SUPPLIER TERMS & CONDITIONS

CONFIDENTIAL

Between:

IP INTEGRATION LIMITED (SUPPLIER) and **THE ENTITY DESCRIBED IN THE G-CLOUD 15 ORDER FORM (CUSTOMER)**

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FS557052 EMS564375 IS564376 CYB711791

This Agreement is dated (as in G-Cloud 15 Order Form)

BACKGROUND

(A) The Supplier is in the business of providing the Available Services.

(B) The Customer wishes to appoint the Supplier to provide some or all of the Available Services to it and its affiliates under this Agreement.

AGREED TERMS

1**. Interpretation**

1.1 The following definitions and rules of interpretation apply in this Agreement:

3P DPA: any data protection addendum specific to the 3P Provided Services, as set out in Schedule 3 and / or included or referenced in the applicable EULA.

3P Provided Services: all Works subject to a EULA.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Agreement: the terms and conditions set out in this framework agreement, including any SoW, schedules and any further appendices or documents referred to within as may be amended or updated in accordance with the terms and conditions of this Agreement from time to time.

Applicable Laws: all applicable laws, statutes, regulation from time to time in force.

AUP: the Supplier's 'acceptable use policy,' which is incorporated into this Agreement by reference and is available at this link: https://trust.ipiplatform.com/index.php/ipis-acceptable-use-policy/

Available Services: the services which the Supplier makes available to its customers from time to time.

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

Change Order: has the meaning given in clause 8.1. A 'Change Order' may also be referred to by the Supplier as a 'Project Change.'

Commencement Date: shall have the meaning given in clause 2.1.

Controller, processor, data subject, personal data, personal data breach, processing and **appropriate technical measures**: as defined in the Data Protection Legislation.

Core Hours: the period from 8.30 am to 5.30 pm on any Business Day.

CPIH: the index with the same acronym published by the United Kingdom's Office for National Statistics.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Works, including the items provided pursuant to clause 6.1(d).

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK, including: the Data Protection Act 2018 (and regulations made thereunder); UK GDPR, which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Deliverables: any output of the Works to be provided by the Supplier to the Customer as specified in a Statement of Work.

EULA: the end user agreement(s) and / or end user licence agreement(s) appended to Schedule

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

IPI Data Protection Addendum: the data protection terms applicable to this Agreement, which are incorporated into this Agreement by reference and are available at this link: https://trust.ipiplatform.com/index.php/ipi-data-protection-addendum/

IPI Provided Services: all Works other than the 3P Provided Services.

Milestone: a scheduled event constituting a key activity of the Works, as set out in a Statement of Works.

Milestone Date: an indicative date by which the Milestone is to be completed, as set out in a Statement of Works.

Professional Services: all activities covered in the Rate Card.

Rate Card: the rate card as set out in Schedule 2, in respect of the Supplier's Professional Services. The Rate Card applies to: (i) any Works provided by the Supplier outside of the 'fixed price' elements of the SoW (for example, technical support call outs to a Customer's premises); and (ii) to calculate the Supplier's price in respect of its Professional Services for future Statement of Works and / or Change Orders (which are ordinarily agreed on a 'fixed price' basis).

Recurring Charges: the SoW Charges set out Schedule 1 identified as being recurring (such as on a regular and recurring monthly, quarterly or annual basis).

SoW: a Statement of Work, the first of which is included in Schedule 1 of this Agreement.

SoW Charges: the sums payable for the Works as set out in a Statement of Work.

SoW Template: the template to be used by the parties in relation to any future Statement of Work to be entered into subject to the terms of this Agreement, set out in Annex A of Schedule 1.

Statement of Work: details of the Works to be provided by the Supplier, including the indicative timetable (where appropriate) for their performance and the SoW Charges payable by the Customer.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work, but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

TUPE: Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.

TUPE Schedule: the TUPE provisions referenced in clauses 4.2 and 4.3, which are incorporated into this Agreement by reference and are available at this link: https://trust.ipiplatform.com/index.php/tupe-schedule/

VAT: value added tax or any equivalent tax chargeable in the UK.

Works: the relevant Available Services which are to be provided by the Supplier under a Statement of Work.

