friday	09:00 – 17:00
Extended hours	Not Applicable	
Service levels	P1: Critical service impact	Target Response: 30 mins Target Resolution: 4 hours
	P2: High priority service impact	Target Response: 1 hour Target Resolution: 24 hours (1d)
	P3: Medium priority service impact	Target Response: 24 hours Target Resolution: 72 Hours (3d)
	P4: Low priority service impact	Target Response: 24 hours Target Resolution: 120 hours (5d)
Notes	(i) Xtravirt's ability to meet defined service levels may be limited if manufacturer or industry recommended maintenance activities have not been performed. (ii) In line with common practice, initial troubleshooting may require application of patches and upgrades prior to extended analysis.	

3 Commercial framework

3.1 Commencement and Service Term

The Service Term and commencement date for each of Services offered shall be as described in the Service Schedule or Customer Quotation

The Service Term will automatically be renewed unless written notification is received by Xtravirt thirty (30) days prior to the end of the Service Term and will renew for a further 12 months

Services purchased on a draw down basis under the terms of this contract shall expire on completion of the Term of Services, or 12 months after date of Purchase (as listed on the Customer Purchase Order) whichever is the latter

Unless otherwise defined on a Service Schedule or Customer Quotation, renewed or additional Services will commence on the date of purchase or renewal

3.2 Pricing

The pricing for the Services are as provided within the Service Schedule or Customer Quotation

4 Glossary of Terms

In these Terms of Service unless the context otherwise requires:

Term	Description
Terms of Service	Means all sections of this document
Agreement Term	The term during which Services may be defined and delivered
Customer	Means the customer of the Cloud Service as per the Service Schedule, Customer Quotation or other agreement under which it has been supplied
Customer Data	All Customer Data including Corporate, Personal, and Sensitive Personal Data
Contract	Means an agreed Statement of Work or Service Framework Agreement between the Customer and Xtravirt for the provision of Services pursuant to these Terms of Service
Framework Agreement	Means a signed Xtravirt Framework Agreement document under which these terms of this Service Schedule are agreed and delivered
Force Majeure Event	Means any event beyond the reasonable control of a party including acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, accident, fire, flood, storm and strikes or any industrial action by employees of any person other than the party relying on the Force Majeure Event
Group	Means any business or related business to either the Customer or Supplier
Intellectual Property	Means all patents, rights in a database, rights in a design, service marks, circuit lay out rights, rights in semi-conductor chip topography, trademarks, applications for any of the foregoing, copyright, design right, know-how, trade or business names, goodwill associated with the foregoing and any other similar rights or obligations whether or not registered or capable of registration in the UK or any other part of the world
Personal Data	Means Personal Data as defined under GDPR General Data Protection Regulation 2016/679
Sensitive Personal Data	Means Sensitive Personal Data as defined under GDPR General Data Protection Regulation 2016/679
Service Term	Means the term for an individual Service delivered under this Service Schedule as defined in Section 3.2 Pricing
Services	Means the services to be provided by Supplier to the Customer under the applicable Service Schedule or Customer Quotation
Subsidiary Agreement(s)	Means Service Schedule(s), Statement(s) of Work or Customer Quotation(s)
Supplier	Means Xtravirt Limited, on behalf of itself and its Affiliates
The Parties	Means collectively the Customer and Xtravirt
Xtravirt	Means Xtravirt Limited a company incorporated in England and Wales (registered no 05585938) whose registered office is at Riverbridge House, Guildford Rd, Fetcham, Leatherhead, KT22 9AD, operating on behalf of itself and its Affiliates and suppliers in providing Cloud Services