



Vizst Technology Ltd

Master Service Agreement

Version 2025.01

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DEFINITIONS AND INTERPRETATION

The following definitions apply in this Agreement:

Acceptance Tests: means those objective tests conducted by the Customer, which, when passed confirm that the Service or Installed Solution is accepted by the Customer and ready for use save for any minor non-conformities, which will be resolved as an Incident.

Additional Charges: all charges payable by the Customer in addition to Charges detailed in the Order with the Managed Services Schedule in addition to the Annual Charge.

Administrator: means a person authorised by the Customer to manage MACDs and the passwords of Users and Agents.

Agent: means a Customer individual who is Provisioned to use the Contact Centre Applications and enabled to receive or make Calls using the Cloud Service.

Annual Charge: the annual charge for the Services as set out in the Order.

Applicable Law: means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of the Services, including:

- applicable regulations of a Regulatory Body;

- anti-corruption laws set out in the Bribery Act 2010;

Availability: means the period of time when the Service is not Out of Service.

Billing Period: means a calendar month.

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

Call: means a signal, message or communication which can be silent, visual or spoken, excluding text messages.

Circuit: means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

Claim: means any legal claims, actions, or proceedings against a Party, whether threatened or actual.

Cloud Services: Services hosted in a Vizst data centre or a 3rd party supplier's data centre and provided to the Customer and managed by Vizst as set out in the Order.

Communications Provider or CP: means a 'Communications Provider' as defined in paragraph 1.4(a) of Condition 1 of the General Conditions of Entitlement set by Ofcom pursuant to section 45 of the Communications Act 2003.

Contact Centre or CC: means the suite of Software for providing contact centre services as set out in the Order.

Content: means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

CPE: the customer premises equipment (such as routers, Network Terminating Equipment) which is provided by Vizst, or one of Vizst's suppliers (as the case may be), as set out in the Order.

CPS: means Carrier Pre-Selection.

Customer: means the party who receives or consumes goods or services from the supplier.

Customer Default: has the meaning any failure or delay by the Customer to perform any of the Customer's obligations under the agreement or the Order.

Customer Equipment: means any equipment (including software) other than Vizst Equipment, used by the Customer in connection with the Services.

Customer Service Plan or CSP: means the document of that name which sets out the procedures agreed between the Parties for managing disputes under this Agreement including any escalation process.

De-installation Charges: means the one-off Charges payable by the Customer on de-installation of the Services as set out in the Order.

Delivery Location: the delivery location set out in the Order.

Domain Name: means a readable name on an Internet page that is linked to a numeric IP Address.

Due Date: has the meaning set out in clause 7.6.

Emergency: means a serious situation or occurrence that:

- (a) threatens life and limb; or
- (b) may cause or threatens to cause damage to physical property or systems; or
- (c) happens unexpectedly; and
- (d) demands immediate action.

Emergency Call: means a Call to 999 or 112.

Emergency Calls Access: means that component of the Services conveying Emergency Calls.

Emergency Services Database or ESDB: means the Emergency Call routing and address database.

Emergency Services Organisation: means the relevant local public police, fire, ambulance and coastguard services and other similar organisation.

Equipment: the equipment to which the Services apply as set out in the Order.

First Response: Vizst have received and logged the Incident and passed to a Resolver Group.

Goods: the goods (or any part of them) set out in the Order.

Go Live Date: means the date upon which the Service or Solution is ready for use by the Customer and is no longer considered to be in an implementation phase.

Implementation Services: means the supply, installation, configuration and programming of the Equipment and or the Services and training where set out in the Order.

Incident: an unplanned interruption to a Service or reduction in the quality of a Service.

Intellectual Property Rights: means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Initial Term: means the length of the contract term for the Service procured as set out in the Order.

Internal Calls or On-Net: means Calls made between Users configured within the Customer where both Users are using IP phones (hard or soft).

International Destination Network: means a network operated in an overseas country.

Internet: means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

Internet Protocol or IP: means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

IP Address: means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

IP Network: means a telecommunications network operated on IP.

Local Area Network or LAN: means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice, and video conferencing services).

MACD: means moves, adds, changes, and deletes carried out on the Applications by the Administrator.

Managed Services: the managed services to be provided by Vizst as set out in the Order.

Manufacturer Support Charges: the charges for the maintenance services or software assurance provided by the manufacturer of the Goods as set out in the Order.

Manufacturer Software: software developed, supported and tested by a 3rd party supplier.

Measurement Period: means a calendar month (24 hours per day).

Minimum Billable Value: means the lowest charges reflected within the commercial offer of the Order based upon the Minimum Billable Volume of Monthly Usage.

Minimum Billable Volume: refers to the lowest volume of licenses reflected within the commercial offer of the Order. Where Monthly Usage drops below the agreed volume, the Minimum Billable Value shall be charged.

Network Services: means the provision of the existing telephone lines and telephony services and the new telephone lines and telephony services, wide area network (WAN) services, the SIP Services, CPS and other ancillary services which are all as set out in the Order.

Number Portability: means an arrangement whereby a Customer's telephone number ceases to be provided by the losing CP and such Customer telephone number is subject to number import onto the Cloud Service. If the Customer telephone number ceases to be used by Vizst then it may be subject to number export to the gaining CP pursuant to the Number Portability rules as set out in the Product Handbook.

Ofcom: means the Office of Communications or its successor body or authority that is the regulatory body for communications in the UK.

One-off Charges: means the one-off charges for the Services, Goods or Equipment set out in the Order.

On-Net or Internal Calls: means Calls made between Users configured within the Customer where both Users are using IP phones (hard or soft).

Order: means the Customer's order for the Goods and/or Services as set out in Order Schedule to this Agreement and any further orders as agreed between the parties which refer to this Agreement and which shall be in a substantially similar form to the order set out in the Order Schedule.

Out of Service: means an outage affecting more than 20% (but not less than 20) of the Customer's Users for the applicable Application, excluding outages for Planned Maintenance or Emergency maintenance.

Planned Maintenance: means any work planned in advance to be carried out by, or on behalf of, Vizst, including:

- (a) to maintain, repair or improve the performance of Vizst's network (or that of Vizst's subcontractors) or any Services; or
- (b) to make any change to the Services that does not have a material adverse effect on the performance or provision of the Cloud Service including: the introduction or withdrawal of any Service features; or the replacement of any Service with an equivalent Service.

Presentation Number: means the telephone number made available to a called party.

Price or Charges: means the price for the Goods and/or Services as set out in the Order.

Professional Services: means one off implementation and training services delivered to the Customer by Vizst or a 3rd Party on behalf of Vizst, these services are further defined in the Schedule 5 Professional Services.

Recurring Charges: means Charges for the Services or applicable part of the Services that are invoiced repeatedly in every payment period (e.g. every month), as set in the Order.

Regulatory Body: means any national or supranational regulatory or competition body, government department, court, or other body authorised and empowered under local law in the relevant country to regulate or adjudicate on the provision of the Services.

Renewal Period: means a period equivalent to the shorter of (i) the Initial Period and (ii) 12 months.

Scope of Work: means the document described as such to be provided by Vizst detailing the Services to be carried out by Vizst

Services: means the Managed Services, Cloud Services, Network Services and Support as appropriate.

Service Definition Document: means a detailed document that is produced in collaboration with the Customer during Service Transition, that covers all aspects of the delivery of the Managed Services.

Service Credit: means any agreed remedy for failure by Vizst to meet a Service Level for the Service set out in an Order.

Service Delivery Date: the Service Delivery Date as set out in the Order. This is when the Managed Service will commence and become chargeable.

Service Level: means any agreed minimum level of Service to be achieved by Vizst with respect to the Service, such as delivery, availability or restoration as set out in the Services Schedule. Bespoke Service Levels will be described in the Order.

Service Management Boundary: has the meaning given in clause 4 of Schedule 4 Managed Services and Support

Service Portal: means the portal used by the Supplier to administer the Services and configure Applications and to create and receive reports on the utilisation of the Services.

Service Transition: means the process adopted when a project nears completion and the ongoing support services begin. This also covers the process when a Customer orders services that are not attached to a project, where the procured Goods or Services require ongoing maintenance and support.

SIP Services: means a Voice over Internet Protocol (VoIP) service based on the Session Initiation Protocol (SIP) by which Vizst delivers telephone connectivity to the public switched telephone network (PSTN) to the Customer with a compatible phone system (IP-PBX) as set out in the Order.

Sites: means the locations set out in the Order.

Software: means any software installed on or supplied with the Goods or as set out on the Order.

Specification: means any specification for the Goods issued by the manufacturer.

Statement of Work: means the detailed plan describing the Services required to fulfil the Order. (if any).

Supervisor: means an individual whose role at the Customer's organisation includes the management of Agents and requires access to the supervisor management and reporting tools.

Supplier: Vizst Technology Ltd incorporated and registered in England and Wales with company number 07184583 whose registered office is at Unit A, Acorn Business Park, Ling Road, Poole, Dorset, BH12 4NZ (Vizst);

Support Hours: the hours of support set out in the Order.

Target Restoration: the Vizst target to have Service(s) restored to a usable working state by means of full fault fix or the implementation of a workaround.

Uniform Resource Locator or URL: means a character string that points to a resource on an intranet or the Internet.

Usage Charges: means the Charges for the Outgoing Calls services as specified in the Order.

User: means any person who is permitted by the Customer to use or access the Services.

VAT: Value Added Tax chargeable under English law for the time being and any similar additional tax.

Vizst Equipment: means any equipment, including any Software, owned or licensed by Vizst or its sub-contractors, that is located at a Site for the provision of the Service(s) and, if any, as more fully described in the Supply Schedule and set out in an Order.

VOIP: means voice over internet protocol.

Working Day: means 8.30 to 17.30 Monday to Friday, excluding public or bank holidays in the applicable part of the United Kingdom.

3rd Party Supplier: a supplier or sub contractor used by Vizst to deliver part or all of the Professional Services or other Services detailed in the Order.

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

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1. AGREEMENT

- 1.1 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.2 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 References to Clauses and Schedules are to the clauses and schedules of this Agreement; references to Appendices and paragraphs are to appendices and paragraphs of the relevant Schedule.
- 1.8 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.

2. CONFLICT

- 2.1 The provisions of the main body of this Agreement shall be supplemented by any applicable additional provisions set out in the Schedules.
- 2.2 In the event, that any provision of the main body of this Agreement conflicts with any provision of any Schedule, the provisions of the Schedule shall take precedence.

3. COMMENCEMENT AND TERM

- 3.1 This Master Agreement commences on the date hereof and, subject to clause 16, shall continue until terminated by either party in accordance with clause 16 or clause 3.5.
- 3.2 Vizst will provide each Service from its Service Delivery Date for the duration of the Initial Term and thereafter for each.
- 3.3 Orders for Managed Services under this Master Agreement will automatically renew for the duration of the Renewal Period unless either party gives notice to end the Agreement in accordance with clause 3.4.

3.4 Either party may give written notice to the other party not less than 90 days before the end of the Initial Term or the relevant Renewal Period of the Order to terminate the Service at the end of the Initial Term or the relevant Renewal Period as the case may be.

3.5 Either party may give written notice to the other party with no less than 90 days before the intended termination date of the Master Agreement. Orders signed under this Agreement shall complete the Initial Term or relevant Renewal Period before the termination comes into effect.

4. ORDERS

4.1 When the Customer wishes Vizst to provide it with Goods and/or Services, it shall send an Order to Vizst. Each Order shall be deemed to be a separate offer by the Customer to purchase Services on the terms of this Agreement, which Vizst shall be free to accept or decline at its absolute discretion.

4.2 No Order shall be deemed to be accepted by Vizst until it issues a written acceptance of the Order or (if earlier) Vizst commences provision of the Services to the Customer.

4.3 Each Order shall refer to this Agreement and be deemed to incorporate all provisions of this Agreement, save as expressly varied in the Order.

4.4 If a Managed Service Contract automatically renews, a 10% Annual increase will be automatically applied.

5. PRICE AND PAYMENT

Table 1

Description	Invoice Frequency	Payment Terms	Commencement	Additional Information
Equipment	n/a	14 days from receipt of invoice	From Delivery to Customer or Vizst	
Perpetual Software	n/a	30 days from receipt of invoice	From Software activation date	
Subscription Software	Upfront	30 days in advance	From software activation date	Quarterly and monthly invoice frequencies also available (subject to the Order)
Software Rentals	Upfront	30 days in advance	From software activation date	Quarterly and monthly invoice frequencies also available (subject to the Order)

Cloud Services	For Licenses or Subscriptions- Monthly in Advance.	30 days in advance	Per Milestones agreed in the Order	Quarterly and monthly invoice frequencies also available (subject to the Order)
Professional Services	30% in advance and the remainder on completion of Milestone	30 days from receipt of invoice	30% upon Vizst receiving the Order and the remainder per Milestones agreed in the Order	Quarterly and monthly invoice frequencies also available (subject to the Order)
Block Hour Contracts	n/a	30 days in advance	100% upon Vizst receiving the Order	
Connectivity Rentals	Annually	30 days from receipt of invoice	Upon Vizst receiving the Order	Quarterly invoice frequencies also available (subject to the Order)
Software Assurance	Upfront	30 days in advance	Upon Service Delivery Date	
Vizst Managed Service	Annually	30 days in advance	Upon Service Delivery Date	Quarterly and monthly invoice frequencies also available (subject to the Order)

5.1 The table above defines general Payment Terms, for specific Orders, any bespoke Payment Terms will be defined in that Order Schedule.

5.2 The full balance of the Order value of any Goods is due on the earlier of (i) the date of delivery of the Goods to the Customer premises, (ii) the date that Vizst notifies the Customer that the Goods are available for delivery to the Customers premises or (iii) the date of delivery to Vizst in circumstances where Vizst is to carry out configuration or other services to such Goods at Vizst premises.

Managed Service and Cloud Service Charges

5.3 The Price for the Services shall be inclusive of the Manufacturer Support Charges, the Annual Charge and any Cloud, Rental, Subscription or Network Services Charges unless otherwise stated.

5.4 Vizst shall invoice the Customer the Manufacturer Support Charges and the Annual Charge annually in advance from the Service Delivery Date. Vizst shall invoice the first Manufacturer Support Charges on the earlier of (i) 90 days from the date of the Order for the relevant Goods and (ii) 45 days prior to the Service Delivery Date or the anniversary thereafter. Vizst shall invoice the Annual Charges 45 days prior to the due date for the commencement of Services and annually thereafter.

5.5 The Service Delivery Date following Implementation Services shall be the date at which the solution is made available to the Customer for UAT following a new implementation, or a date

otherwise agreed within the Order. On the Service Delivery Date, the Managed Service provided by Vizst shall commence and the Charges for this Service will be due.

5.6 Charges relating to Rentals and Network Services shall commence upon the date set out in the Order.

Professional Services Charges

5.7 Where Professional Services are provided on a fixed price basis:

- 5.7.1 the balance of the Order value of any Professional Services will be invoiced as set out in the Order;
- 5.7.2 Installation Charges will be invoiced at the time of installation;
- 5.7.3 Cancellation or rescheduling of the services set out in the Scope of Work by the Customer will incur Additional Charges;
- 5.7.4 Where the Professional Services are provided on a time-and-materials basis:
- 5.7.5 Vizst's standard daily rates are calculated on the basis of a day worked between 8.30 am and 5.30 pm (minus 1 hour for lunch) on weekdays (excluding weekends and public holidays);
- 5.7.6 Vizst shall be entitled to charge at an overtime rate of 150% of the normal rate for time worked by members of the project team outside the hours referred to in clause 5.7 and on Saturdays and 200% of the normal rate on Sundays and public holidays;

5.8 Vizst shall invoice the Customer as set out in the Order for its charges for time, expenses, and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 5.8.

5.9 All payments payable to Vizst for Services shall become due immediately on termination of this Agreement, despite any other provision.

Additional Training Charges

5.10 Vizst will charge the Customer at a fixed, or daily rate as set out in the Order or at a rate advised to the Customer by Vizst from time to time.

Service Administration and MACD Charges

5.11 Vizst will charge the agreed hourly or daily rate set out in the Order for any additional MACDs or ceases required by the Customer that fall outside the scope of the standard Service as set out in this Agreement or as otherwise detailed by Vizst.

Minimum Monthly Spend

5.12 Where the Customer commits to a minimum monthly spend as set out in the Order (which minimum monthly spend excludes one-off Charges, Calls and set-up fees), the Customer shall, unless

otherwise agreed in writing by Vizst, be invoiced such minimum monthly spend each month during the term of the Order.

De-installation charges

5.13 Vizst will charge De-installation Charges for the de-installation of Equipment at the rates set out in the Order.

6. AMENDMENT

6.1 Save as set out in clause 6.2, no amendment of the Order will be effective unless agreed in writing by the Parties.

6.2 Vizst may amend the Order at any time by giving the Customer 21 days' notice in order to:

- 6.2.1 comply with any legal or regulatory obligation; or
- 6.2.2 protect the use of its brand or that of its subcontractors; or
- 6.2.3 introduce new or improved service features; or
- 6.2.4 withdraw service features or components; or
- 6.2.5 introduce new or improved service levels; or
- 6.2.6 change the technical specification of the Services; or
- 6.2.7 improve clarity, or make corrections to typographical errors; or
- 6.2.8 introduce process changes; or
- 6.2.9 change the codes or the numbers allocated to the Services in order to meet the national numbering requirements of Ofcom;

6.3 Vizst will provide 21 days' notice if it proposes any amendments to the Order that are not otherwise specifically referred to in this Agreement.

6.4 Upon expiry of the notice the changes to the Order proposed by Vizst will automatically apply unless the Customer responds to Vizst within 21 days of the notice disagreeing with the changes.

7. INVOICE PAYMENT

7.1 The Customer shall pay each invoice submitted by Vizst:

- 7.1.1 within the due date shown on the invoice; and
- 7.1.2 in full and in cleared funds to a bank account nominated in writing by Vizst.