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

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 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.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.8 This Agreement shall be binding on, and inure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written includes email.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 A reference to this Agreement or to any other Agreement or document referred to in this Agreement is a reference of this Agreement or such other Agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.13 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.

1.14 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. Commencement and duration

2.1 This Agreement shall commence on the date when it has been signed by both parties (or, if such dates are different, the last date of signature) and shall continue, unless terminated earlier in accordance with clause 15 (Termination), until either party gives to the other party written notice to terminate. Such notice shall be served no earlier than the third anniversary of the date of this Agreement and shall expire on the completion of all Statements of Work entered into before the date on which it is served.

2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 1, such notice shall terminate this Agreement with immediate effect.

2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.

2.4 The Customer may procure any of the Available Services by agreeing a Statement of Work with the Supplier pursuant to clause 3 (Statements of Work).

2.5 The Supplier shall provide the Works from the date and for the term specified in the relevant Statement of Work.

3. Statements of Work

3.1 The first Statement of Work is appended to this Agreement in Schedule 1.

3.2 Each further Statement of Work shall be agreed in the following manner:

(a) the Customer shall ask the Supplier to provide any or all of the Available Services and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work for the applicable Available Services;

(b) following receipt of the information requested from the Customer, the Supplier shall, as soon as reasonably practicable, either:

(i) inform the Customer that it declines to provide the requested Available Services; or

(ii) provide the Customer with a draft Statement of Work.

(c) if the Supplier provides the Customer with a draft Statement of Work pursuant to clause 3.2(b)(ii), the Supplier and the Customer shall discuss and agree that draft Statement of Work; and

(d) both parties shall sign the draft Statement of Work when it is agreed;

3.3 Unless otherwise agreed, the SoW Charges (insofar as they relate to the Supplier's Professional Services) shall be calculated in accordance with the Rate Card, which, unless otherwise agreed, will be provided by the Supplier on a fixed price basis.

3.4 Once a Statement of Work has been agreed and signed in accordance with clause 3.2(d), no amendment shall be made to it except in accordance with clause 8 (Change Orders) or clause 19 (Variation).

3.5 Each Statement of Work shall be subject to the 'SoW Appendix' set out in Schedule 1 of this Agreement, unless otherwise agreed.

3.6 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

4. TUPE

4.1 The parties do not believe the commencement or cessation of this Agreement (including the Works in any Statement of Work) will give rise to a 'relevant transfer' under TUPE.

4.2 The parties acknowledge that neither party can 'contract out' of TUPE. On this basis, the warranties in paragraphs 1 and 2 of the TUPE Schedule apply.

4.3 If, contrary to the intention of the parties, it is found, alleged or claimed that TUPE applies, the remaining provisions of the TUPE Schedule shall apply.

5. Supplier's responsibilities

5.1 The Supplier shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects.

5.2 The Supplier shall use reasonable endeavours to meet the Milestone Dates specified in a Statement of Work, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this Agreement.

5.3 The Supplier shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Supplier on all matters relating to the relevant Works (including by signing Change Orders). The Supplier may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.

5.4 The Supplier shall use reasonable endeavours to observe all On Site Requirements that have been communicated to it under clause 6.1(e) provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

5.5 The Supplier shall maintain, at its own expense, ISO27001 certification.

5.6 Service credits (where applicable) are a genuine pre-estimate of loss by the parties and represent the sole and exclusive financial remedy of the Customer in relation to the Supplier's failure to meet the service levels described in the Statement of Work.

6. Customer's obligations

6.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Works;

(b) appoint an authorised person(s) in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Works (including by signing Change Orders);

(c) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, other facilities, network connectivity and data as reasonably required by the Supplier including any such access as is specified in a Statement of Work;

(d) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by the Supplier in connection with the Works and ensure that they are accurate and complete in all material respects;

(e) inform the Supplier of all health, safety and facility security requirements that apply at the Customer's (and its third parties') premises ('**On Site Requirements**'). If a change made by the Customer to the On Site Requirements during the term of this Agreement will affect the provision of the Works, the Customer will be responsible for any impact on the SoW which the Supplier cannot reasonably mitigate, including on timescales and SoW Charges;