- 7.2 Any Charges include the cost of hotel, subsistence, travelling, and any other ancillary expenses reasonably incurred by Vizst in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by Vizst for the supply of the Services unless otherwise stated on the Order.
- 7.3 The Charges are exclusive of VAT, which Vizst shall add to its invoices at the appropriate rate.
- 7.4 Where stated in the Order the Customer shall pay the Charges by direct debit upon Vizst submitting an invoice in accordance with the Order.
- 7.5 Where invoices are to be issued online, Vizst will notify the Customer by email when a new invoice is issued.
- 7.6 Without limiting any other right or remedy of Vizst, if the Customer fails to make any payment due to Vizst under this Agreement by the due date for payment (Due Date):
- 7.6.1 Vizst shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Barclays Bank plc's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly; and
 - 7.6.2 Vizst may suspend the Services or Professional Services until payment has been made in full.
- 7.7 The Customer shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Vizst in order to justify withholding payment of any such amount in whole or in part. Vizst may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Vizst to the Customer.
- 7.8 Where the Customer makes an aggregated payment in respect of more than one invoice, the Customer will, upon request, provide a breakdown to show amounts paid in relation to each individual invoice, clearly identifying the amount applicable to each.
- 7.9 Subject to the customers written approval Vizst may increase any of its charges for the Services on not less than 30 days notice to reflect any changes in the price of such services that Vizst is charged by its suppliers.
- 7.10 In the event, that the price to Vizst of any Goods or Services increases by more than 2% due to a fall in the sterling exchange rate from that of the date of the relevant Order, Vizst may on notice to the Customer increase the Price by the increase to Vizst of the same.
- 7.11 Where Vizst has issued an incorrect invoice, Vizst may issue an amending invoice or credit note together with details of the error to the Customer within 3 months of the issuing of the incorrect invoice.

8. INVOICE DISPUTES

8.1 The Customer will pay by the Due Date, all undisputed amounts and any disputed amounts that are less than five percent of the total invoice amount.

8.2 If the Customer disputes an invoice, it will provide Notice to Vizst of the dispute within 14 days of the date of the invoice and will provide all information relevant to the dispute, stating the reasons for and the amount in dispute.

If the Customer pays by direct debit, Vizst will amend the direct debit by the disputed amount while it investigates the dispute.

8.3 The Customer will pay any resolved amount within 5 Business Days after the resolution of the dispute.

8.4 Clause 8 will apply to any resolved amounts payable to Vizst from the original Due Date.

9. SITE SURVEY

9.1 In certain cases, Vizst, or its suppliers, may need to conduct a site survey at the Customer's premises to ensure the suitability of the Customer's site and/or equipment for the use of the Goods, or Services. Such surveys and site visits shall be conducted in accordance with these Conditions, where the survey is carried out by a 3rd party, such as a Carrier these surveys shall incur a charge, payable by the Customer.

9.1.1 This includes a Network Readiness Assessment which is a prerequisite for installation services. If the Customer wishes to waive this assessment, Vizst cannot guarantee sufficient connectivity to enable Services.

9.2 Following any site survey, Vizst will notify the Customer of any charges that are required in order for Vizst to provide the Goods, or Services to the Customer and the Customer may decide to either pay the said charges or cancel the Order in respect of the affected Goods or Services. The Customer shall within 5 Business Days of the date of it being notified of such charges notify Vizst of its intention to either pay the charges or cancel the Order, failing which the Vizst may terminate the Order for the affected Goods with immediate effect by giving written notice to the Customer.

9.3 If, following any site survey, Vizst is not able to supply any part of the Goods or Services to the Customer, Vizst may terminate the Agreement for such part with immediate effect by giving written notice to the Customer.

9.4 In the event, that any part of an Order is terminated pursuant to clause 9.2 or clause 9.3, Vizst will refund any advance payments made by the Customer to Vizst in respect of the Charges for the terminated part of the Order.

10. SUPPLY OF GOODS AND SERVICES

10.1 Vizst warrants to the Customer that the Goods or Services will be provided using reasonable care and skill. Vizst shall use reasonable endeavours to meet the Service Levels.

10.2 Vizst will comply with all Applicable Law in the provision of the Goods and Services.

10.3 Vizst shall take reasonable precautions to prevent any unauthorised access by third parties to any part of the telecommunications network provided by Vizst (or its subcontractors), but Vizst will not be liable for any loss or damage sustained by the Customer in the event of any unauthorised access.

10.4 Vizst shall use reasonable endeavours to meet any dates to perform, but any such dates shall be estimates only and time shall not be of the essence.

10.5 Vizst shall use its reasonable endeavours to provide the Services continuously but Vizst does not warrant or guarantee:

10.5.1 that the use of the Services shall be uninterrupted, secure or error-free; or

10.5.2 the call quality; or

10.5.3 that all calls made by the Customer will be accepted by the telecommunications network which is used in the provision of the Services.

10.6 Where applicable, the Services will store recorded calls for 30 days after which the Customer will be responsible for providing and managing storage for call recordings. Alternatively, additional storage may be purchased from Vizst.

10.7 The Customer will be responsible for providing approved Customer Equipment.

10.8 Vizst will be responsible for remotely updating, ensuring compatibility, and maintaining the configuration for all approved Customer Equipment used in association with the Services.

11. CONFIDENTIALITY

11.1 The Customer shall keep in strict confidence all confidential information concerning the business, affairs, customers, clients or suppliers of Vizst disclosed to the Customer by Vizst, its agents or employees. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to Vizst, and shall ensure that such employees, agents, or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

11.2 All materials, equipment and tools, drawings, specifications, and data supplied by Vizst to the Customer shall at all times be and remain the exclusive property of Vizst but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Vizst and shall not be disposed of or used other than in accordance with Vizst's written instructions or authorisation.

11.3 This clause 11 shall survive termination of this Agreement, howsoever arising.

12. DATA PROCESSING

12.1 In this Clause 12:

12.1.1 "Data Protection Law": means the General Data Protection Regulation 2018 ("GDPR") and the Data Protection Act 2018 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner from time to time;

12.1.2 "process", "data controller", "data processor", "data subject(s)", "personal data", and "subject access request" shall have the meaning given in the Data Protection Law.

12.2 The Customer will comply with its obligations as a data controller under Data Protection Law. The Customer warrants and represents that the carrying out by Vizst of processing of the personal data under this Agreement shall not infringe Data Protection Laws.

12.3 The Customer hereby appoints Vizst as data processor in relation to personal data which Vizst receives under or in connection with the performance of this Agreement.

12.4 The details of the personal data processed for the purposes of this Agreement include:

12.5 Subject matter: The subject matter of the data processing is the carrying out of the Services under this Agreement.

12.6 Duration: The duration of the data processing is until the termination of the Agreement in accordance with its terms.

12.7 Purpose: The purpose of the data processing is the provision of the Services to the Customer and the performance of Vizst's obligations under the Agreement or as otherwise agreed by the Parties.

12.8 Nature of the processing: Using personal data in the performance of the Services.

12.9 Categories of data subjects: Employees of the Customer.

12.10 Types of personal data: Contact details of the data subjects.

12.11 In processing personal data pursuant to this Agreement, Vizst shall:

12.11.1 act only on documented instructions from the Customer unless required to do so by Data Protection Law, in which case Vizst shall inform the Customer of such legal requirement before carrying out such processing, unless that law prohibits the provision of such information on grounds of public interest;

12.11.2 ensure that all Vizst personnel involved in the processing of personal data (including its staff, agents and subcontractors) are under appropriate obligation of confidentiality;

12.11.3 take all measures required by Article 32 of the GDPR in respect of the personal data;

- 12.11.4 not engage another processor without the prior written authorisation of the Customer.
Where Vizst does engage another processor, Vizst shall impose the same obligations on such processor as are imposed on Vizst by this clause 12.11.4;
- 12.11.5 taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the data subject's rights set out in Chapter III of the GDPR;
- 12.11.6 assist the Customer in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Vizst;
- 12.11.7 at the Customer's choice, delete or return to Customer all personal data in its possession or control after the end of such processing, save that this requirement shall not apply to the extent Vizst is required by Data Protection Law to retain some or all of the personal data.
- 12.11.8 make available to the Customer all information necessary to demonstrate compliance with this Agreement and allow the Customer (or its authorised representatives) to inspect and audit Vizst's compliance with the terms of this Agreement;
- 12.11.9 notify the Customer immediately if, in Vizst's opinion an instruction from the Customer infringes Data Protection Law
- 12.11.10 not cause or permit personal data to be transferred outside the EU without the Customer's prior written consent, unless required to do so by Data Protection Law.
- 12.11.11 Ensure that if Vizst transfers personal data to sub-contractors located in countries outside the EEA, that transfer shall be subject to the terms of the Standard Contractual Clauses (as per European Commission's Decision 2010/87/EU) as set out in Annex 2 which Vizst enters into on behalf of the sub-contractor with the Customer.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Goods are and shall remain the sole property of Vizst or (as the case may be) third party rights owner.
- 13.2 In relation to the Software:
- 13.3 the Customer acknowledges that it is buying only the media on which the software is recorded and the accompanying user manuals;
- 13.4 nothing contained in this Agreement shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals; and

13.5 the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licences, terms of use and registration requirements relating to them. The end user licence terms for 3rd Party Software are included in the Annex to the relevant Schedule.

13.6 Each Party's Intellectual Property Rights, whether pre-existing or created by a Party during or arising out of or in connection with the performance of this Order, will remain the absolute property of that Party or its licensors.

13.7 In reference to Cloud Services, Vizst will give the Customer a non-transferable and non-exclusive licence to use, solely as necessary for receipt or use of the Cloud Service(s), all Software (in object code form only) and associated documentation that may be supplied by Vizst, subject to the Customer's compliance with this Agreement and any third party terms and conditions, as more fully set out in this Agreement or set out in an Order, that apply to the use of the Software. Such licenses will terminate at the end of the term.

13.8 The Customer will not copy, decompile, modify, or reverse engineer any Software or knowingly allow or permit anyone else to do so, except as expressly permitted by Vizst in writing or otherwise provided at law.

13.9 Vizst will indemnify, hold harmless and defend the Customer from and against any Claims brought against it by a third party for alleged infringement of that third party's Intellectual Property Rights by the Customer's receipt of any Service(s) provided that, for each Claim, the Customer promptly notifies Vizst of the Claim, Vizst is given immediate and complete control of the Claim, the Customer does not make any public statements related to the Claim or in any way prejudice Vizst's defence of the Claim, and the Customer gives Vizst (or its subcontractors) all reasonable assistance with the Claim. All costs incurred or recovered in negotiations, litigation, and settlements relating to any indemnity given under this clause 13.9 will be for Vizst's account.

13.10 The indemnity set out in paragraph 13.9 will not apply to Claims arising out of or in connection with:

13.10.1 the use of any Service in conjunction or combination with other equipment or software or any other service(s) not supplied by Vizst;

13.10.2 any unauthorised alteration or modification of any Service;

13.10.3 content, designs, or specifications supplied by, or on behalf of, the Customer; or

13.10.4 use of the Services other than in accordance with this Agreement.

13.11 The Customer will indemnify Vizst against all Claims, losses, costs and liabilities arising out of or in connection with the matters set out in clause 13.10 that are attributable to the Customer or its agents or Users and will cease any such activity immediately upon notice from Vizst or at such time as the Customer became aware, or should have reasonably have been aware, that the activity had given rise to the Claim.

13.12 If any Service becomes, or Vizst reasonably believes it is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Rights as referred to in clause 13.9, Vizst may, at its own expense:

13.12.1 secure for the Customer a right of continued use; or

13.12.2 modify or replace the relevant part(s) of the Services so that it is no longer infringing, provided that that modification or replacement will not materially affect the performance of the relevant part(s) of the Services.

13.13 The indemnity in clause 13.9 and the actions in clause 13.12 will be the Customer's sole and exclusive remedy for any Claims arising out of or in connection with an infringement of Intellectual Property Rights.

14. CONTENT

14.1 Where the Customer provides content for use in connection with the Services ("Content"), the Customer warrants that it has obtained in writing all necessary rights, clearances, and permissions to allow it to use the Content including but not limited to any associated copying, storage, streaming or playing of the Content.

14.2 The Customer will obtain any necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any other copyright holder and pay any applicable royalties or other charges to use any Content with the Cloud Service.

14.3 If the Customer provided Content is the subject of a claim of infringement of any Intellectual Property Rights or breach of any licensing requirement or if Vizst reasonably believes that the Content is likely to become the subject of such a claim, Vizst may, without notice, delete the Content and /or disable the streaming or playing of the Content.

14.4 The Customer will indemnify Vizst against any claims or legal proceedings that are brought or threatened against Vizst by a third party arising from any breach of paragraphs 14.1 or 14.2. Vizst will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

15. LIMITATION OF LIABILITY

15.1 The following provisions set out the entire financial liability of Vizst (including without limitation any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of:

15.1.1 any breach of this Agreement howsoever arising;

15.1.2 any use made by the Customer of the Services or any part of them; and

- 15.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.
- 15.2 Nothing in this Agreement shall limit or exclude Vizst's liability for:
 - 15.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 15.2.2 fraud or fraudulent misrepresentation; or
 - 15.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - 15.2.4 any matter in respect of which it would be unlawful for Vizst to exclude or restrict liability.
- 15.3 Subject to clause 15.1 and clause 15.2:
 - 15.3 Vizst shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 15.3.1 loss of profit; or
 - 15.3.2 loss of business; or
 - 15.3.3 depletion of goodwill or similar losses; or
 - 15.3.4 loss of anticipated savings; or
 - 15.3.5 loss of contract; or
 - 15.3.6 loss of use; or
 - 15.3.7 loss or corruption of data or information; or
 - 15.3.8 any special, indirect, or consequential loss,
 - 15.3.9 arising under or in connection with this Agreement including any losses that may result from a deliberate breach of this Agreement by Vizst, its employees, agents, or subcontractors; and
 - 15.3.10 Vizst's aggregate liability to the Customer arising under or in connection with this Agreement in each consecutive 12 month period commencing on the date hereof, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of this Agreement by Vizst, its employees, agents or subcontractors shall not exceed the total Price paid or payable by the Customer during that period.
- 15.4 The Customer shall be responsible for putting in place and maintaining all necessary technical and other measures to ensure the security of its networks and systems (including the Equipment). The Customer acknowledges and agrees that Vizst shall have no liability in respect of

any unauthorised use of the Customer's networks and systems (including the Equipment) arising from Vizst's provision of the Services or otherwise under this Agreement and that the Customer shall be responsible for all sums due to third parties for the use of the same (including any monies due to communications providers for use of their systems, whether authorised by the Customer or not).

15.5 Except as set out in this Agreement, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

15.6 The Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Vizst shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

15.7 Any amounts paid by Vizst to the Customer as Service Credits, as may be more fully described in the applicable Order, will be the Customer's sole and exclusive remedy for any failure by Vizst to meet an applicable Service Level and, in any case, will reduce any damages payable up to the applicable limits of liability.

15.8 This clause 15 shall survive termination of this Agreement.

16. TERMINATION

16.1 Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 16.1.1 the other party is in material breach of an obligation under this Agreement or a Schedule. Termination shall be effective 30 days after the receipt of a written notice of termination unless during the relevant period of 30 days, the defaulting party has cured the default or is diligently proceeding to cure the default by taking effective and continuing steps to do so and the default is in fact cured within a reasonable period of time after the receipt of the relevant notice.
- 16.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 16.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where 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;

- 16.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 16.1.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 16.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
- 16.1.7 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 16.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 16.1.9 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1.2 to clause 16.1.8 (inclusive);
- 16.1.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

16.2 Without limiting its other rights or remedies, Vizst may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement by the Due Date and remains in default not less than 28 days after being notified in writing to make such payment.

16.3 Without limiting its other rights or remedies, Vizst shall have the right to suspend provision of the Services under this Agreement or any other contract between the Customer and Vizst if the Customer becomes subject to any of the events listed in clause 16.1.1 to clause 16.1.10, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

16.4 In addition, Vizst may terminate a schedule (without prejudice to its other rights and remedies) by written notice to the Customer, if Vizst seeks to consolidate its service provision for any reason, including but not limited to, economies of scale or profitability.

17. CONSEQUENCES OF TERMINATION

17.1 On termination of this Agreement for any reason:

- 17.1.1 the Customer shall immediately pay to Vizst all of Vizst's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Vizst shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 17.1.2 all rights and licences granted to the Customer pursuant to the Agreement shall cease;
- 17.1.3 the Customer shall return or allow Vizst to enter the Customer's premises to collect, all Vizst Equipment.
- 17.1.4 the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
- 17.1.5 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18. FORCE MAJEURE

18.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by an event beyond a that party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable. Neither Party shall have any liability to the other Party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including:

- 18.2 an act of God, fire, flood, storm, severe weather conditions or other natural event;
- 18.3 war, terrorist action, act of violence, hostilities, revolution, riots or civil disorder;
- 18.4 epidemic or pandemic;
- 18.5 any destruction, breakdown (whether permanent or temporary) or malfunction of, or damage to any premises, plant equipment or materials (including, without limitation, any computer hardware or software or any records including any bugs in operating software, viruses, corrupt data or back-up failures);
- 18.6 failure or fluctuations of electric power, air conditioning, humidity control or other environmental conditions;
- 18.7 the introduction of, or any amendment to, a law or regulation, or any change in the interpretation or application of any such law or regulation by a competent authority; (g) any strike, lock-out or other industrial action;
- 18.8 any obstruction of any public or private highway or any event which restricts access to relevant premises; or

18.9 insolvency or similar business failure of, a third party, including an agent or sub-contractor.

Force Majeure shall not apply in respect of obligations of confidentiality, payment, and compliance with laws.

19. EXCUSED PERFORMANCE

19.1 Vizst will not be in breach of the Order, nor legally liable, for any failure or delay to perform any of its obligations under the Order (including any of its obligations to meet the Service Levels, if any) if and to the extent that Vizst's failure or delay in performing arises as a result of:

19.1.1 Any failure or delay by the Customer to perform any of the Customer's obligations under the Order (Customer Default)

19.1.2 Any act or omission other than on the part of Vizst or a subcontractor appointed by it; or

19.1.3 A Regulatory Body restricting or preventing Vizst (or a subcontractor) from supplying the Service.

19.2 The Customer shall reimburse Vizst on written demand for any costs, charges, or losses sustained or incurred by Vizst arising directly or indirectly from the Customer Default.

20. NON-SOLICITATION

20.1 Except as otherwise expressly agreed between the Parties in writing, the Customer may not, during the Term or for a period of 12 months after completion of Services pursuant to a particular Schedule, directly or indirectly, by or through itself, its Affiliates, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

20.1.1 solicit or induce, or endeavour to solicit or induce an Employee (as defined below) of Vizst; or

20.1.2 employ or engage or offer to employ or engage an Employee of Vizst without the written consent of Vizst.