(f) have understood and complied with all prerequisite information security requirements of the Supplier;

(g) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to all relevant United Kingdom standards or requirements;

(h) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Works, including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Works are to start;

(i) keep, maintain and insure the Supplier's Equipment in accordance with the Supplier's instructions from time to time and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation;

(j) comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work;

(k) comply with the terms of the AUP;

(l) comply with the terms applicable to the 3P Provided Services, including the EULA;

(m) where Recurring Charges are payable monthly by the Customer, the Customer agrees to enter into a Direct Debit Agreement within 10 Business Days of the date of this Agreement, with payments made to the Supplier's bank account as specified in Schedule 5; and

(n) in relation to all Statements of Work agreed by the Customer, if the Customer would also like to issue the Supplier with a purchase order, the Customer must immediately on (or before) signature of this Agreement: (i) provide the Supplier with a valid purchase order and purchase order number; and (ii) ensure that such purchase order aligns with the entire term of this Agreement or, if longer, the term of the relevant Statement of Work. For the avoidance of doubt, if the Customer fails to meet any of its obligations under this clause 6(n), the Supplier shall be entitled to submit invoices to the Customer without a valid purchase order and/or purchase order number, as this Agreement and Statement of Work are legally binding.

6.2 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have: (i) the Supplier shall be allowed an extension of time to perform its obligations at least equal to the delay caused by the Customer (on the basis that such delays may have a disproportionate impact on the timetable); and (ii) the Customer shall be responsible for all direct additional costs reasonably and properly incurred by the Supplier, provided that such costs are notified to the Customer in writing within a reasonable period of time of having been incurred.

6.3 The Customer consents to be referenced by the Supplier on the Supplier's websites and in other associated marketing information, provided that no confidential information of the Customer will be disclosed in such references.

7. Non-solicitation

7.1 Neither party ('**Party A**') shall, without the prior written consent of the other party ('**Party B**'), at any time from the date on which any Works commence to the expiry of 12 months after the completion of such Works, solicit or entice away from Party B or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Party B in the provision of such Works.

7.2 Any consent given by Party B in accordance with clause 7.1 shall be subject to Party A paying to Party B a sum equivalent to 15% of the then current annual remuneration of Party B's employee, consultant or subcontractor or, if higher, 15% of the annual remuneration to be paid by Party A to that employee, consultant or subcontractor.

7.3 Notwithstanding clauses 7.1 and 7.2, either party may employ or engage any employee, consultant or subcontractor of the other party who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the relevant party or via an advertisement placed publicly by the relevant party (either in the press, social media, online or in trade and industry publications).

8. Change Orders

8.1 Either party may propose changes to the scope or execution of the Works set out in a SoW, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

(a) the Works;
(b) the SoW Charges;
(c) the timetable for the Works; and
(d) any of the other terms of the relevant Statement of Work.

8.2 If the Supplier wishes to make a change to the Works, it shall provide a draft Change Order to the Customer.

8.3 If the Customer wishes to make a change to the Works:

(a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and
(b) the Supplier shall, as soon as reasonably practicable after receiving the information at clause 8.3(a), provide a draft Change Order to the Customer.

8.4 If the parties:

(a) agree to a Change Order, they shall sign it using DocuSign (or equivalent electronic signature process) and that Change Order shall amend the relevant Statement of Work; or

(b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 29 (Dispute resolution).

8.5 The Supplier reserves the right to charge for preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 8.3 on a time and materials basis at the Supplier's daily rates specified in Schedule 2, provided that the Supplier shall waive such cost if the Customer proceeds with the Change Order.

9. Charges and payment

9.1 In consideration of the provision of the Works by the Supplier, the Customer shall pay the SoW Charges.

9.2 Where the SoW Charges are calculated on a time and materials basis, the Supplier's daily fee rates for each individual person as set out in Schedule 2 are calculated on the basis of an eight-hour day, worked during Core Hours (except where stated otherwise in Schedule 2).

9.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Schedule 1 (Statement of Work).

9.4 Where identified in Schedule 1 (Statement of Work), Recurring Charges payable by monthly Direct Debit shall be to the Supplier's bank account as specified in Schedule 5 (if applicable).