For the purpose of this Clause "solicit" or "induce" means the soliciting or inducing of such Employee with a view to engaging such Employee as an employee, director, sub-contractor or independent contractor. "Employee" means a person employed or engaged by Vizst for a continuous period of 6 months or more, who was employed or engaged in the provision of the Services under this Agreement.

20.2 In the event of any breach by the Customer of the provisions of Clause 20.1 resulting the employment or engagement any Restricted Employee then the Parties agree that:

20.2.1 the said Employee shall not commence his or her employment until the end of the 12 month term as provided in Clause 20.1; and

- 20.2.2 the Customer employing the Employee shall pay on demand a fee equal to 100% of that Employee's total annual remuneration (including, for the avoidance of doubt – salary, bonus, commission and the monetary equivalent of any employee benefits) within 14 days of receipt of invoice, or in the alternative acknowledges Vizst shall have the right to seek damages for breach.
- 20.2.3 the sums referred to in this Clause are a fair and genuine estimate of the loss and damages the Parties would suffer if a Party breaches Clause 20.1.
- 20.2.4 this Clause 20.1 shall survive for a period of 12 months post the termination of this agreement.

21. DISPUTE RESOLUTION PROCEDURE

21.1 Without prejudice to the termination provisions in Clause 16, if a Party believes in good faith that the other Party has breached any material term of this Agreement, that Party shall notify the other Party, in writing setting forth in reasonable detail the nature of the alleged breach ("Notice of Breach"). If the other Party does not dispute the validity of the Notice of Breach, it must promptly undertake to cure and remedy the breach set out in the Notice of Breach. If the other Party disputes the validity of the Notice of Breach, then the Parties must comply with the following provisions.

21.2 Any dispute to be resolved under this Clause 17 must first be submitted for resolution to the representatives of each Party then charged with the administration of this Agreement. If such representatives are unable to resolve the dispute within 5 Business Days after the date on which the Notice of Breach is received by the other Party, then the dispute must be submitted to the directors (or persons of comparable authority) of each Party for resolution. If such directors are unable to resolve the dispute within 10 Business Days after the date on which the Notice of Breach is received by the other Party, then each Party is free to pursue whatever remedies that may be available to it in respect of the subject matter of the dispute.

21.3 The cure period provided in this Agreement for any breach which is the subject of a dispute submitted for resolution under this Clause will be suspended during dispute resolution procedures set out in this Clause 21 and commence to run on the day after the dispute has been resolved in favour of the aggrieved Party or the dispute resolution procedures have been exhausted, whichever is applicable.

21.4 Before resorting to legal proceedings, the Parties may (but are not obliged to) attempt to settle by negotiations between them in good faith all disputes or differences between them out of or in connection with this Agreement. The Parties further agree that (provided that both Parties consider that such negotiations will be assisted thereby), they will appoint a mediator by mutual agreement, or failing mutual agreement each Party will appoint a mediator of their choice and the two appointed mediators will appoint a third mediator to assist them and the Parties in such negotiations. Mediation will take place in London or such other place as the Parties mutually agree. Both Parties agree to co-operate fully with the appointed mediator (or mediators), provide such assistance as necessary to enable the mediators to discharge their duties, and to bear equally

between them the fees and expenses of the mediators, but otherwise each Party shall bear their own costs. Unless the Parties otherwise agree in writing, if mediation is unable to resolve the dispute within 30 days from the Notice of Breach above then either Party may seek to have the dispute determined by the courts of England and Wales.

22. SECURITY

22.1 Vizst shall maintain the security of Data, Services and Deliverables in accordance with the specific security requirements of the Customer as defined in the Security Policy, any relevant Schedule and in accordance with Best Industry Practice.

22.2 If Vizst wishes to make any change to its systems or hardware used for this Agreement or which will have a material impact on the Services or Deliverables of this Agreement, Vizst shall notify the Customer and request approval in accordance with the Change Control Procedure.

22.3 Without limitation to Clause 22.1 Vizst shall always ensure that the level of security employed by Vizst in conjunction with the Customer is appropriate throughout the Term to prevent:

- 22.3.1 loss of integrity or availability of the Data stored and processed by or on behalf of Vizst under this Agreement;
- 22.3.2 loss of confidentiality of any confidential data or part thereof on any Data, Services or Deliverables;
- 22.3.3 unauthorised access to, use of, or interference with the Data, Services or the Deliverables; and
- 22.3.4 unauthorised access to networks, premises or systems used by Vizst or any sub-contractor of Vizst in performing the relevant Services.

22.4 Vizst shall document security policies and procedures within the Security Policy document. Vizst shall provide a Security Policy to the Customer at least annually. Any agreed changes to the Security Policy will be actioned by Vizst within 10 Business Days of such agreement and Vizst shall issue an updated version of the Security Policy to the Customer.

22.5 Vizst shall not at any time knowingly introduce any computer virus or other contamination onto any of the Customer's systems or Vizst's systems and the Customer shall not at any time knowingly introduce any computer virus or other contamination onto any of Vizst's systems or any Customer systems managed by Vizst as part of the Services. Vizst shall ensure that it complies with Best Industry Practice in the prevention and removal of any computer virus on Vizst's systems.

23. GENERAL CUSTOMER OBLIGATIONS

23.1 The Customer shall:

- 23.1.1 ensure that any information it provides is complete and accurate;

- 23.1.2 co-operate with Vizst in all matters relating to the Goods and Services;
 - 23.1.3 provide Vizst, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Vizst;
 - 23.1.4 provide Vizst with such information and materials as Vizst may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - 23.1.5 obtain and maintain all necessary consents, licenses, permissions and authorisations that are required for the Services including; consent for any to buildings on entrance to property required from local authorities, landlords or owners; for the installation of Vizst or 3rd party equipment; or for the use of the Services over the Customers Network or at a site;
 - 23.1.6 comply with, and ensure that its Users comply with, all Applicable Law in the receipt and use of the Services;
 - 23.1.7 Adhere and comply with the Compliance Obligations; and
 - 23.1.8 keep and make available to Vizst any operating manuals and CDs containing programs or other data supplied with any of the CPE.
 - 23.1.9 Be responsible for any damage to or loss of the Vizst Equipment other than due to fair wear and tear.
- 23.2 The Customer shall not use, and shall prevent its agents, representatives, subcontractors, consultants, and employees from using, the Services:
- 23.2.1 in breach of any reasonable instruction given by Vizst to the Customer from time to time;
 - 23.2.2 in contravention of any licence, code of practice, instruction or guideline issued by any regulatory body, or any third party's rights;
 - 23.2.3 to send, receive, upload, download, use or reuse any information or material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing or cause annoyance, inconvenience, needless anxiety or are intended to deceive or are in breach of confidence, copyright, privacy or any other similar right;
 - 23.2.4 in a manner which may result in Vizst, or its suppliers, incurring any liability to a third party;
 - 23.2.5 in a manner which may damage Vizst's reputation, or its suppliers' reputation, or the reputation of the Services, or otherwise bring Vizst, its suppliers, or the Services into disrepute;
 - 23.2.6 fraudulently, improperly, immorally or in connection with a criminal offence or in any way that is unlawful; or

- 23.2.7 in any way Vizst considers to be, or likely to be, detrimental to the provision of the Services to the Customer or to the provision of any service to any other customer of Vizst.

24. SUSPENSION

24.1 Without limiting its other rights or remedies, Vizst shall have the right to suspend provision of the Services if:

- 24.1.1 Vizst reasonably believes that the Services are being used in an unauthorised or illegal manner; or
- 24.1.2 Ofcom or any other regulatory body requires Vizst to suspend the Services;
- 24.1.3 to conduct Planned Maintenance, in which case Vizst will notify the Customer in advance;
- 24.1.4 if Vizst (or its subcontractors) reasonably considers that it is required to do so in order to safeguard the integrity and security of its network.

24.2 Vizst will endeavour to notify the Customer in advance of any restriction or suspension for any of the events listed in paragraph 24.1 as soon as commercially reasonable.

24.3 Where Vizst exercises its rights to restrict or suspend the Service in paragraph 24.1.4 where the need to safeguard the integrity of security of the network arose as a result of a breach by the Customer:

- 24.3.1 the Customer will continue to be liable for all applicable Charges for that Service until the Order is terminated; and

25. GENERAL

25.1 Entire agreement: This Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, proposal, promise or representation made or given by or on behalf of Vizst which is not set out in this Agreement. Any proposal, samples, drawings, descriptive matter or advertising issued by Vizst, and any descriptions or illustrations contained in Vizst's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of this Agreement or any other contract between Vizst and the Customer for the supply of the Goods and/or Services.

25.2 Assignment and subcontracting: Customer shall not, without the prior written consent of Vizst, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

25.3 Notices: Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery, by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or by email at the email address notified by the receiving party in a notice to the other party from time to time, including as updated on an Order.

25.3.1 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, where receipt of the email is confirmed or acknowledged, including by transmission of an automatic electronic read receipt or a manual acknowledgement from the recipient.

25.3.2 This clause 25.3 shall not apply to the service of any proceedings or other documents in any legal action.

25.4 Waiver: A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

25.4.1 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

25.5 TUPE: The customer and Vizst believe that the commencement and provision of the Services will not constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) 2006 as amended or replaced from time to time ("TUPE"). Consequently, no employee will transfer to Vizst on commencement of the Services under this Agreement.

25.6 Insurance: Vizst shall at its own expense for as long as Vizst supplies Services under this Agreement:

25.6.1 Maintain a policy of Public Liability Insurance with a limit of indemnity not less than five million pounds sterling (£5,000,000) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance, unless otherwise specified in a Schedule; and

25.6.2 Maintain a policy of Professional Indemnity Insurance with a limit of indemnity of not less than five million pounds sterling (£5,000,000) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance, unless otherwise specified in a Schedule.

25.6.3 Vizst shall, as soon as reasonably practical after a request from the Customer, supply The Customer with copies of all insurance policies and evidence that the relevant premiums have been paid.

25.7 Severance: If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

25.7.1 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

25.8 No partnership: Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in anyway.

25.9 Marketing and PR: The Customer agrees that Vizst may identify the Customer as a customer of Vizst and create and make available a case study or similar of the work that Vizst has done for the Customer. Other marketing activities will be agreed between the Parties.

25.10 Third parties: A person who is not a party to this Agreement shall not have any rights under or in connection with it.

25.11 Variation: Any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing and signed by both parties.

25.12 Governing law and jurisdiction: This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 – EQUIPMENT

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the sale of Equipment, or supply of leased Equipment by Vizst to the Customer, in addition to the Terms and Conditions.

2. EQUIPMENT DELIVERY

2.1 Delivery shall be within a reasonable time of acceptance of the Order and the Customer agrees to accept delivery at any time during Working Hours. Vizst shall not be liable for any delay in delivery of the Equipment however caused and time shall not be of the essence for delivery.

2.2 The Fees quoted shall include transportation and delivery costs to a United Kingdom delivery address unless specifically stated on the Order.

2.3 Vizst may deliver the Equipment in separate instalments. Each delivery shall constitute a separate order and failure by Vizst to deliver any one or more of the instalments in accordance with this Agreement or any claim by the Customer in respect of any one or more instalments shall not affect the remainder of the instalments nor entitle the Customer to treat this Agreement as repudiated.

2.4 The Customer must inspect Equipment on delivery and provide to Vizst, in writing, full particulars of any failure of the Equipment to meet any specific terms of this Agreement within five (5) Working Days of delivery. Time shall be of the essence for this obligation to enable Vizst to raise issues with its supplier within the time limits allowed by them. The Customer shall be deemed to have accepted the Equipment if no such written particulars are presented within such time.

2.5 The Customer shall be responsible (at its own cost) for preparing the delivery address to accept the delivery of Equipment, including but not limited to, providing the necessary access and facilities required to deliver and install the Equipment, as advised to the Customer by Vizst.

2.6 Delays in the delivery of an Order shall not entitle the Customer to:

- 2.6.1 refuse to take delivery of the Order;
- 2.6.2 claim damages; or
- 2.6.3 terminate the Agreement, subject always to clause 16 and clause 18.

Vizst shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under the Agreement.

2.7 For the purposes of clause 5, the balance of the Fees in respect of the Equipment shall be payable upon the earliest of:

- 2.7.1 the delivery of the Equipment;

2.7.2 the first attempted delivery of the Equipment pursuant to this Schedule 1 (Equipment);
or

2.7.3 upon a notification to the Customer by Vizst that the Equipment is ready for delivery
or collection.

2.8 Any applicable Equipment warranty period will commence on the earlier of: (i) delivery, (ii) collection, (iii) first attempted delivery, or (iv) where Equipment is in consignment, pending receipt of delivery instructions from the Customer.

2.9 If the Customer fails to take delivery of Equipment or fails to give Vizst adequate delivery instructions then without prejudice to any other right or remedy available to Vizst, Vizst may:

2.9.1 store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

2.9.2 sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price payable pursuant to this Agreement or charge the Customer for any shortfall thereof.

2.10 Pursuant to paragraph 6, the Customer is responsible at its cost for returning any Equipment to Vizst (or a third party confirmed by Vizst) as part of an Equipment warranty claim within the applicable warranty period, and for paying any subsequent delivery charges for replacement or repaired Equipment.

3. RISK AND PROPERTY

3.1 Risk in the Equipment shall pass to the Customer on delivery to the Customer Premises or, if the Customer fails to take delivery of Equipment then (except where that failure or delay is caused by Vizst's failure to comply with its obligations under this Agreement) risk shall pass to the Customer on deemed delivery which shall be at the point when Vizst attempted delivery of the Equipment to the Customer Premises, and Vizst may exercise any of the options set out in paragraph 2.8. The Customer shall be responsible for fully insuring the Equipment against all normal risks with effect from the time that risk passes.

3.2 Title to the Equipment (except where any Intellectual Property Rights are reserved) shall not pass to the Customer until Vizst has received payment in full (in cleared funds) of the Fees payable under this Agreement in which case title to the Equipment shall pass at the time of payment of all such sums, save that in the event of a relevant lease agreement between the Customer and a third party, title shall only pass in accordance with that lease agreement.

3.3 Until title has passed to the Customer, the Customer shall:

3.3.1 store the Equipment as Vizst's (or the lessor's where applicable) bailee on a fiduciary basis and shall keep Equipment separate from all other goods held by the Customer

and third parties so that they remain readily identifiable as Vizst's (or the lessor's) property;

- 3.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- 3.3.3 maintain the Equipment in satisfactory condition and keep them insured on Vizst's behalf for their full price against all risks with an insurer that is reasonably acceptable to Vizst. The Customer shall obtain an endorsement of Vizst's interest in the Equipment on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Customer shall allow Vizst to inspect the Equipment and the insurance policy;
- 3.3.4 give Vizst such information as Vizst may reasonably require from time to time relating to: (i) the Equipment; and (ii) the ongoing financial position of the Customer.

3.4 At any time before title to the Equipment passes to the Customer (and provided the Equipment is still in existence), Vizst (or the relevant lessor) may require the Customer to deliver up all Equipment to Vizst (or the relevant lessor) in its possession and, if the Customer fails to do so promptly, enter upon any premises of the Customer or any third party where Equipment is stored in order to recover them.

3.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which is not its property, but if the Customer does so, all monies owing by the Customer to Vizst (or the relevant lessor) shall (without prejudice to any other right or remedy of Vizst or the relevant lessor) forthwith become due and payable. The Customer's right to possession of Equipment before the legal and beneficial ownership has passed to it shall terminate immediately if any of the circumstances in clause 16 arises, or if the Customer fails to make any payment to Vizst on the relevant due date.

3.6 On termination of this Agreement for any reason, all Vizst's rights pursuant to this paragraph 3 shall remain in effect.

3.7 Any advice or suggestion given by Vizst about the storage, application or use of Equipment or any representation concerning Equipment which is not confirmed in writing by Vizst is followed or acted upon entirely at the Customer's own risk, and accordingly Vizst shall not be liable for any such advice or recommendation which is not so confirmed.

3.8 Notwithstanding anything in this paragraph 3, where hardware is installed in Customer Premises as a component part of the delivery of Services, then this will not be considered Equipment sold or leased to the Customer, but for the duration of such Services the Customer is responsible for risk to such hardware. Such hardware supplied by Vizst in relation to the Services shall be deemed to be and remain the property of Vizst at all times and the Customer agrees to return all such hardware to Vizst in good working order (fair wear and tear excepted) within 10 Working Days of the date of termination of the Services for any reason. The Customer agrees to pay Vizst for any Equipment not returned based on the replacement cost, or the non-return charge levied by a third-party Vizst.

4. INSTALLATION

4.1 Where set out in an Order, Vizst may provide basic installation of Equipment at Customer Premises. Complex installations may be dealt with as an Order for Professional Services.

4.2 Where installation is included in an Order:

- 4.2.1 the Customer shall nominate an appropriately skilled and knowledgeable contact person who shall be available to liaise with and respond to queries from Vizst and to accompany Vizst whilst on Customer Premises; and
- 4.2.2 the Customer shall prepare the Customer Premises for delivery or installation of Equipment at its own expense and provide such environmental and operational conditions as Vizst shall reasonably request;
- 4.2.3 Vizst shall install the Equipment at the Customer Premises (or other specified location) on or as soon as reasonably practicable after delivery;
- 4.2.4 it may be necessary (in Vizst's reasonable opinion) to remove or otherwise disconnect any of the Customer's existing equipment then the Customer shall ensure back-ups of any data are completed and Customer shall permit and obtain all necessary consents for such removal and/or disconnection and shall give Vizst all necessary assistance for the same to be carried out or if so required by Vizst the Customer shall do so itself;
- 4.2.5 the Customer shall make available to Vizst such programs, operating manuals and information as may be necessary to enable Vizst to perform its obligations hereunder and shall if requested by Vizst provide staff familiar with the Customer's programs and operations and who shall co-operate fully with Vizst;
- 4.2.6 the Customer shall provide such telecommunication facilities as are reasonably required by Vizst for testing and diagnostic purposes or for any other reasonable purpose at the Customer's expense;
- 4.2.7 once the Equipment has in the opinion of Vizst successfully passed its installation tests the Equipment shall be deemed accepted by the Customer;
- 4.2.8 the Customer shall not be entitled to delay acceptance of Equipment (or to delay payment or commencement of any lease or finance agreement in relation to Equipment) in the event that any third party fails for any reason to supply or install any line, service or equipment for use with the Equipment; and
- 4.2.9 if the Customer connects the Equipment to any telecommunication or other system the Customer shall be responsible for obtaining the consent of the owner of that system (if necessary) to such connection and for complying with all conditions relating thereto.