9.5 The SoW Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice (provided that the Supplier shall use reasonable endeavours to agree the same in writing and in advance with the Customer):

(a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by the individuals whom the Supplier engages in connection with the Works; and

(b) the cost to the Supplier of any additional materials or services procured by the Supplier from third parties for the provision of the Works, where the same are requested by the Customer.

9.6 Unless otherwise agreed in Schedule 1, the SoW Charges applicable to each Statement of Work under this Agreement shall automatically increase on each annual anniversary of the date of this Agreement ('**Annual Anniversary Date**') by a percentage equivalent to the most recent annual change prior to the Annual Anniversary Date in the CPIH Index, and the first such increase shall take effect on the first anniversary of the date of this Agreement. If CPIH is negative, the SoW Charges shall be unchanged.

9.7 The Supplier may also increase the SoW Charges on an annual basis with effect from the first anniversary of the date of this Agreement and on each subsequent anniversary as a result of a change in the foreign exchange rate of + or – 2% from the previous anniversary date that have a direct effect on the Supplier's input costs.

9.8 The Rate Card shall automatically increase on 1 October of each year by a percentage equivalent to the most recent annual change prior to such date in the CPIH Index. If CPIH is negative, the Rate Card shall be unchanged.

9.9 The Supplier may increase SoW Charges during the term of the Agreement:

(a) as may be directly required pursuant to an applicable regulatory change, which impacts the agreed pricing; and / or

(b) where there is an increase in the Supplier's direct costs of supply.

In respect of any changes under this Agreement to pricing pursuant to this clause 9.9, the Supplier shall give the Customer as much prior notice in writing as reasonably practicable, and shall increase prices by the monetary increase it receives from its suppliers (where reasonable evidence of such shall be provided by the Supplier to the Customer on request).

9.10 The Supplier shall invoice the Customer for the SoW Charges at the intervals specified in the Statement of Work. If no intervals are so specified, the Supplier shall invoice the Customer at the end of each month for Works performed during that month, provided that any third party licences shall be paid annually in advance.

9.11 The Customer shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier from time to time.

9.12 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this Agreement on the due date:

(a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

(b) the Supplier may suspend part or all of the Works until payment has been made in full.

9.13 All sums payable to the Supplier under this Agreement:

(a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

10.1 In relation to the Deliverables:

(a) the Supplier and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Customer Materials;

(b) the Supplier grants the Customer, or shall procure the grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the applicable SoW to copy the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Works and the Deliverables in its business; and

(c) the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 10.1(b) to its customers or third parties.

10.2 In relation to the Customer Materials, the Customer:

(a) and its licensors shall retain ownership of all IPRs in the Customer Materials; and

(b) grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the applicable SoW for the purpose of providing the Works to the Customer.

10.3 The Supplier:

(a) warrants that the receipt and use of the Works and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;

(b) shall, subject to the terms of this Agreement, indemnify the Customer against liabilities, costs, expenses, damages and losses (including reasonable professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third parties Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use of the Works and Deliverables.

(c) shall not be in breach of the warranty at clause 10.3(a), and the Customer shall have no claim under the indemnity at clause 10.3(b) to the extent the infringement arises from:

(i) the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Works or any Deliverable;

(ii) any modification of the Works or any Deliverable, other than by or on behalf of the Supplier; and / or

(iii) compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.

10.4 The Customer:

(a) warrants that the receipt and use in the performance of this Agreement by the Supplier, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) shall, subject to the terms of this Agreement, indemnify the Supplier against liabilities, costs, expenses, damages and losses (including reasonable professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Customer Materials.

10.5 If either party (Indemnifying Party) is required to indemnify the other party (Indemnified Party) under this clause 10, the Indemnified Party shall:

(a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 10.3(b) or clause 10.4(b) (as applicable) (IPRs Claim);

(b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

(c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

(d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

11. Compliance with laws

11.1 In performing its obligations under this Agreement, each party shall comply with Applicable Laws.

11.2 Changes to the Works required as a result of changes to the Applicable Laws shall be agreed via the Change Order procedure set out in clause 8.

12. Data protection

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation, as well as the IPI Data Protection Addendum, which (without prejudice to clause 12.2) is incorporated into this Agreement by reference, and available at this link: https://trust.ipiplatform.com/index.php/ipi-data-protection-addendum/

12.2 The Supplier's 'FAQs' section at the link referenced in clause 12.1 does not form part of the Agreement, and is instead provided to assist the Customer in its review of the Agreement and to provide context.

12.3 A list of the Supplier's processors at the date of this Agreement is available at this link: https://trust.ipiplatform.com/index.php/ipis-sub-processors/

12.4 If applicable, the parties shall, in respect of the applicable 3P Provided Services, also comply with the 3P DPA.

13. Confidentiality

13.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

14. Limitation of liability

14.1 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.2 Subject to clauses 14.1 and 14.6, in respect of the 3P Provided Services, the Supplier's Total Liability to the Customer in any Contract Year shall not exceed the amount stated in the relevant EULA (or, if there is no limitation of liability stated in the EULA, clause 14.3 shall instead apply) calculated in accordance with the SoW Charges attributable to the 3P Provided Services.

14.3 Subject to clauses 14.1 and 14.6, in respect of the IPI Provided Services, the Supplier's total liability to the Customer in any Contract Year shall not exceed the Cap.

14.4 In clause 14.2 and 14.3 (as applicable):

(a) Cap. The cap is 125% of the Total Charges in the Contract Year in which the breaches occurred;

(b) Contract Year. A contract year means a 12-month period commencing with the date of this Agreement or any anniversary of it;

(c) Total Charges. The total charges means all sums paid by the Customer and all sums payable under this Agreement in respect of goods and services actually supplied by the Supplier, in respect of the IPI Provided Services, whether or not invoiced to the Customer; and

(d) Total Liability. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.

14.5 This clause 14.5 sets out specific heads of excluded loss. Subject to clauses 14.1 and 14.6, the following types of loss are wholly excluded by the parties:

(a) Loss of profits.

(b) Loss of sales or business.

(c) Loss of agreements or contracts.

(d) Loss of anticipated savings.

(e) Loss of use or corruption of software, data or information.

(f) Loss of or damage to goodwill.

(g) Wasted expenditure.

(h) Indirect or consequential loss.

14.6 This clause 14:

(a) shall do nothing to limit the Customer’s payment obligations under this Agreement; and

(b) is without prejudice to the liabilities and exclusions as set out in Schedule 4 (EULA).

14.7 The Supplier shall have no liability in respect of toll fraud, which shall be the Customer’s responsibility to identify and prevent, provided always that the Supplier will use reasonable endeavours to assist the Customer where reasonably requested.

14.8 Without prejudice to any statutory limitation period, each party shall notify the other of its intention to make a claim as soon as reasonably possible after:

(a) first becoming aware of that potential claim; and

(b) considering that claim (including obtaining legal advice in relation to the merit of that claim).

14.9 Nothing in this Agreement limits or excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier’s Intellectual Property Rights.

15. Termination

15.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) 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 or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(c) 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 any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) 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;

(e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company);

(f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
(g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
(h) 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 the other party's assets and such attachment or process is not discharged within 14 days;
(i) 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 15.1 (b) to clause 15.1 (h) (inclusive); or
(j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.2 Without affecting any other right or remedy available to it, the Supplier 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 on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

15.3 Clause 15 is without prejudice to the Customer’s rights (if applicable) pursuant to sections 233, 233A and 233B Insolvency Act 1986.

16. Consequences of termination

16.1 On termination or expiry of this Agreement:
(a) all existing Statements at Work shall terminate automatically;
(b) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
(c) the Customer shall return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until the Supplier's Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping. Alternatively, at the Supplier’s sole discretion, the Supplier may instead charge the Customer for such unreturned Equipment;
(d) the Supplier shall on request return any of the Customer Materials not used up in the provision of the Works; and
(e) the following clauses shall continue in force: clause 1 (Interpretation), clause 7 (Non-solicitation), clause 9.12(a) and 9.13 (Payment), clause 10 (Intellectual property rights), clause 13 (Confidentiality), clause 14 (Limitation of liability), clause 16 (Consequences of termination), clause 20 (Waiver), clause 22 (Severance), clause 24 (Conflict), clause 29 (Dispute resolution), clause 30 (Governing law) and clause 31 (Jurisdiction).