4.3 In the event the Customer cancels, postpones, or reschedules scheduled installation, Vizst may, to the extent Vizst cannot reschedule its applicable resources, charge Customer a rescheduling or cancellation fee.

5. QUANTITY AND DESCRIPTION

5.1 The quantity and description of the Goods and Software shall be as set out in the Order.

5.2 Vizst reserves the right (but does not assume the obligation) to make any change in any specification of the Goods, Software or Services which is required to conform with any applicable legislation, or which does not materially affect the quality or performance of the Goods, Software or Services.

6. WARRANTY

6.1 Where Vizst is not the manufacturer of the Goods, Vizst shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to Vizst.

6.2 Vizst warrants that on delivery, and for a period of 3 months from the date of delivery ("warranty period"), the Goods shall conform in all material respects with any applicable Specification.

6.3 Subject to paragraph 6.4, if:

6.3.1 the Customer gives notice in writing to Vizst during the warranty period within a reasonable time of discovery that any of the Goods does not comply with the warranty set out in paragraph 6.2; and

6.4 Vizst is given a reasonable opportunity of examining such Goods; and

6.4.1 the Customer (if asked to do so by Vizst) returns such Goods to Vizst's place of business;

6.4.2 at the Customer's cost, Vizst shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.5 Vizst shall not be liable for Goods' failure to comply with the warranty set out in paragraph 6.2 if:

6.5.1 the Customer makes any further use of such Goods after giving notice in accordance with paragraph 6.3; or

6.5.2 the defect arises because the Customer failed to follow Vizst's or manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; or

6.5.3 the Customer alters or repairs such Goods without the written consent of Vizst; or

6.5.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

6.6 Except as provided in this paragraph 6, Vizst shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in paragraph 6.

6.7 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

6.8 This Schedule shall apply to any repaired or replacement Goods supplied by Vizst.

7. ADDITIONAL EXCLUSIONS IN RELATION TO EQUIPMENT

7.1 Vizst shall not be liable to the Customer for any failure of Equipment due to:

- 7.1.1 use in a manner which is not in accordance with the manufacturer's or Vizst's instructions or recommendations, other failure to follow Vizst's instructions, repair other than by Vizst or use of parts or accessories not authorised by Vizst;
- 7.1.2 any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and/or other service providers' equipment and/or host PBX systems;
- 7.1.3 failure or fluctuations of electric power, air conditioning, humidity control or other environmental conditions; or
- 7.1.4 accident, neglect, misuse, negligent use, wilful abuse, or default of the Customer, its employees or agents, or any third party.

8. WEEE REGULATIONS

8.1 The Customer will:

- 8.1.1 be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Order that has become waste electrical and electronic equipment ("WEEE"). Vizst and the Customer acknowledge that for the purposes of Regulation 9 this Clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;
- 8.1.2 be responsible for any information recording or reporting obligations imposed by the WEEE Regulations.

9. CPE

9.1 Title in the CPE shall at all times remain with either Vizst or its suppliers (as the case may be).

9.2 In respect of any CPE supplied to the Customer under the Agreement, the Customer shall:

- 9.2.1 use the CPE in accordance with any instructions Vizst may provide from time to time and only for the purposes of using the Services in accordance with the Agreement;
 - 9.2.2 not move, modify, relocate or any way interfere with the CPE;
 - 9.2.3 not have the CPE repaired or serviced except by Vizst or any suppliers approved by Vizst in writing;
 - 9.2.4 keep the CPE fully insured for risk of loss, theft, destruction, damage;
 - 9.2.5 not create or allow any charges, liens, pledges, or other encumbrances to be created over the CPE; and
 - 9.2.6 permit Vizst, or its suppliers, to inspect and test the CPE at all reasonable times
- 9.3 The Customer shall be liable for any damage to the CPE, and Vizst's suppliers' networks, which is caused by the Customer.

SCHEDULE 2 – SOFTWARE AND CLOUD SERVICES

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the sale of Software, or provision of Cloud Services by Vizst to the Customer, in addition to the Terms and Conditions.

2. SOFTWARE

2.1 Unless otherwise set out in an Order, in relation to Software:

- 2.1.1 delivery shall occur when Vizst or its third party Vizst makes the Software available for download and/or provides any applicable licence keys;
- 2.1.2 Software is non-transferable, non-sublicensable, non-exclusive, and limited to the total use rights granted in the Order (based on named users) for internal business purposes;
- 2.1.3 the Software licence shall be for the Initial Term;
- 2.1.4 Software may only be used by the Customer, and express permission is required prior to any use by Customer Affiliates, which may require additional Fees;
- 2.1.5 the Customer must adhere to the applicable end user licence agreement; and
- 2.1.6 provided Customer subscribes to support and maintenance in respect of the Software, Vizst shall provide associated Support which may include updates and upgrades in relation to the Software.

2.2 Where an order for Equipment includes Software attaching thereto, and for which there are no distinct Software Fees, Customer's licence to use such Software, including the end user licence agreement, shall be as provided as part of the Equipment.

2.3 The Customer shall not, and shall not permit any other party to:

- 2.3.1 disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the products or services; adapt, modify, or prepare derivative works based on any of the Intellectual Property Rights; or use any of the Intellectual Property Rights to create any computer program or other material that performs, replicates, or utilises the same or substantially similar functions as the products and services provided hereunder;
- 2.3.2 disclose the products or services or its operation to third parties, or use the products or services in a service bureau or time-sharing environment;

- 2.3.3 alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any Intellectual Property Rights; or fail to ensure that all such notices and legends appear on all full or partial copies of Intellectual Property Rights or any related material;
- 2.3.4 sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any Intellectual Property Rights or any of the rights or obligations granted to or imposed on Customer hereunder. Specific End User Licence Agreements

2.4 Where an Order includes third-party Software or Cloud Services which has a specific End User Licence Agreement (EULA), such EULA shall apply to Customer's use of such Software and/or Cloud Services, in addition to this Agreement.

3. GENERAL

3.1 The Early Termination Fees for Software (including Software maintenance), Cloud Services and/or Managed Services shall be 100% of the Fees payable for the remainder of the Term.

3.2 Commencement Date. Unless otherwise clearly set out in the Order, Software and/or Cloud Services shall be deemed to commence at the point at which the Software and/or Cloud Services is initially available, which may be prior to any configuration, porting, or other Professional Services, and this may be before the date on which the Customer actually begins to use the Software and/or Cloud Services.

3.3 Service Levels. Where applicable, Service Levels for Cloud Services and/or Managed Services, will be specified in the Service Description. Service Levels shall not apply to any beta, pilot, trial subscriptions, demonstrations, non-production environments, or other form of proof of concept.

3.4 Save as set out at paragraph 3.5 below, the Customer is responsible for ensuring it has sufficient connectivity (including local area and wide area networks) to consume, access or otherwise use the Cloud Services. Vizst shall not be responsible for any claim arising related to the Customer's failure to maintain sufficient connectivity.

3.5 Where the Cloud Services and/or Managed Services are provided together with Connectivity Services, Vizst shall not have any liability arising from such claims relating to connectivity issues set out in paragraph 3.3 of Schedule 3 (Connectivity Services) which Customer accepts may materially impact the delivery of the Cloud Services from time-to-time.

3.6 Provided there is no material degradation in the Cloud Services, Vizst may update or amend such Services from time-to-time, and Vizst may, upon reasonable notice, migrate the Customer to an alternative service which provides substantially similar functionality.

3.7 Where Vizst installs any hardware at Customer Premises as part of the Services, paragraph 3.8 of Schedule 1 (Equipment) shall apply.

3.8 Where any Cloud Services include the use by the Customer of caller line identification functionality, whether or not as part of Connectivity Services Ordered, the Customer shall comply with paragraphs 4.2 and 4.3 of Schedule 3 (Connectivity Services).

3.9 Where Professional Services are set out in an Order related to Software and/or Cloud Services, Schedule 5 (Professional Services) shall apply.

3.10 Vizst records information relating to the Customer's use of the Software and/or Cloud Services including volumes of usage, timings, call records, and other relevant information having regard to the Services. The Customer acknowledges and agrees that Vizst's data records shall, save in the case of demonstrable error, constitute proof of usage without further detail of any of Customer's activity relating to such usage.

4. CLOUD SERVICES

4.1 Cloud Services include the provision of hosting, as further specified in an Order, and may include infrastructure as a service, data storage, back-ups, disaster recovery, software as a service, or other cloud services, in accordance with the Service Description.

4.2 Managed Services include the provision of managed services, as further specified in an Order, and may include system or device monitoring, security, direct routing, managed telephony, or other managed services, in accordance with the Service Description.

4.3 Unless otherwise set out in an Order, Vizst will use reasonable endeavours to deliver Cloud Services 24 hours per day, 7 days per week, excluding any Scheduled Downtime, where "Scheduled Downtime" means any downtime scheduled to perform system maintenance, backup, upgrade, migration or other functions for the Connectivity Services, any other downtime incurred as a result of a Customer request and unscheduled maintenance performed outside Working Hours, provided that Vizst has used reasonable endeavours to give the Customer notice in advance ("Emergency Maintenance").

4.4 Vizst may limit or temporarily suspend access to any or all Cloud Services for the purpose of Scheduled Downtime or Emergency Maintenance. Where reasonably possible, Vizst will give Customer prior notice of such Scheduled Downtime during off-peak hours and Emergency Maintenance. Where Vizst suspends the Services in connection with this Agreement, such suspension periods for Scheduled Downtime and Emergency Maintenance shall not count towards any calculation of downtime.

4.5 Use of the Cloud Services by Customer, Customer's personnel or any other party authorised hereunder shall at no time exceed the total use rights granted in the Order. Where the Cloud Services enable the Customer to exceed the total use rights, Vizst shall invoice the Customer for such overuse in arrears in accordance with Vizst's then current rates, which may include an uplift not to exceed twenty-five percent (25%) to reflect the overuse.

4.6 Where Cloud Services include the provision of cloud telephony, the applicable provisions of Schedule 3 (Connectivity Services) shall also apply.

4.7 Managed Services may include the provision, for the duration of the Managed Services, of on-premise components and/or the installation of Software on endpoints.

4.8 Notwithstanding anything to the contrary of this Agreement, Vizst may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Services solely for Vizst and its Vizst's internal business purposes (including, but not limited to, improving the Services and creating new features) and such anonymised and aggregate data shall not be considered Customer Data.

SCHEDULE 3 – CONNECTIVITY SERVICES

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the provision of Connectivity Services by Vizst to the Customer in addition to the Terms and Conditions.

2. OVERVIEW

2.1 Where set out in an Order, Connectivity Services may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.

2.2 Connectivity Services include the provision of connectivity services, as further specified in an Order, and may include mobile telephony, wide area network, call routing, line rental, or other connectivity services, in accordance with the Service Description. Connectivity Services may be delivered in conjunction with Cloud Services.

2.3 Vizst will provide Support in relation to Connectivity Services, at the support level specified on an Order.

2.4 Unless otherwise set out in an Order, Vizst will use reasonable endeavours to deliver Connectivity Services 24 hours per day, 7 days per week, excluding any Scheduled Downtime, where "Scheduled Downtime" means any downtime scheduled to perform system maintenance, backup, upgrade, migration or other functions for the Connectivity Services, any other downtime incurred as a result of a Customer request and unscheduled maintenance performed outside Working Hours, provided that Vizst has used reasonable endeavours to give the Customer notice in advance ("Emergency Maintenance").

2.5 Additional Definitions:

2.5.1 PBX: Private Branch Exchange;

2.5.2 Service Schedule: schedule relating to Wide Area Network Services and/or Internet Services as stated in an Order;

2.5.3 SIP: Session Initial Protocol

2.5.4 WAN: Wide Area Network

3. GENERAL

3.1 Where set out in an Order, the Services may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.

3.2 Due to the nature of telecommunications and connectivity, Vizst cannot guarantee a fault free service. Quality and availability of services may be affected by factors outside Vizst's control such as physical obstructions or faults in public or private telecommunications networks, or disruptions to the internet, or associated services in general.

3.3 The Customer acknowledges that the speed and availability of Connectivity Services may depend on a number of factors including, distance from the exchange or radio access network, local availability and line capability. Vizst shall have no liability to the Customer if the Customer's line does not produce a top speed of the maximum speed advertised. Customer further acknowledges that download speeds or other measurements will be highest at the point of delivery into the Customer Premises, and speeds may degrade depending on local area network configuration and/or the local environment.

3.4 The Customer acknowledges that set-up and installation services may require Customer to co-operate with one or more third parties over which Vizst has no control and that considerable time may be involved in such services. The Customer agrees to co-operate in full with all reasonable requests regarding set-up and installation.

3.5 The Customer shall obtain any relevant consents and approvals for the installation and use of any equipment with the Services. Vizst shall have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any laws or regulations or does not obtain such consents or approvals and if Vizst incurs any costs, either in connection with a liability to a person or in any other way, arising out of any such omission by the Customer then the Customer shall promptly reimburse such amounts to Vizst.

3.6 The Customer shall be responsible for the proper use of the Services in accordance with applicable law and undertakes: (a) where applicable, not to connect to and use the Connectivity Services other than by means of equipment approved for connection under the Telecommunications Act 1984 and amendments to it that may be made from time to time (the "Act") and to use the Services solely in accordance with the Act; and (b) not to contravene the Act, including any other relevant legislation, regulation or licence from time to time.

3.7 Where Vizst installs any hardware at Customer Premises as part of the Services, paragraph 3.8 of Schedule 1 (Equipment) shall apply.

3.8 Provided there is no material degradation in the Connectivity Services, Vizst may update or amend such Services from time-to-time, and Vizst may, upon reasonable notice, migrate the Customer to an alternative service which provides substantially similar functionality.

3.9 Vizst may limit or temporarily suspend access to any or all Connectivity Services for the purpose of Scheduled Downtime or Emergency Maintenance. Where reasonably possible, Vizst will give Customer prior notice of such Scheduled Downtime during off-peak hours or Emergency Maintenance. Where Vizst suspends the Services in connection with this Agreement, such suspension periods for Scheduled Downtime and Emergency Maintenance shall not count towards any calculation of downtime.

3.10 Where the Connectivity Services are suspended in accordance with clause 16, a re-connection charge may be payable by Customer.

3.11 Vizst records information relating to the Customer's use of the Connectivity Services including volumes of usage, timings, call records, and other relevant information having regard to the Services. The Customer acknowledges and agrees that Vizst's data records shall save in the case of demonstrable error constitute proof of usage without further detail of any of Customer's activity relating to such usage.

3.12 Vizst will commence delivery of the Connectivity Services from the Commencement Date. The Customer acknowledges there may be a lead-time between the Agreement Date and the Commencement Date. The Customer shall have 3 Working Days from the Commencement Date (the "Review Period") in which to notify Vizst of any material non-conformity of the Connectivity Services with the Agreement. In the event that the Customer has not served a notice of material nonconformity within the Review Period, the Connectivity Services shall be deemed to be accepted. If the Customer serves a notice of material non-conformity in the Review Period then Vizst shall remedy the applicable defect in the Connectivity Services as soon as reasonably possible and re-submit the applicable Connectivity Services to the Customer for further review. Vizst shall have the right, but not the obligation, to be present during the carrying out of any review of the Connectivity Services.

3.13 Routers. Where a router or modem is provided as part of Connectivity Services, the provisions of paragraph 3.8 of Schedule 1 shall apply, and particular attention is drawn to the potential charges associated with non-return of such Equipment.

4. TELEPHONY

4.1 Vizst may change any telephone numbers allocated to the Customer after giving reasonable notice to the Customer where such change is necessary in order for Vizst to comply with a law or regulation or for operational reasons.

4.2 Where the Customer uses any caller line identification ("CLI") functionality as part of the Connectivity Services, the Customer shall ensure:

- 4.2.1 the number requested for use as a presentation number ("PN") is either allocated to the Customer and the Customer does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Customer but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;
- 4.2.2 the PN connects when dialled;
- 4.2.3 the PN is not connecting to a revenue sharing number that generates excessive or unexpected call charges; and
- 4.2.4 any presentation of either PNs or network numbers ("NNs") complies in all respects with all regulatory requirements and guidelines in all territories and jurisdictions

globally and both PNs and NNs are generated in accordance with the relevant technical standards including but not limited to NICC Standard ND1016 and any subsequent revisions thereof.

4.3 The Customer agrees to indemnify and hold Vizst harmless in respect of any costs, charges, damages, losses, expenses or other liability incurred by Vizst as a result of any breach by the Customer or failure to comply with the provisions of paragraph 4.2.

4.4 Customer acknowledge that use of telephony services may be governed by various regulatory requirements and Customer warrants that:

- 4.4.1 it will comply with all laws and regulatory requirements in relation to the use of the Service;
- 4.4.2 obtain a licence under the PRS licence requirements where required for any audio that is used in conjunction with the Service, and Customer indemnifies Vizst against any claim arising from its use of Customer's own audio;
- 4.4.3 it will not play ringing sounds to a caller once the call has been connected without playing audio that lets the caller know the call has been connected and is being charged for; and
- 4.4.4 where Customer uses any dialler facility, Customer will comply with all Ofcom (or other non-UK regulator) regulations relating to dialler services.
- 4.5 In respect of cloud telephony, the Customer acknowledges that:
 - 4.5.1 the Services may not offer all the features, quality or resilience the Customer may expect from a conventional phone line;
 - 4.5.2 the Services may sometimes be limited, unavailable or disrupted due to events beyond Vizst's control e.g. power disruptions, failures or the quality of any connection;
 - 4.5.3 the bandwidth allocated to the cloud telephony service should only be used for making and receiving cloud telephony calls, and where the Customer shares the bandwidth for any other purpose, it is likely that the quality and availability of the cloud telephony services shall be materially reduced; and
 - 4.5.4 unless expressly set out in the Order, cloud telephony Services (VoIP) do not provide the facility to make 999, 112 (or any other) emergency service calls. Customer must ensure Customer has alternative facilities to make emergency calls and that end users are aware of how to make an emergency call. Vizst does not accept any liability for damages and claims arising from the (i) failure of an emergency call being made as the result of the Services not being available at the Customer's Premises, (ii) failure to identify the location from where the emergency call is made; or (iii) failure by Customer to comply with the relevant local and/or national regulations and/or guidance related to proving access to emergency organisations. Where emergency service calls are possible, these are dependent on mains power, internet connectivity, and the Customer providing the then-current location of the caller.

4.6 Directory Listings. If the Customer has any pre-existing telephone directory entries related to any telephone numbers prior to placing any Order with the Vizst which involves the porting or transfer of such number(s), then the Customer is advised that such directory entries will follow the porting of the Customer's number and continue to be billed to the Customer as and when it is billed by the directory entry provider to the Vizst. It is the Customer's responsibility to opt-out of any directory entries prior to porting and prior to the next publication of the relevant directory if the Customer no longer wishes to retain that directory listing.

4.7 Porting of telephone numbers, either in as part of an Order, or out as part of a cancellation or migration of Services, may incur additional porting fees, and will be charged at the then-current rate.

4.8 In relation to mobile telephony, as set out in an Order, Vizst may either:

4.8.1 introduce the Customer to mobile network operators ("MNO") and the Customer will enter into a separate airtime/data agreement with its chosen MNO, which shall be on the MNO's standard terms and conditions (the "MNO Agreement") (the "Indirect Mobile"); or

4.8.2 provide mobile network services to the Customer ("Direct Mobile").

4.9 In relation to Indirect Mobile, for as long as the Customer maintains Vizst as its appointed MNO dealer with the MNO, the Services that Vizst will make available to the Customer are:

4.9.1 management of the Customer's account in accordance with the MNO Agreement so that the Customer has an appropriate tariff from those available; and

4.9.2 support for the Customer's mobile service, including: (i) Liaising with the Mobile Network Operator (MNO) on the Customer's behalf to resolve network issues; and (ii) coordinating with equipment providers to address hardware problems.

4.10 All charges arising under the MNO Agreement are payable directly to the MNO pursuant to the terms of the MNO Agreement.

4.11 The MNO requires Vizst to inform the Customer, and the Customer agrees that:

4.11.1 all charges are calculated on the basis of payment by direct debit. Payment by other methods will incur an additional fee;

4.11.2 all price plans come with free online itemised billing as standard. Paper itemised billing can be requested and will be charged at the then-current rates;

4.11.3 all pricing and charges are subject to the addition of VAT at the then-applicable rate; and

4.11.4 all orders are payable in GBP sterling. The Customer acknowledges and agrees that Vizst are not the agent of the MNO and do not accept liability for any defective performance of the MNO.

5. WAN

5.1 WAN Services (which may also be referred to as 'Fibre', 'Internet Services', or 'Leased Line'), shall be provided in accordance with the applicable Service Description.

5.2 WAN Services are conditional on a satisfactory survey and, where applicable, agreement of a site wayleave by the site owner and/or any additional costs identified by the survey. Any of the foregoing may result in a change to the lead time between the Agreement Date and the Commencement Date. An Order for WAN Services may be cancelled by Vizst without liability to the Customer if the results of any survey are in Vizst's reasonable opinion unsatisfactory, the site wayleave is not agreed, or the Customer does not agree to pay any applicable additional costs.

6. EARLY TERMINATION FEES

6.1 Early Termination Fees are calculated as follows:

- 6.1.1 line rental: any set-up costs that Vizst may have incurred in relation to installation and/or commencement of this Service, including but not limited to engineering, installation, site preparation and the cost of diallers, and all lost revenues that Vizst will suffer due to early termination of this Agreement, such calculation of revenues being based on the Customer's average call billing levels and agreed line rental charges invoiced to the Customer from the Agreement Date together with an administration fee calculated at 5% of such amount;
- 6.1.2 call routing: when line rental Services are initially priced, a discount is built into the charges for customers who choose to also route all their calls with Vizst. As a consequence, should call routing be cancelled for any reason then the ongoing line rental charges will be increased by 20% to reflect the actual costs Vizst has and will incur in providing the Services and also in monitoring and managing faults on another carrier's network;
- 6.1.3 mobile: in the event that the Customer wishes to terminate the MNO Agreement or request a change in dealer authority prior to expiry of the minimum term of the MNO Agreement then the Customer shall reimburse Vizst on a pro-rata basis for the unexpired portion of such minimum term for any account credits, Equipment Funds or discounts provided by Vizst to the Customer in connection with this Agreement. This includes the cost of any Equipment previously purchased by Vizst for supply to the Customer on a 'free of charge' basis;
- 6.1.4 SIP: 100% of the Fees that would have been payable up to the expiry of the Term;
- 6.1.5 Cloud Telephony: 100% of the Fees that would have been payable up to the expiry of the Term;
- 6.1.6 WAN: 100% of the Fees that would have been payable up to the expiry of the Term.

7. ADDITIONAL CHARGES

7.1 in relation to telephony:

- 7.1.1 call usage charges will be at Vizst's then current list price. Monthly charges for line rentals (when and where applicable) will be as set out in an Order.
- 7.1.2 the prices offered to, and agreed by the Customer, and any variations thereof agreed during the term of this Agreement are set by Vizst on the basis that all, or the substantial part of the Customer's calls are routed via Vizst during the Term. Failure by the Customer to pass all, or the substantial part of, their calls via Vizst will be a material breach of this Agreement; and
- 7.1.3 during the Term, Fee reductions may be offered by Vizst to the Customer from time to time at its sole discretion. Such reductions are based on call volume levels remaining consistent. Thus, the acceptance by the Customer of new tariffs under this Agreement shall automatically commit the Customer to a further contractual minimum duration of 12 months from the date of such change in call tariff.

8. UNAUTHORISED USE

8.1 Vizst does not warrant or represent that any Connectivity Services are immune from fraudulent intrusion or unauthorised use and accordingly Vizst will not be liable for any loss, damage, cost or expense directly or indirectly occasioned thereby. Vizst shall not be liable for any loss, damage or expense suffered by the Customer in the event of telephone fraud, system hacking or any other type of abuse of the system, software or equipment experienced by the Customer, howsoever this may occur, and whether perpetrated by the Customer's staff or other third parties.

8.2 The Customer shall be responsible for all charges incurred in connection with any use of the Services, whether or not it has authorised such use, and for ensuring that the Services are not used for the sending of any defamatory, offensive, abusive, fraudulent, obscene or menacing material or in a manner which infringes the rights of any person (including rights of copyright or confidentiality). If Vizst incurs any losses or costs, either in connection with liability to a person or in any other way, arising out of any such use then the Customer shall promptly reimburse such amounts to Vizst on a full indemnity basis.

8.3 Where the Services expressly include a telephone fraud services add-on, the benefits and limitations of that service shall be as set out in the applicable Service Description.

9. CUSTOMER EQUIPMENT CONNECTED TO THE SERVICE

9.1 Save as set out in the Scope of Work, the Customer will be responsible for connecting handsets to the Service following the procedures set out in the Product Handbook.

9.2 The Customer agrees that if it connects any equipment to the Service that is not on the list of approved equipment, the performance of the Service may be impacted. Vizst will not be liable for any faults that, in its reasonable opinion, are attributable to unapproved equipment, and the Customer will be liable for the costs associated with the correction of such faults.

9.3 Save as set out in the Scope of Work, the Customer will ensure it has adequate and correctly configured routers and switches and sufficient bandwidth to enable use of the Service. Vizst will not be liable for any faults that, in its reasonable opinion, are attributable to inappropriate or incorrectly configured Customer Equipment including switches and routers, unless they are supported under contract by Vizst, and the Customer will be liable for the costs associated with the correction of such faults.

9.4 The Customer will be responsible for deployment of Customer Equipment unless otherwise stated in the Scope of Work.

10. IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

10.1 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available with the Services will at all times remain the property of Vizst or its suppliers and will be non-transferable. All the Customer's rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the relevant Service.

10.2 Vizst cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and Vizst has no liability for any failure in the Domain Name registration, transfer or renewal process.

10.3 The Customer warrants that it is the owner of or is authorised by the owner of the trademark or name that it wishes to use as a Domain Name.

10.4 The Customer is responsible for all fees associated with registration and maintenance of its Domain Name and will reimburse Vizst for any and all fees paid by Vizst to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

10.5 Telephone numbers made available with the Cloud Service will at all times remain the property of Vizst and its subcontractors and will be non-transferable. and the Customer's rights to use telephone numbers will cease on termination or expiration of the Service.

SCHEDULE 4 – MANAGED SERVICES AND SUPPORT

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the provision of Support by Vizst to the Customer in addition to the Terms and Conditions.

2. CLOUD SERVICES, MANAGED SERVICES AND SUPPORT

2.1 Where set out in an Order, Support may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.

2.2 Support is provided at the support level specified on an Order, and as further particularised in the applicable Service Description.

2.3 During any Term, Customer designated employees shall have access to Vizst technical support through Vizst's standard telephone, email and/or web support services during the support hours applicable to the specific Services subscribed to by Customer. The contact information for Vizst's technical support personnel, support hours applicable to the Services, and error type classifications and response times can be found at <https://vizst.itclientportal.com/>. Each Customer request in accordance with this Schedule shall be considered a "Support Request".

2.4 Where set out in an Order, Support may include scenarios where Vizst attends Customer Premises, and where applicable, if as part of a Support Request, Customer requests Vizst attend Customer Premises, but following such visit Vizst finds that no such on-site Services were required or no fault has been found, the Customer agrees that, if requested, it will pay Vizst's reasonable charges for responding to such request.

3. VIZST SERVICE DESK

3.1 The Vizst Service Desk provides support to the customer in line with the SLA set out in the Order. Incidents can be logged via the Customer Portal, Email or Telephone. The service desk is structured as follows:

3.2 First Line Support and Incident Management:

3.2.1 The First Line team are responsible for taking and logging Incidents and to provide an in-depth triage service. They will then pass the Incident to the relevant Resolver Group; the team also proactively manage the Resolver Groups to ensure optimum restoration times. Major Incidents (P1, P2) will be assigned a Major Incident Manager

to act as a single point of contact for the Customer and to manage all parties involved in the restoration of service.

3.3 Second Line Support:

3.3.1 Second Line are the Resolver Groups for Incidents of all Priority Levels and will actively work with the Customer and the Software Provider to resolve Incidents as quickly as possible. They are also responsible for carrying out proactive maintenance and monitoring services to ensure events are resolved before they become Incidents. This team also provides onsite support services and part replacement where deemed necessary.

3.4 Third Line Support:

3.4.1 Third Line offer support to the Second Line Resolver Groups and will manage manufacturer escalations. Third Line work closely with the management team to ensure Incident trends are monitored to ensure optimum solution uptime is achieved.

3.5 Where set out in the Order Vizst will provide a Service Delivery Manager to the Customer. The Service Delivery Manager provides proactive management of the service and provides analytical data to measure service performance. The Service Delivery Manager is an escalation point for the customer and will work to ensure the service continually develops and improves throughout the Term.

3.6 Escalation Management:

3.6.1 The Service Desk Team Leaders, Managers and ultimately the Operations Director provide an escalation point for the Service Desk and the Customer. The Management team provide support to the team and will look to proactively manage the service to ensure restoration times perform in line with the defined SLA as set out in the Order and ensure preventive measures are carried out to avoid incidents.

3.7 The Customer Portal gives the Customer access to log Incidents and check for progress on Incidents via a web browser: <https://vizst.itclientportal.com/>.

4. SERVICE MANAGEMENT BOUNDARY

4.1 Vizst will provide and manage the Managed Services up to and including the Vizst provided access Circuits and associated termination hardware ("Service Management Boundary"). The Service Management Boundary is set out in the Service Definition Document, The Statement of Works and/or the Order.

4.2 Vizst will have no responsibility for the Services outside the Service Management Boundary.

4.3 Customer specific physical and logical access circuits not provided by Vizst will be outside the Service Management Boundary. In this instance, the Service Management Boundary will be the physical interface between the Vizst network, and the Customer provided circuits.

5. NOTIFICATION OF INCIDENTS

5.1 Vizst will only be responsible for rectifying faults that lie within the Service Management Boundary and will not be responsible for rectifying faults with the Customer's network, third party software or Customer Equipment unless supplied by Vizst under the Order.

5.2 Where the Customer becomes aware of an Incident and reasonably believes that the Incident relates to the Managed Service:

5.3 the Customer Contact or Customer's internal helpdesk will report it to Vizst;

5.3.1 Vizst will give the Customer a unique reference number for the Incident

5.3.2 Vizst will inform the Customer when it believes the Incident is cleared.

5.3.3 Vizst will pause the timing measurements for the SLA in the event that the Customer is required to provide further information regarding the Incident.

5.4 Vizst will close the Incident when:

5.4.1 the Customer confirms that the Incident is resolved within 24 hours of being informed;
or

5.4.2 Vizst has attempted unsuccessfully to contact the Customer, in the manner agreed between the Customer and Vizst, in relation to the Incident and the Customer has not responded within 24 hours of Vizst's attempt to contact.

5.5 If the Customer advised Vizst that the Incident is not resolved within 24 hours of being informed that the Incident has been cleared, the Incident will remain open, and Vizst will continue to endeavour to resolve the Incident and, where appropriate, Availability downtime will continue to be measured by Vizst, until the Incident is closed in accordance with paragraph 8.4

6. PRE-PAID TIME BANK CREDITS

6.1 Where Customer purchases pre-paid time bank credits in an Order for support services which are out of scope of standard Support ("Support Credits"), whereby Customer may call-off these Support Credits during a defined period, which may be monthly, quarterly, annually, or such other period set out in the Order.

6.2 Unless otherwise set out in the Order, Support Credits:

6.2.1 are redeemable in minimum bookings of 1 hour;

6.2.2 are valid for 12 months;

6.2.3 are subject to allocation and availability of Vizst resources;

6.2.4 performed outside a Working Day (excluding Sundays and Bank Holidays) are consumed at a rate of 150% of the normal rate, and a rate of 200% of the normal rate for Sundays and Bank Holidays;

6.2.5 are based on actual time spent, rounded up to a whole hour; and

6.2.6 are only redeemable for such scope as set out in the Order.

6.3 Any unused Support Credits for that period shall expire and not roll-over or accrue for subsequent periods, and Customer shall not be entitled to any refunds, credits or rebates in respect of unused Support Credits.

Where Customer exceeds the quantity of Support Credits during the period, Vizst will invoice the Customer in accordance with Vizst's then-current rates.

7. MANUFACTURER SUPPORT

7.1 Where defined on the Order, Vizst will escalate incidents to Software and Hardware manufacturers and manage incidents through to resolution.

8. PARTS REPLACEMENT

8.1 Where defined in the Order Vizst will replace faulty Equipment,

8.2 Vizst may supply reconditioned replacement parts where, in the opinion of Vizst, any parts of the Equipment require replacement. Once such replacement parts have been installed, those parts shall become the property of the Customer.

8.3 Any parts replaced by Vizst shall upon removal become the property of Vizst and the Customer warrants that Vizst shall have free and unencumbered title to the same.

8.4 Where the Customers, and as defined in the Order, opts to provide First Line and/or Second line support, Vizst will ship parts to site for replacement by the Customer under remote support from the Vizst service desk.

8.5 Where Vizst is not able to reasonably source replacement Equipment, Vizst shall be under no responsibility to replace the same.

9. PERFORMANCE MANAGEMENT

9.1 The Customer should refer to the [Service Definitions for Managed Services](#) for details of the Vizst Service Desk Priorities (including further priority classifications) and the Key Performance Indicators (target Response Times and target Resolution Times) which are applicable.

10. SCHEDULED AND UNSCHEDULED OUTAGES

10.1 For the purpose of updating facilities, and Planned Maintenance, scheduled downtime may occur from time to time. Vizst:

- 10.1.1 will use its reasonable endeavours to provide the Customer with advance notice of any scheduled downtime;
- 10.1.2 will use its reasonable endeavours to keep all scheduled downtime to the quietest time on the Service;
- 10.1.3 may occasionally suspend the Services for operational reasons (such as maintenance or service upgrades) or because of an Emergency, but before doing so will give the Customer as much notice as reasonably possible and whenever practicable will agree with the Customer, when the Services will be suspended.

11. MANAGED SERVICE OPTIONS

11.1 In addition to the Service Levels provided by your chosen level of vendor support, our managed services offering, comes with their own service level. These are detailed below.

Note that service levels only apply to those services within our direct control and agreed supported infrastructure, as detailed in your contract with us. Service levels do not apply where a 3rd party or support vendor requires involvement, and their own SLA comes into effect. Additionally, infrastructure not included in our managed service is not supported unless by direct agreement and falls outside of the managed service level agreement.

The Services are underpinned by the creation of recurring tasks within the Customer Portal which are scheduled on a weekly/monthly/quarterly/annual basis, and which follow Vizst's standard Incident management, escalation, and Change Control procedures.

These recurring tasks will be automatically generated and assigned to a Vizst engineer. The engineer will run through each task, making sure that all jobs have been executed and recorded within the task ticket.

11.1.1 MSP Service

The typical operational tasks Vizst complete are covered as follows:

- Proactive system maintenance
- Proactive patching of Microsoft Windows Operating systems

11.1.2 MNSP Service

The Service tiers available are:

- Aware - This is the base-level service which includes our centralised up/down status monitoring, alerting and incident handling. Pro-active

information communicated back to the customer for handling within customers' own teams.

- Core - This builds on the Standard Service offering and includes proactive support of Customer's Active Infrastructure network components.
- Apply - in addition to the features in the Aware and Core Service offerings, Apply Customers benefit from access to a dedicated Service Delivery Manager.

The typical operational tasks Vizst complete are covered as follows:

- Proactive system maintenance
- Manage and maintain network monitoring
- Network performance and system analytics

11.2 SUPPORT HOURS

11.2.1 Vizst can provide the service to cover the hours laid out below and the selected option specified in the Order:

8x5 support, weekdays covering business hours of 8:30am – 5:30pm Monday to Friday (ex UK public holidays).

8x7 support: weekdays covering business hours of 8:30am – 5:30pm Monday to Friday. On-call engineer utilised for 8:30am-5:30pm Saturday/Sunday and public holiday on call engineer will be available critical P1/P2 service issues.

24x7 support: 7 days per week support, 8:30am – 5:30pm Monday to Friday, and between the hours from 5:30pm to 8:30am Monday/Friday, and all-day Sat/Sun/Public Holidays on call engineer will be available critical P1/P2 service issues.

12. EXCLUSIONS

12.1 The Managed Services do not include services required:

- 12.1.1 as a result of damage to the Equipment caused by the Customer, its employees, its subcontractors or any other person.
- 12.1.2 to be performed outside of Support Hours;
- 12.1.3 where there is no fault with the Equipment, or any fault cannot be replicated;
- 12.1.4 due to the Equipment not being used in accordance with its manufacturer's published instructions;

- 12.1.5 due to the use of parts or supplies not approved by Vizst or the Equipment's manufacturer
- 12.1.6 due to the alteration, modification or repair of the Equipment by a party other than Vizst and its authorised representatives;
- 12.1.7 where the Customer has not carried out procedures or services, recommended by Vizst, to the Equipment;
- 12.1.8 as a result of any physical damage to the Equipment other than through fair wear and tear;
- 12.1.9 relating to any software which is a version no longer supported by the manufacturer or to which the manufacturer charges additional fees for support of the same.

12.2 Vizst shall, following a request for support by the Customer, be entitled to charge the Customer the Additional Charges where Vizst provides Managed Services in respect of the same.

13. FAIR USAGE POLICY

13.1 Vizst's fair usage policy is designed so that customers should be able to use the service in an appropriate manner to meet their needs.

A very small number of customers use an excessive amount of resource at peak times, to the extent that it can impair the service of others. Vizst's fair usage policy is designed so that Vizst are able provide the most effective service to all customers purchasing a shared service desk support agreement.

The fair usage policy will identify the very small number of very heavy users. Vizst will communicate with these users to try and establish what is driving their specific high usage and how individual usage patterns, specific applications and habits can be modified to the benefit of all. In extreme cases, Vizst may be required to apply management techniques to reduce the impact the heavy users have of the service delivery of others.

13.2 The fair usage policy will adversely impact less than 1% of customers.

Customers requesting support that averages more than 0.5 hours of support per user per month over a 2 month period are likely to be impacted by the fair usage policy. A customer that has more than 80% of users, utilising the service consistently around out of scope support are likely to be impacted by the fair usage policy. If you call Vizst's help desk to answer issues where a problem is completely stopping you from working, it is unlikely you will ever be affected by this fair usage policy where Vizst fully manage and support the underlying IT infrastructure (excluding third party cloud services).

The support service fair usage covers a maximum time allowance per ticket. The total time allowance on a support ticket will be 50% of the allowed hours within a given month based on 0.5 hours per user within the contract.

Where an infrastructure only contract (no users) exists then the calculation will be based on: monthly support contract value / 100 = number of hours available within the fair usage allowance for the support service. Fair usage policy does not apply to a support agreement with a pre-agreed maximum set number of hours.

13.3 If you are affected, Vizst will contact the key contact of your account by telephone or by email to inform them that your usage is excessive and is affecting other customers. The contact details we use will be those that you currently have registered for use of a Vizst service. Vizst will suggest steps to reduce the usage during the current period and for future periods. If continued excessive support is required in a second month then Vizst reserves the right to charge the current hourly rate for support above the calculation of hours based on 0.5 hours per user supported. For example, if the customer has 50 staff and exceeds 25 hours of support then Vizst Technology will charge per hour above that usage at the current hourly rate.

14. THE END OF SERVICE

14.1 On termination of the Order, the Customer will in accordance with Vizst's instructions:

- 14.1.1 Return and/or destroy any Manufacturer Software that does not carry a Perpetual License provided under the Order that has been installed or downloaded at the Customer's premises on any of devices, or otherwise made available or accessible by the Customer, and
- 14.1.2 Provide Vizst with certified compliance by an authorised representative of the Customer that the requirements set out in paragraph 14.1.1 have been met.
- 14.1.3 Return any devices used to deliver the Service which are not owned by the Customer. Any devices not returned will be charged for at the current manufacturers recommended retail price.
- 14.1.4 Where necessary, enable Vizst to default system administrator passwords.

15. SERVICE LEVEL AGREEMENTS

Priority Level		Target Incident Response Time	Target Resolution Time
P1	Total Loss of Service: Critical Business Impact An interruption making a critical function inaccessible or a complete network interruption causing a severe impact on service availability.	30 mins	2 hours

	No possible alternative, resulting in a complete loss of service or functionality affecting multiple users, or sites. Unavailability of one or more business applications at one or more locations, that has a major impact on the Company's business activities.		
P2	Major Service Degradation: Severe Business Impact Critical functionality or network access is interrupted, degraded or unusable, having a severe impact on service availability. Major Service Degradation resulting in a partial loss of service where major functionality is severely affected or restricted, or complete or partial unavailability of one or more business applications at one or more locations.	1 hour	4 hours
P3	Minor Faults: Inconvenient Business Impact Fault with a non-critical function or procedure, but with no direct impact on service availability. The incident affects a single user where an immediate workaround is not available and there is a non-critical impact to Company's business activities incurring a moderate loss or degradation to services. Work can reasonably continue in an impaired manner.	2 hours	16 hours
P4	Service Request A formal request for something new to be provided. Example – New accounts, New hardware, configuration changes.	4 hours	24 hours

16. THIRD PARTY RESPONSE TIMES

16.1 Where the Services are delivered by a 3rd Party Supplier to Vizst different Response Times may be relevant.

SCHEDULE 5 – PROFESSIONAL SERVICES

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the provision of Professional Services by Vizst to the Customer in addition to the Terms and Conditions.

2. SCOPE OF SERVICES

2.1 Vizst is committed to ensuring efficient resource allocation and project delivery to achieve timely and high-quality outcomes. In the event of unavoidable delays, Vizst will work collaboratively with the Customer to minimize disruption and maintain service excellence.

2.2 Where set out in an Order, Professional Services may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.

2.3 Where set out in an Order, Professional Services shall include the provision of suitably trained personnel to provide services, in each case as may be specified in a Scope of Work attached to and forming part of the Order.

3. SERVICE DELIVERY AND CUSTOMER OBLIGATIONS

3.1 Professional Services scheduling is dependent upon the allocation and availability of Vizst resources.

3.2 All Professional Services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person.

3.3 Professional Services will be performed remotely wherever it is reasonable and practicable to do so. The Customer agrees to afford all reasonable co-operation and facilities to enable such remote performance at the Customer's own cost.

3.4 Where Professional Services are performed at Customer Premises, the Customer agrees to afford Vizst prompt, full and safe access with adequate working space and such other facilities as Vizst may reasonably require and will ensure and be responsible for the health and safety of Vizst personnel. The Customer shall ensure they have adequate insurance in place to cover any reasonable loss of property by or injury to Vizst personnel whilst they are at Customer Premises in accordance with this Agreement. The Customer agrees to inform Vizst personnel of any applicable health and safety or other policies relevant to Customer Premises.

3.5 Vizst will use reasonable endeavours to provide or procure the provision of the Professional Services detailed in the Order during Working Hours. The Customer agrees to pay Vizst additional

charges at Vizst's then-current rates for Professional Services performed outside Working Hours and Vizst will use reasonable efforts to seek the Customer's agreement to such charges in advance.

3.6 The Customer is responsible for ensuring it has fully reviewed the Scope of Work prior to placing the Order and that the Scope of Work meets the Customer's requirements.

3.7 Any Professional Services provided hereunder are subject to

3.7.1 Customer's performance of any obligations in this Agreement and the Scope of Work, and

3.7.2 where applicable, the terms of a mutually agreeable implementation plan.

4. RESCHEDULING AND CANCELLATION

4.1 Vizst may apply rescheduling or cancellation fees to reflect the costs incurred and efforts required to manage changes effectively. These include:

4.1.1 **Project Cancellation:** If the Customer elects to cancel a project, the 30% advance payment made at the commencement of the project will be retained by Vizst to cover the costs of initial resource allocation, planning, and other preparatory activities.

4.1.2 **Customer-Initiated Delays:** In instances where the Customer delays a milestone or project, applicable charges will be determined based on the size of the milestone and the notice period provided. The following table outlines these charges to ensure transparency and fairness:

		Number of Professional Service days within milestone		
		1-5 days	6-20 days	21+ days
Notice given prior to initial booked date (business days)	Up to 3 days	15%	25%	50%
	4-5 days	10%	15%	25%
	6-10 days	N/A	10%	15%
	11-19 days	N/A	N/A	10%
	20+ days	N/A	N/A	N/A

4.1.3 In the event a project is delayed and subsequently cancelled, both cancellation (4.1.1) and delay (4.1.2) charges will apply. These charges will be combined and invoiced together.

These charges are intended to reflect costs incurred by Vizst in managing project schedules and ensuring resource availability.

5. ACCEPTANCE AND LIABILITIES

5.1 Once the Professional Services has, in the opinion of Vizst, successfully passed its installation tests (where applicable) the Professional Services shall be deemed accepted by the Customer.

5.2 Save as set out in clause 15, Vizst shall have no liability for any claim resulting from Professional Services performed in accordance with the Customer's specific instructions.

SCHEDULE 6 – BLOCK HOUR IT CONTRACTS

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the provision of block hour IT contract services by Vizst to the Customer in addition to the Terms and Conditions.

2. BLOCK HOUR IT CONTRACT

2.1 The Service Provider will render IT services to the Customer as requested. Services outside of the existing support contract and may include, but are not limited to installation, support, maintenance, and consulting.

3. BLOCK HOUR PURCHASING

3.1 Block hours are sold in predefined increments (e.g., 40, 80, 120 hours) and may be used for IT services provided by Vizst.

3.2 Hours are prepaid and unused time expires after 12 months from the date of purchase or when the total time purchased has been consumed.

3.3 The Customer can opt-in to auto-renewal of Block Hours Agreements based on the previous purchased amount however this is not enabled by default.

4. RATE STRUCTURE

4.1 The Customer acknowledges that rates vary depending on the type of services provided and the level of expertise required:

4.1.1 Rate Multipliers for Engineering Levels:

Tier 1 Engineering (e.g., Basic engineering and project administration): Standard rate.

Tier 2 Engineering (e.g., Advanced engineering and Project Management): 1.5x the standard rate.

Tier 3 Engineering (e.g., Technical Architect, specialised consulting): 2x the standard rate.

5. DYNAMIC PRICING

5.1 During non-peak periods, Vizst may offer a reduced rate at its discretion. This dynamic pricing will be communicated to the Customer in advance and is subject to availability.

5.2 Reduced rates during quiet periods will not impact previously agreed-upon rates for block hour purchases.

6. USE OF HOURS

6.1 The Customer will be billed in increments of 15 minutes for time used.

6.2 Any unused hours at the end of the contract cannot be carried forwards.

6.3 Should the Customer exhaust their purchased block hours, additional time will be billed at Vizst's current hourly rates unless another block hour purchase is made. The Customer will need to provide written confirmation or a purchase order to accept commercials for either the hourly rate or a top-up of the block hours with an Account Manager before work can continue.

7. SCHEDULING OF SERVICES

7.1 Services are provided during normal business hours 08:30 – 17:30. Work outside these hours, including weekends and holidays, may incur additional fees or surcharges and is subject to agreement in advance from the Service Provider.

7.2 For critical support outside normal business hours, Vizst may use the Block Hours for after-hours emergency support where the existing support contract doesn't include out of hours emergency support. This service is available at Vizst's discretion.

8. ADDITIONAL FEES

8.1 Vizst reserves the right to charge for travel expenses. These will be made clear and agreed before any engagement of work under Block Hours.

8.2 Any hardware, software, or third-party services required for the completion of tasks will be billed separately and are not included in the block hour pricing.

8.3 Pre-purchased Block Hours cannot be offset against the cost of purchasing hardware, software, or third-party services.

8.4 Block Hours can only be used for the delivery of services by Vizst employees. Where a third-party contractor or specialist consultant needs to be engaged for works then a separate quotation for that time will be created and sent to the Customer.

9. TERMINATION

Your *trusted*
technology partner



9.1 In the event of early termination, any unused prepaid hours will not be refunded to the Customer.



END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“Agreement”) GOVERNS THE USE OF PALO ALTO NETWORKS PRODUCTS (as that term “Product” is defined below).

THIS IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO HEREIN AS “CUSTOMER” or “END USER”) AND (A) PALO ALTO NETWORKS, INC., 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054, UNITED STATES, IF CUSTOMER IS LOCATED IN NORTH OR LATIN AMERICA; (B) PALO ALTO NETWORKS (UK) LTD, 22 BISHOPSGATE, LEVEL 55, LONDON, EC2N 4BQ, ENGLAND. IF CUSTOMER IS LOCATED OUTSIDE NORTH OR LATIN AMERICA; OR (C) PALO ALTO NETWORKS PUBLIC SECTOR LLC, IF CUSTOMER IS A UNITED STATES FEDERAL GOVERNMENT ENTITY OR ORGANIZATION (EACH OF THE ENTITIES LISTED IN (A), (B) OR (C) BEING REFERRED TO HEREIN AS “PALO ALTO NETWORKS”). Customer and Palo Alto Networks may be referred to herein individually as a “Party” or collectively as the “Parties”.

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING PALO ALTO NETWORKS PRODUCTS, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS BOUND TO THIS AGREEMENT, INCLUDING, IF APPLICABLE, THE PROGRAM TERMS ASSOCIATED WITH THE PURCHASE OF AN ENTERPRISE PROGRAM FOUND AT www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreement-for-attached-subscriptions.pdf AND https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreement-for-hardware-support.pdf, WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF CUSTOMER DOES NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS AGREEMENT GOVERNS THE USE OF PALO ALTO NETWORKS PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION IF ACQUIRED THROUGH PALO ALTO NETWORKS OR AN AUTHORIZED AFFILIATE OF PALO ALTO NETWORKS, OR AN AUTHORIZED DISTRIBUTOR, RESELLER, OR CLOUD MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT FOUND AT www.paloaltonetworks.com/legal/eusa WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

If Customer is using a Product for proof of concept, trial, evaluation or other similar purpose (“Evaluations”), the terms of Section 11n below shall apply.

1. DEFINITIONS

“**Affiliate**” means any entity that Controls, is Controlled by, or is under common Control with Customer or Palo Alto Networks, as applicable, where “Control” means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise. Customer acknowledges and authorizes Palo Alto Networks’ use of all Palo Alto Networks Affiliates to deliver Products and Support Services.

“**Customer Data**”, also referred to as “**End User Data**”, means data provided by or on behalf of Customer to Palo Alto Networks for processing as part of the delivery of the Product and Support Services. Customer Data does not include Systems Data.

“**Hardware**” means hardware-based products listed on Palo Alto Networks’ then-current price list or supplied by Palo Alto Networks.

“**Product**” means, collectively, Hardware, Software, Subscription, and any combination thereof.

“**Published Specifications**” mean the applicable user manual, acceptable use policies, privacy and product data sheets, and other corresponding documents published by Palo Alto Networks that are customarily available to end users of the Product(s).

“**Software**” means any software embedded in Hardware and any standalone software that is provided without Hardware, including updates, regardless of whether a fee is charged for the use of such software.

“**Subscription(s)**” means software-as-a-service and cloud-delivered security services, including updates, provided by Palo Alto Networks, regardless of whether a fee is charged for its use. Support Services and professional services are not considered Subscriptions under this Agreement.

“**Support Services**” means the maintenance, support services and customer success services provided by Palo Alto Networks or its representative in effect at the time such maintenance, support services and/or customer success services are ordered and as further set forth in the End User Support Agreement.

“**Systems Data**” means data generated or collected by the Products or Support Services in connection with Customer’s use of those Products and Support Services, such as logs, file attributes, session data, telemetry data, support data, usage data, threat intelligence or actor data, statistics, netflow data, copilot inputs and outputs, potentially malicious files or security policy violations detected by the Product, and derivatives thereof.

2. USE AND RESTRICTIONS. Customer’s rights to use the Products are limited to those expressly granted in this Section.

a. Software Use Rights

This Section 2a applies to Software only. Subject to compliance with this Agreement, upon Customer’s purchase, Palo Alto Networks grants Customer a limited, royalty-free, non-exclusive right to use the Software:

- i. in accordance with Published Specifications for the Software, and Hardware if applicable;
 - ii. solely for the term and within the scope of the use rights purchased (e.g., number of users);
 - iii. solely for internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks;
- and
- iv. through a third-party contractor providing IT services solely for Customer’s benefit, subject to their compliance with this Agreement.

All other rights in the Software are expressly reserved by Palo Alto Networks.

b. Access to Subscriptions

This Section 2b applies to Subscriptions only. During the term of the Subscriptions purchased and subject to Customer’s compliance with this Agreement, Palo Alto Networks will use commercially reasonable efforts to make the Subscriptions available twenty-four (24) hours a day, seven (7) days a week in accordance with the applicable service level agreement set forth at <https://www.Paloaltonetworks.com/services/support/support-policies> (which may be updated from time to time and at any time), except for published downtime or any unavailability caused by circumstances beyond Palo Alto Networks’ control including, but not limited to, a force majeure event described in Section 11g below. The applicable service level agreement sets forth Customer’s sole and exclusive remedy and Palo Alto Networks’ and its suppliers’ sole and exclusive liability in the event that Palo Alto Networks does not meet the service level commitments stated therein. Palo Alto Networks grants Customer a non-exclusive right to access and use the Subscriptions:

- i. in accordance with Published Specifications for the applicable Subscriptions;
- ii. solely for the term and within the usage capacity purchased (e.g., number of workloads, number of unique users; number of accounts, credits, endpoints, devices, points, seats, terabytes of data, tokens, workloads, or the like);
- iii. solely for internal use for the purpose of securing Customer’s infrastructure, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- iv. through Customer’s third-party contractor providing IT services solely for Customer’s benefit, subject to their compliance with this Agreement.

All other rights to the Subscriptions are expressly reserved by Palo Alto Networks.

c. Use Restrictions

Customer shall not:

- i. use any Product that is procured under a Lab, or NFR (not for resale) SKU in a production environment;
- ii. use the Products beyond the scope of the use right and/or capacity purchased;
- iii. modify, translate, adapt or create derivative works from the Products, in whole or in part;

- iv. disassemble, decompile, reverse engineer or otherwise attempt to derive or create derivative works of the source code, methodology, analysis, or results of the Products, in whole or in part, unless expressly permitted by and only to the extent of applicable law in the jurisdiction of use despite this prohibition;
- v. remove, modify, or conceal any product identification, copyright, proprietary or intellectual property notices or other such marks on or within the Product;
- vi. disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that Customer (or a third-party contracted by Customer) runs on the Products, in whole or in part;
- vii. transfer, sublicense, or assign any rights under this Agreement to any third party except as expressly provided in Section 2d and/or Section 11a below, unless expressly authorized by Palo Alto Networks in writing;
- viii. sell, resell, sublicense, rent, lease, loan, assign, or otherwise transfer the Products or any rights or interests in the Products to any third party except in accordance with the express terms herein, or as specifically permitted by the Published Specifications. Products purchased from unauthorized resellers or other unauthorized entities shall be subject to the [Palo Alto Networks license transfer procedure \(https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html\)](https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html);
- ix. use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Palo Alto Networks in writing;
- x. duplicate or copy the Software, its methodology, analysis, or results unless specifically permitted in accordance with Published Specifications for such Software, or for the specific purpose of making a reasonable number of archival or backup copies, and provided in each case that Customer reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the Software as delivered to Customer;
- xi. use the Subscriptions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights;
- xii. use the Subscriptions in any manner not authorized by the Published Specifications for the Product;
- xiii. interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Subscriptions, their related systems or networks, or any third-party data contained therein; or
- xiv. provide access to or otherwise make the Products or the functionality of the Products available to any third party through any means, including without limitation, acting as a managed services provider.

d. Affiliates

If Customer purchases Product for use by Customer's Affiliate, Customer shall:

- i. provide Customer's Affiliate with a copy of this Agreement;
- ii. ensure that Customer's Affiliate complies with this Agreement;
- iii. be responsible and liable for any breach of this Agreement by such Customer Affiliate; and
- iv. where applicable, be responsible and liable for any local law that imposes any tariffs, fees, penalties, or fines arising from Customer's Affiliates' use of the Product in such jurisdictions.

e. Authentication Credentials

Customer shall keep accounts and authentication credentials providing access to Products secure and confidential. Customer must notify Palo Alto Networks without undue delay about any misuse of Customer accounts or authentication credentials.

3. **OWNERSHIP**

Palo Alto Networks and its licensors/suppliers retain all rights to intellectual and intangible property relating to the Product, including but not limited to copyrights, patents, trade secret rights, database rights, trademarks and any other intellectual property rights therein unless otherwise indicated. All rights not expressly granted are retained by Palo Alto Networks and/or its licensors/suppliers. To the extent Customer provides any suggestions or comments related to the Products ("**Feedback**"), Palo Alto Networks shall own the Feedback, have all rights to retain and use any Feedback in current or future products or services, without Customer's approval or compensation to Customer. Palo Alto Networks acknowledges that all Feedback is provided "AS IS" and agrees that it will not publicly release the Feedback in any manner that identifies Customer as the source of such Feedback, or that directly or indirectly connects the Feedback with Customer.

4. OVERUSE.

Fees for volume or capacity usage (e.g., number of accounts, credits, endpoints, devices, points, seats, terabytes of data, tokens, users, workloads, etc.) must be reconciled with Customer's actual usage at the end of each month or quarter for any volume- or capacity-based Products. To the greatest extent allowable under applicable law and regulation, Palo Alto Networks (or, where applicable, the relevant Palo Alto Networks Affiliate) reserves the right to perform true-up reconciliation and charge (via the applicable Palo Alto Networks Affiliate or an authorized reseller or cloud marketplace) for any such usage above the volume or capacity purchased. Unless agreed otherwise in writing, this calculation will be based on the Palo Alto Networks' then current price list. Customer will issue a non-cancellable, non-refundable and non-returnable purchase order for such overuse within twenty (20) days from the occurrence of such overuse and pay as invoiced. Excluding public sector customers, if payment is not received in accordance with the invoice for such overuse, Palo Alto Networks shall terminate or suspend Customer's use of such Subscriptions in accordance with Section 5.b., below.

5. TERM; TERMINATION OR SUSPENSION; AND EFFECT OF TERMINATION

a. Term.

This Agreement is effective until terminated by the Parties in writing or as specified herein; provided that the terms and conditions in this Agreement shall apply to any extension or renewal of Products and additional capacity purchased.

b. Termination; Suspension

i. Either Party may terminate this Agreement at any time in the event the other Party breaches any material term, including but not limited to Section 2 above, and fails to cure such breach within thirty (30) days following notice. For any material breach that cannot be cured, the non-breaching Party shall have the right to terminate this Agreement immediately upon written notice.

ii. Palo Alto Networks may, at its discretion, suspend Customer's access to or use of the Software, Subscriptions or Support Services if Customer is in default with any payment obligations concerning the Products or Support Services due to Palo Alto Networks, a cloud service provider marketplace, an authorized reseller, or to any third-party finance company that financed the purchase of the Product on Customer's behalf.

iii. In addition to the rights set forth above, Palo Alto Networks reserves the right to suspend Customer's access to or use of the Software, Subscriptions or Support Services if Palo Alto Networks reasonably believes that Customer is using the Products or services in manner or for a purpose that is not contemplated by the applicable Published Specifications and is likely to cause harm to Palo Alto Networks or a third party. For any such suspension, once the issue is resolved by Customer and confirmed by Palo Alto Networks, Palo Alto Networks shall reinstate the access to or use of the Software, Subscriptions and Support Services as quickly as commercially possible.

c. Effects of Termination

Upon termination, Customer shall immediately cease using the Software and in case of the Subscriptions and Support Services, Palo Alto Networks shall terminate Customer's use of or access to any Subscriptions and access to the Support Services. At Palo Alto Network's discretion, Customer shall destroy or return to Palo Alto Networks all copies of Palo Alto Networks' Confidential Information.

6. WARRANTY, EXCLUSIONS AND DISCLAIMERS

a. Warranty

Palo Alto Networks warrants that:

i. Hardware will be free from defects in material and workmanship for one (1) year from the date of shipment;

ii. Software will substantially conform to Palo Alto Networks' Published Specifications for three (3) months from the date of fulfillment; and

iii. Subscriptions will perform materially to Published Specifications for the duration of the selected term.

As Customer's sole and exclusive remedy and Palo Alto Networks' and its suppliers' sole and exclusive liability for breach of this warranty, Palo Alto Networks shall, at its option and expense, (i) repair or replace the Hardware or (ii) correct the Software or the Subscriptions so as to materially meet the applicable Published Specifications.

Warranty claims for: (1) Hardware and/or Software must be made within thirty (30) days from the detection of a suspected defect/discrepancy in writing during the warranty period specified herein; and (2) Subscriptions can be made at any time during the applicable Subscription term. If Palo Alto Networks, determines in its sole discretion, that it is unable to repair or replace the Product, Customer will be entitled to a refund of the fees pre-paid by the Customer for that portion of the Product that did not comply with the warranty.

Replacement Hardware may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for Customer's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. Customer will pay the shipping costs for return of Hardware to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to Customer.

b. Exclusions

The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to:

- i. repair, maintenance or modification of the Product by persons other than Palo Alto Networks or its designee;
- ii. accident, negligence, abuse or misuse of a Product by persons other than Palo Alto Networks or its designee;
- iii. use of the Product other than in accordance with Published Specifications;
- iv. improper installation or site preparation or Customer's failure to comply with environmental and storage requirements set forth in the Published Specifications including, without limitation, temperature or humidity ranges; or
- v. causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

c. Disclaimers

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS". PALO ALTO NETWORKS, ITS LICENSORS, AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (I) THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, (II) THE USE OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

7. LIMITATION OF LIABILITY

a. Disclaimer of Indirect Damages

To the fullest extent permitted by applicable law, in no event shall either Party, or Palo Alto Networks' suppliers, be liable for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind (including but not limited to loss of business, goodwill, data, profits, or use or for the cost of procuring substitute products, services or other goods), arising out of or relating to the Products to which this Agreement relates, regardless of the theory of liability and whether or not each Party was advised of the possibility of such damage or loss.

b. Direct Damages

Subject to Section 7a and 11n, to the fullest extent permitted by applicable law, in no event shall the total liability of either Party or Palo Alto Networks' suppliers, from all claims or causes of action and under all theories of liability arising out of or relating to the Products to which this Agreement relates, exceed the greater of: (1) one million United States dollars (\$1,000,000); or (2) the total amount Customer paid for the Product on which the claim is based. The foregoing limitation in this Section 7b shall not apply to liability arising from:

- i. death or bodily injury, willful misconduct, fraud or gross negligence;
- ii. Section 2c and Section 8; and
- iii. Customer's payment obligations for the Product and related services, if any.

8. INDEMNIFICATION

a. Indemnification and Procedure

Palo Alto Networks will indemnify, defend, at its expense, and hold Customer harmless for any third-party actions, claims, injunctions or suits against Customer alleging that a Product infringes or misappropriates such third party's patent, copyright, trademark, database right, trade secret or other intellectual or intangible property right (a "**Claim**"), and Palo Alto Networks will pay damages awarded in final judgment against Customer or agreed to in settlement by Palo Alto Networks to the extent attributable to any such Claim; provided that Customer (i) promptly notify Palo Alto Networks in writing of the Claim; (ii) give Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) reasonably cooperate with Palo Alto Networks' requests for assistance with the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that Customer enter into without Palo Alto Networks' prior written consent.

b. Remedy

If a Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense:

- i. procure the right for Customer to continue using the Product;
- ii. replace or modify the Product to avoid the Claim; or
- iii. if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Customer may return the Hardware and cease using the Software and/or Subscriptions and Palo Alto Networks shall grant Customer a credit for the price of the Hardware as depreciated on a straight-line five (5) year basis, or a credit for the prepaid unused portion of the Software and/or Subscriptions based on the applicable impacted term, commencing on the date Customer received such Hardware, Software or Subscriptions.

c. Exceptions

Palo Alto Networks' obligations under this Section 8 shall not apply to the extent any Claim results from or is based on:

- i. modifications to a Product made by a party other than Palo Alto Networks or its designee;
- ii. the combination, operation, or use of a Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use;
- iii. failure to use: (1) the most recent version or release of a Product, or (2) an equally compatible and functionally equivalent, non-infringing version of a Product supplied by Palo Alto Networks to address such Claim;
- iv. Palo Alto Networks' compliance with Customer's explicit or written designs, specifications or instructions; or
- v. use of a Product not in accordance with or in violation of this Agreement or the Published Specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INTELLECTUAL AND INTANGIBLE PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

9. CONFIDENTIALITY

“**Confidential Information**” means the non-public information that is exchanged, communicated, transmitted, or otherwise made available as between the Parties, provided that such information is identified as confidential at the time of initial disclosure by the disclosing Party (“**Discloser**”), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the Party receiving such information (“**Recipient**”). Confidential Information also does not include information that Recipient can prove by credible evidence:

- i. was in the public domain at the time it was communicated to Recipient;
- ii. entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient;
- iii. was in Recipient’s possession free of any obligation of confidentiality at the time it was communicated to Recipient;
- iv. was disclosed to Recipient free of any obligation of confidentiality; or
- v. was developed by Recipient without use of or reference to Discloser’s Confidential Information.

Each Party will not use the other Party’s Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors who need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to use and disclosure restrictions that are at least as protective as those set forth herein. Recipient shall maintain the confidentiality of Discloser’s Confidential Information using the same effort that it ordinarily uses with respect to its own confidential information of similar nature and importance, but no less than reasonable care. The foregoing obligations will not restrict Recipient from disclosing Discloser’s Confidential Information:

- a. pursuant to an order issued by a court, administrative agency, or other governmental body, provided that the Recipient gives reasonable notice to Discloser to enable it to contest such order;
- b. on a confidential basis to its legal or professional financial advisors; or
- c. as required under applicable securities regulations.

The foregoing obligations of each Party shall continue for a period of three (3) years from the date on which the Confidential Information is last disclosed, or the date of termination of this Agreement, whichever is later.

The confidential treatment of Customer Data, Personal Data, and Systems Data are addressed in Section 10 below.

10. CUSTOMER DATA, PERSONAL DATA AND SYSTEMS DATA

a. Customer Data

Palo Alto Networks and its Affiliates will process Customer Data solely for the purposes of providing Products and Support Services to Customer pursuant to the terms of this Agreement. All rights in and to Customer Data shall remain the exclusive property of Customer.

b. Personal Data

To the extent Palo Alto Networks and its Affiliates processes personal data (as defined by applicable data protection laws) on Customer’s behalf, such personal data will be processed in accordance with the [Data Processing Addendum](#), which is incorporated by reference herein.

c. Systems Data

Palo Alto Networks may use Systems Data for the purposes of providing Products and services to Customer, improving Products and services, developing new Products and services, managing its relationship with Customer, and for threat research purposes. Palo Alto Networks will not disclose Systems Data to any unaffiliated third-party that identifies Customer, Customer’s customers or end users, except to the extent required to comply with applicable law or valid order of a court or government agency of competent jurisdiction.

d. Data Confidentiality and Security

Customer Data, Personal Data, and Systems Data will be treated confidentially and Palo Alto Networks will implement and maintain technical and organizational measures designed to secure such data as described in Palo Alto Networks’ Information Security Measures, which is incorporated by reference herein.

e. Generative AI

Palo Alto Networks will not use, and will not allow its subcontractors to use, (a) Customer Data, or (b) Systems Data that identifies Customer (including Customer's customers or end users), to train generative AI.

11. GENERAL

a. Assignment

Neither Party may assign or transfer this Agreement or any obligation herein without the prior written consent of the other Party, except that, upon written notice, Palo Alto Networks may assign or transfer this Agreement or any obligation herein to its Affiliate, or an entity acquiring all or substantially all assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without Customer's consent. Any attempt to assign or transfer this Agreement (except as permitted under the terms herein) shall be null and of no effect. For purposes of this Agreement, a change of Control will be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

b. Auditing End User Compliance

Customer shall retain records pertaining to Product usage consistent with Section 2 above. Customer grants to Palo Alto Networks and its independent advisors the right to examine such records no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals non-compliance with this Agreement, Customer shall promptly pay the appropriate fees, plus reasonable audit costs, as determined by Palo Alto Networks.

c. Authorization Codes; Grace Periods

Where applicable, Customer will be able to download Software via the server network located closest to Customer. The Product may require an authorization code to activate or access Subscriptions and Support Services. The authorization codes will be issued at the time of order fulfillment. The Subscription, warranty or Support Services term will commence in accordance with the grace period policy at <https://www.paloaltonetworks.com/support/support-policies/grace-period.html>

d. Compliance with Laws; Export Control

Each Party shall comply with all applicable laws in connection with its respective activities arising from this Agreement. Customer further agrees that Customer will not engage in any illegal activity, and Customer acknowledges that Palo Alto Networks reserves the right to notify Customer or an appropriate law enforcement agency in the event of such illegal activity. Both Parties shall comply with the U.S. Export Administration Regulations where applicable, and any other applicable export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.

e. Cumulative Remedies

Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise.

f. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understanding and communications between them with respect to the subject matter hereof. Any terms or conditions contained in Customer's purchase order or other ordering document that are inconsistent with, in addition to, or purport to vary the terms and conditions of this Agreement are hereby rejected by Palo Alto Networks and shall be deemed null and of no effect.

g. Force Majeure

Neither Party shall be responsible for any cessation, interruption, or delay in the performance of its obligations (excluding payment obligations by Customer) as a result of a cause beyond its reasonable control, which shall include, without limitation, earthquake, flood, fire, storm, natural disaster, epidemic or pandemic, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, civil or regulatory authority, availability of network and telecommunications services or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care.

h. Governing Law

If Customer is located in North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Santa Clara County, California. If Customer is located outside North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of London, England. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

i. Headings

The headings, including section titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this document or any of its provisions.

j. Notices

All notices shall be in writing and delivered:

- i. for Customer, to the e-mail set forth on the Customer's website, or as otherwise provided by Customer to Palo Alto Networks for the purpose of effectuating written notices.
- ii. for Palo Alto Networks: legal@paloaltonetworks.com; or,
- iii. for either Party, by overnight delivery service or by certified mail sent to the address published on the respective Parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

k. Open-Source Software

The Software may contain or be provided with components subject to the terms and conditions of open-source software licenses ("**Open-Source Software**"). These Open-Source Software license terms are consistent with the rights granted in Section 2 and may contain additional rights benefiting Customer. Palo Alto Networks represents and warrants that the Software, when used in conformance with this Agreement, does not include Open-Source Software that restricts Customer's ability to use the Software nor requires Customer to disclose, license, or make available at no charge any material proprietary source code that embodies any of Customer's intellectual property rights.

l. Reciprocal Waiver of Claims Related to United States SAFETY Act

Where a Qualified Anti-terrorism Technology (the "**QATT**") has been deployed in defense against, response to or recovery from an "act of terrorism" as that term is defined under the SAFETY Act, Palo Alto Networks and End User agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

m. Marketing; Use of Name, Logo, Trademarks

Neither Party shall publicly communicate or use the name, logo or trademarks of the other Party without the prior written permission of the other Party.

n. Evaluations.

When Customer is using a Product (or feature of a Product) for an Evaluation, Customer may do so for thirty (30) days only unless Palo Alto Networks issues an extension or agrees in writing to a longer period of time for the Evaluation(s). Palo Alto Networks reserves the right to terminate an Evaluation at any time. Upon expiration or termination of an Evaluation, Customer shall cease using the Product(s) provided for in an Evaluation and must return any Evaluation Hardware to Palo Alto Networks in the same condition as when first received, except for reasonable wear and tear. For Evaluations, only Sections 1, 2, 3, 7a, 8, 9, 10, and 11 of this Agreement shall apply. Notwithstanding anything set forth herein to the contrary, except for Palo Alto Networks' indemnification obligations set forth in Section 8, the total liability of Palo Alto Networks for Evaluations shall not exceed the greater of: (i) ten thousand United States dollars (\$10,000); or (ii) the total cost (if any) of the applicable Evaluation.

For Evaluation of features or Products that have not yet been made generally available to customers, Customer shall not rely upon any such features or Product that were included in an Evaluation in making its purchasing decision of the generally available version of the Product.

EVALUATIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” THE RISKS ARISING OUT OF THE USE OR PERFORMANCE OF THE EVALUATION REMAIN WITH CUSTOMER. PALO ALTO NETWORKS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE; AND ANY GUARANTEE OF AVAILABILITY OR PERFORMANCE.

o. Survival

The provisions set forth in the following Sections, and any other rights or obligations of the Parties in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination thereof: Section 2, Section 3, Section 5, Section 7, and Section 11.

p. Waiver and Severability

The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both Parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

q. U.S. Government End Users

This Section 11q applies to United States Government, and to the greatest extent possible to U.S. located state, local and education end users only and does not apply to any other end users. The Software, Subscriptions and its documentation are “commercial items” and “commercial computer software documentation,” as such terms are used in FARS and DFARS. If the Software and its documentation and/or Subscriptions and its documentation are being acquired by or on behalf of the U.S. Government, then the U.S. Government’s rights in the Software and its documentation and Subscriptions and its documentation shall be as specified in this Agreement.

Infoblox Master Customer Agreement

This Master Customer Agreement (“MCA”) is between Infoblox Inc., 2390 Mission College Blvd., Suite 501, Santa Clara, CA 95054, or its applicable subsidiary (“Infoblox”) and the customer identified in an Order (“Customer”). Each is a “Party,” together the “Parties.” This MCA sets forth the general terms under which Infoblox will provide, and Customer may access and use, the Products and Services as described in applicable Orders and Addenda.

Customer accepts this Agreement by (i) signing it, (ii) clicking to accept where presented, (iii) placing an Order (directly or via an Authorized Reseller) that incorporates or references this Agreement, or (iv) accessing or using the Products or Services. If the Parties sign this Agreement, the “Effective Date” is the date of the last signature. Otherwise, the “Effective Date” is the earliest of the other acceptance events above. If Customer does not accept, it must not use any Products or Services and must promptly delete, discontinue access to, or return them. Capitalized terms are defined in Section 10 (Definitions) or elsewhere in the Agreement. “Agreement” means this MCA together with any Addendum and any accepted Order(s).

1) ORDERS; AFFILIATES

Orders. Customer (and its Affiliates) may purchase Products or Services by submitting an Order. Infoblox may accept an Order by written confirmation or by fulfillment. Each accepted Order incorporates this MCA and any applicable Addendum and forms a separate agreement for the Products/Services specified. Customer will pay all fees stated in each Order to the Authorized Reseller under commercial terms agreed directly between Customer and the Authorized Reseller.

Affiliate Participation. If a Customer Affiliate places an Order, (a) Customer is jointly and severally liable for that Affiliate’s obligations; and (b) Infoblox may decline the Order or require reasonable credit review or financial assurance. For that Order, references to “Customer” mean the executing Affiliate (without limiting Customer’s joint obligations).

2) SCOPE OF USE

Grant. Subject to compliance with this Agreement, Infoblox grants Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the specified Product or Service during the Order Term, as further governed by the applicable Addendum (which controls in case of conflict). Unless the MCA, an applicable Addendum, or the Order prohibits it, Customer may allow its Affiliates, employees, and permitted third parties to access and use the Products or Services on Customer’s behalf.

Responsibilities. Customer is responsible for use by its Affiliates, Authorized Users, employees, and permitted third parties; will use commercially reasonable efforts to

prevent and remediate unauthorized use and will promptly notify Infoblox of any such use; will obtain and maintain required rights/consents; and will comply with all applicable laws.

3) INTELLECTUAL PROPERTY RIGHTS; DATA PRIVACY

Infoblox IP Rights. Infoblox and its licensors own all rights, title, and interest in the Products and Services (including derivatives, improvements, and related IP). If Customer provides Feedback, Customer grants to Infoblox a worldwide, exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use it, and owns all resulting improvements. Feedback does not include and is not considered Customer Confidential Information. Except as expressly stated, no other rights are granted. Subject to applicable law, Infoblox owns all right, title, and interest in Usage Data and may collect, generate, process and use Usage Data, for its business purposes, including operating, supporting, testing, improving, and developing the Products or Services, and publishing aggregated reports and analyses. When Usage Data is used for analytics, AI training, threat intelligence, or publication, Infoblox will ensure it is in anonymized, de-identified, and/or aggregated form such that it cannot reasonably be used to identify Customer or any individual. For clarity, Usage Data is not Customer Data.

Customer IP Rights. Customer owns all Customer Data, which is Customer's Confidential Information. Customer grants Infoblox a non-exclusive, worldwide, royalty-free license to process Customer Data, including hosting, storing, transmitting, displaying, reproducing, modifying, and creating derivative works, to provide the Products or Services and to monitor compliance with this Agreement. Customer represents and warrants that it has the rights necessary to grant this license.

Data Privacy. Subject to applicable law, and, as applicable, in accordance with the [Data Processing Agreement](#) ("DPA") and the [Infoblox Privacy Policy](#), Customer consents to Infoblox processing Customer Data to operate and provide the Products or Services and to monitor compliance with this Agreement. Where Infoblox processes Personal Data on Customer's behalf, the DPA is incorporated by reference and governs such processing. "Personal Data" has the meaning given in the DPA.

4) CONFIDENTIALITY OBLIGATIONS

Definition & Protection. "Confidential Information" means nonpublic information disclosed by or for a Party ("Disclosing Party") in connection with this Agreement, including this Agreement and its terms. The receiving Party ("Receiving Party") will protect Confidential Information with at least the same degree of care it uses for its own confidential information, but not less than reasonable care, and may disclose it only to its Affiliates, employees, and third-party representatives who need to know it for this

Agreement and are bound by protections no less stringent. The Receiving Party may use Confidential Information only to exercise rights or perform obligations hereunder.

Exclusions. Confidentiality obligations do not apply to information that: (a) becomes public without breach of this Agreement; (b) is rightfully received from a third party without duty of confidentiality; (c) was known without restriction before disclosure; (d) is independently developed without use of the Confidential Information; (e) is released in writing by the Disclosing Party; or (f) must be disclosed under law or government order, provided prompt notice is given (if legally permitted) and reasonable cooperation is provided to limit disclosure.

5) TERM; SUSPENSION; TERMINATION

Term. This Agreement begins on the Effective Date and continues until terminated in accordance with this Agreement. Each license/subscription/Service under an Order lasts for its stated duration, including any renewals or extension periods (the "Order Term"). If Customer renews after expiration, the new term begins the day after the prior term ends. Infoblox may charge a reinstatement fee of 15% of the applicable annual Product or Service renewal fee, due at the start of the renewal term.

Suspension. Infoblox may suspend access (in whole or part) if: (a) suspension is needed to address a material security or performance risk; or (b) required by law/regulation or law-enforcement request; or (c) as otherwise set forth in the applicable Addendum. Infoblox will notify Customer as reasonably practicable, use commercially reasonable efforts to minimize disruption, and lift the suspension when the cause is remedied.

Termination for Cause. Either Party may terminate this Agreement or any Order if the other Party: (a) materially breaches and fails to cure within 60 days after receiving written notice; or (b) becomes subject to bankruptcy/insolvency proceedings and (for an involuntary petition) fails to secure dismissal within 60 days. Infoblox may also terminate for Customer's: (i) non-payment (to Infoblox or the Authorized Reseller, as applicable) not cured within 10 days after sending written notice; or (ii) violation of applicable law. Except as expressly stated, Orders are binding for their Order Terms and not cancellable. Termination of one Order does not affect others unless stated.

Effect. Upon termination (or expiration) of the Agreement or an Order, all rights and licenses thereunder cease, except that (a) each Party's accrued rights, remedies, and obligations (including any fees accrued but unpaid) survive; and (b) any provisions that expressly, or by their nature, survive will continue in effect.

6) WARRANTIES

Infoblox represents and warrants that: (a) it is duly organized, validly existing, and has authority to enter and perform the Agreement; (b) Services will be performed in a

professional and workmanlike manner by qualified personnel; (c) Products/Services, when used per the Documentation, will materially conform to the Documentation; and (d) prior to delivery, Infoblox will use commercially reasonable efforts (including then-current reputable antivirus scans) to detect malicious code, and to Infoblox's knowledge, Products/Services as delivered will not contain malicious code intended to materially impair Product/Service or Customer systems.

DISCLAIMER. EXCEPT AS EXPRESSLY STATED ABOVE OR IN AN APPLICABLE ADDENDUM, INFOBLOX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY COURSE OF DEALING OR USAGE OF TRADE. INFOBLOX DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

7) LIMITATION OF LIABILITY

Indirect Damages. NEITHER PARTY (NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS) WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, FOR LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, SYSTEM DOWNTIME, LOSS OF PRODUCTION, OR OTHER COMMERCIAL/ECONOMIC LOSSES, OR FOR COSTS OF DATA RECOVERY/RE-CREATION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

Cap. THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE FOR THE PRODUCTS/SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

Exceptions. THE CAP ABOVE DOES NOT APPLY TO: (a) CUSTOMER'S PAYMENT OBLIGATIONS (SECTION 1); (b) CUSTOMER'S LIABILITY FOR OUT-OF-SCOPE USE; (c) INDEMNIFICATION OBLIGATIONS (SECTION 8); (d) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, PERSONAL INJURY OR DEATH; OR (e) LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

8) INDEMNIFICATION

By Infoblox. Infoblox will defend Customer against any third-party claim that Customer's authorized use of the Products/Services infringes a patent, copyright, or trade secret ("IP Claim"), and will pay amounts finally awarded by a court or arbitrator or agreed in a settlement approved by Infoblox.

Exclusions. Infoblox's obligations do not apply to claims arising from: (a) items not supplied by Infoblox or an Authorized Reseller; (b) modifications not made by Infoblox; (c) use or combination with Customer Materials, or third-party products, processes, or data where the claim is based on such use/combination; (d) use contrary to

Documentation; (e) use of other than the current version or failure to implement a required update/upgrade/replacement that would have avoided the alleged infringement; or (f) Customer's willful infringement or continued use of the affected Product after Infoblox provides notice to discontinue use due to the alleged infringement.

Remedies. To mitigate any alleged infringement prior to the issuance of a permanent injunction, or if an IP Claim bars Customer's use, Infoblox may, in its sole discretion, provide the following remedies: (a) procure the right for continued use; (b) modify or replace the affected item to be non-infringing; or (c) if not commercially feasible, refund (i) a pro-rata portion of prepaid fees for the remaining term, or (ii) for Hardware, the unamortized value based on straight-line five-year depreciation. Upon refund, Customer will cease use and, if applicable, return the affected items. This Section states Infoblox's sole liability and Customer's exclusive remedy for IP claims.

By Customer. Customer will defend, indemnify, and hold Infoblox harmless from third-party claims arising out of or relating to the Customer Materials.

Process. The indemnified Party must promptly notify the indemnifying Party, grant it sole control of the defense and settlement, and reasonably cooperate. Failure to do so relieves obligations only to the extent of material prejudice. Neither party may settle any claim without the other's prior written consent if the settlement (a) requires the other to admit liability, (b) imposes obligations on the other (other than payment by the indemnifying Party), or (c) does not provide a full release of the other.

9) MISCELLANEOUS

End-of-Life. Infoblox may discontinue Products or Services per its [End-of-Life Policy](#).

Third-Party Components. The Products or Services may include third-party components, including Open-Source Software, governed by the third-party licenses identified in the Documentation. This does not include separate third-party products or add-ons, including any Outside Licenses as defined in the applicable Addendum, that Customer chooses to use with the Products or Services. Those are governed by their own terms with the third-party provider.

U.S. Government Use. The Software and Documentation are "commercial computer software" and "commercial computer software documentation" under DFARS 227.7202 and FAR 12.212. Use by the U.S. Government is governed solely by this Agreement.

Generative AI (GenAI). To the extent that the Products incorporates any Generative AI feature, Infoblox will ensure that any such feature is identified in the user interface and/or the Documentation and Infoblox's use of the GenAI will be in accordance with applicable law and the terms of this Agreement.

Records. During the Term and for two (2) years after termination, Customer will maintain records sufficient to demonstrate compliance with this Agreement and will permit Infoblox (or its agent) to review such records on reasonable notice. Customer will promptly address any non-compliance, including payment of applicable fees.

Force Majeure. Except for payment obligations, neither Party shall be liable for any failure or delay in performing under the Agreement to the extent caused by events beyond its reasonable control, including (i) acts of God; (ii) fire or explosion, (iii) unusually severe weather; (iv) war, invasion, riot or other civil unrest; (v) governmental laws, orders, restrictions, actions, embargoes or blockages; and (vi) injunctions, strikes, lockouts, labor trouble or other industrial disturbances. The affected Party must promptly notify the other Party of the force majeure condition and use reasonable efforts to eliminate the cause and resume performance of its obligations as soon as possible. Performance is suspended for the event's duration; if it continues for 60 consecutive days, the other Party may terminate on 30 days' written notice.

Export. The Products and Services, and each Party's activities under this Agreement, are subject to U.S. and other applicable export control and sanctions laws (including the EAR and regulations administered by OFAC and the U.S. Department of State). Each Party will comply with such laws and will not cause the other to violate them. Neither Party will export, re-export, or provide the Products, Services, or related technical data: (a) except in compliance with applicable export and sanctions laws; (b) to any Restricted Party; (c) to Cuba, Iran, Myanmar (Burma), North Korea, Venezuela, or the Crimea, Donetsk, or Luhansk regions of Ukraine, or any other comprehensively sanctioned jurisdiction; (d) for military end uses or to military or military-intelligence end users in Russia, China, or Myanmar (Burma); or (e) for any other prohibited end use or end user under U.S. export controls. On reasonable request, each Party will provide accurate end user/end use or other information needed to confirm compliance and will promptly notify the other of any actual or suspected violation in connection with this Agreement. A violation of this Section by either Party is a material breach.

Notices. Notices to Infoblox must be sent to: Infoblox Inc., Attn: Legal Department, 2390 Mission College Boulevard, Suite 501, Santa Clara, CA 95054. Notices to Customer will be sent to the address in the applicable Order or, for Services, by posting in the Services portal.

Relationship. The Parties are independent contractors with no authority to bind, obligate, or make commitments on behalf of the other Party. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, fiduciary, or employment relationship between the Parties.

Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to an Affiliate or to a successor to the assigning Party's relevant

business (whether by merger, asset or equity sale, or otherwise). Any prohibited assignment is void. Permitted assignees must assume all obligations.

Subcontractors. Infoblox may use Affiliates and qualified subcontractors and remains responsible for their performance.

Publicity. Infoblox may list Customer as a client and use Customer's name, logo, and a brief description of services in general marketing and sales materials. Customer may revoke this right on 30 days' written notice. No confidential or sensitive information will be disclosed without prior written consent.

Governing Law; Arbitration. California law governs, without regard to conflicts-of-law rules. All disputes arising out of or in connection with this Agreement will be finally resolved by arbitration under JAMS rules, in English, seated in Santa Clara, California, before three or more arbitrators. Either Party may seek interim relief in any court of competent jurisdiction. The prevailing Party in an action to enforce this Agreement is entitled to reasonable costs and attorneys' fees.

General; Construction; Entire Agreement. Section titles are for convenience only. No rule of strict construction against the drafter applies. "Including" means "including without limitation." If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted, and the remainder will remain in effect. A waiver must be in writing and is not a continuing waiver unless expressly stated. Any terms in Customer purchase orders or other forms are expressly rejected, have no force or effect, and are for administrative purposes only. Changes to this Agreement must be in a writing signed by authorized signatories of both Parties. This MCA, together with applicable Addenda and Orders, is the Parties' entire agreement on its subject matter and supersedes prior or contemporaneous proposals, understandings, and communications. In case of conflict: (1) the applicable Addendum controls; then (2) this MCA; then (3) the Order (unless the Order expressly overrides this MCA).

10) DEFINITIONS

Addendum: Product/Service-specific terms incorporated into this Agreement and published at <https://www.infoblox.com/company/legal/>.

Affiliate: With respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where "control" means (i) ownership of, or the power to vote, more than fifty percent (50%) of the outstanding voting securities; (ii) control over the election of a majority of directors (or individuals with similar functions); or (iii) the power to exercise a controlling influence over management.

Artificial Intelligence or AI: A machine-based system that, for human-defined objectives, makes predictions, recommendations, or decisions that influence real or

virtual environments, and includes systems defined as AI by applicable law or regulation.

Authorized Reseller: An Infoblox-authorized reseller (including an app store or cloud marketplace).

Customer Data: Any data, information, documents, or other materials that Customer provides or transfers to Infoblox for use in connection with the Products or Services.

Customer Materials: Customer Data and any third-party offerings or access credentials not provided by Infoblox that Customer uses with the Products or Services (including Outside Licenses).

Documentation: Applicable product/service documentation published at <https://docs.infoblox.com/> (as updated).

Feedback: Any suggestion, recommendation, feature request, or other feedback related to the Products or Services provided by Customer or on Customer's behalf.

Generative AI (GenAI): Artificial intelligence technology designed to generate new content, such as text, images, audio, or video, that resembles or imitates human-created material.

Open-Source Software: third-party open-source code that may be included with the Product/Service as listed in the Documentation in accordance with such open-source licenses; stand-alone use of that code is governed by the applicable open-source license, not this Agreement.

Order: An order form, purchase order, SOW, or similar instrument accepted by Infoblox specifying Products/Services.

Out-of-Scope Use: Any access to or use of the Products or Services that exceeds the license grant set out in Section 2 (Scope of Use), the applicable Order, or any controlling Addendum.

Products: Hardware, appliances, firmware, Software, cloud services, software-as-a-service, data feeds, and APIs (including updates and copies).

Professional Services: Consulting, implementation, or training services described in an Order.

Restricted Party: Any individual or entity that is: (a) listed on a Restricted Party List; (b) organized, resident, or located in a jurisdiction subject to comprehensive U.S. sanctions (currently Cuba, Iran, North Korea, Syria, and the Ukraine regions subject to comprehensive U.S. sanctions); (c) a military or military-intelligence end user in Belarus, Burma (Myanmar), Cambodia, China, Nicaragua, Russia, or Venezuela); or (d)

owned 50% or more, or otherwise controlled, by one or more persons or entities described in clauses (a)–(c).

Restricted Party List: Any list of sanctioned, restricted, denied, debarred, or military-end-user parties maintained by the U.S. government or any other applicable sanctions authority, including any successor or equivalent lists.

Services: Support, Professional Services, or other services made available online or in an Order.

Software: Software programs (including updates, upgrades, modifications, and related Documentation) provided under an Order.

Support: Maintenance and technical support services described at <https://www.infoblox.com/company/legal/>.

Usage Data: (i) data about the operation and use of the Products or Services (e.g., logs, telemetry, performance metrics, threat indicators, and other operational metadata,; and (ii) data derived from Customer or end-user interactions with the Products or Services, (e.g., IP addresses, session identifiers, metadata, and account credentials) collected or generated by the Products or Services.