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

17. Force majeure

17.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
(a) acts of God, flood, drought, earthquake or other natural disaster;
(b) epidemic or pandemic;
(c) terrorist attack, denial of service attacks, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
(d) nuclear, chemical or biological contamination or sonic boom;
(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
(f) collapse of buildings, fire, explosion or accident;

(g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
(h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause);
(i) interruption or failure of utility service, internet or communication line failures; and
(j) if certain Works supplied to a Customer under a SoW are discontinued or no longer exist (such as decommissioning of legacy 3P Provided Services),

17.2 Provided it has complied with clause 17.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

17.4 The Affected Party shall:
(a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
(b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 90 days written notice to the Affected Party.

18. Assignment and other dealings

18.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

18.2 The Supplier may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

19. Variation

19.1 Subject to clauses 8 and 19.2, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.2 The Supplier shall be entitled (acting reasonably) to vary the Agreement or Works where the same is caused by technology developments such as replacement of certain technologies, networks, hardware, software, applications, platforms, systems, features or processes, as well as changes permitted in respect of the 3P Provided Services, provided always that the Supplier shall use reasonable endeavours to agree material changes in respect of the IPI Provided Services in writing and in advance in accordance with clause 8.

20. EULA

20.1 In respect of the 3P Provided Services, in order to comply with the Supplier's reseller obligations, the parties agree that the provisions of the relevant EULA (including any applicable 3P DPA) shall apply to this Agreement in respect of the provision of the applicable 3P Provided Services, and each party shall comply with their respective obligations set out in the same.

20.2 The terms of the EULA (including any applicable 3P DPA) shall constitute the Customer's sole rights and remedies in respect of the 3P Provided Services, without prejudice to the applicable commercial terms set out in the Agreement which apply to the provision of the applicable 3P Provided Services, including the SoW (such as the service levels, SoW Charges and payment terms).

21. Waiver

21.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

21.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21.3 A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

22. Severance

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

22.2 If any provision or part-provision of this Agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Entire agreement

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

23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

24. Conflict

24.1 To the extent only of any conflict or inconsistency between the clauses, the schedules and any other documents expressly incorporated into this Agreement, the order of precedence will be as follows:

- (a) The EULA, 3P DPA and any other terms specific to the 3P Provided Services (such as fair use policies), except that the SoW Charges are as set out in the applicable SoW and payable to the Supplier in accordance with the Supplier's payment terms;
- (b) The provisions of a SoW;
- (c) The IPI Data Protection Addendum;
- (d) The main body of this Agreement;
- (e) The remaining schedules.

25. No partnership or agency

25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. Third party rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

27. Notices

27.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to:
  - (i) in the case of the Supplier: ipps@ipintegration.com; and
  - (ii) in the case of the Customer: the 'Account Manager' representative described in paragraph 3 of the first SoW in Schedule 1 of this Agreement, unless agreed otherwise in writing.

27.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; and
- (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; and
- (c) if sent if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 27.2(c), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

28. Counterparts

28.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28.2 The parties agree to electronically sign the Agreement, that any digital or electronic signatures (including PDF, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that delivery of any such electronic signature to, or a signed copy of, this Agreement may be made by email or other electronic transmission.

28.3 The Customer acknowledges that the Supplier must sign this Agreement (including any future SoWs) after the Customer has signed the Agreement (or future SoW), in order that the Supplier retains control of signature of third-party agreements.

29. Dispute resolution

29.1 If any dispute arises between the parties out of, or in connection with, this Agreement, the matter shall be referred to a senior representative of each party who shall use their reasonable endeavours to resolve it.

29.2 If the dispute is not resolved within 14 days of the referral being made under clause 29.1, the parties may refer the matter to mediation in accordance with the London Court of International Arbitration Mediation Rules.

29.3 Unless the parties have failed to resolve the dispute within 90 days of the referral in clause 29.1 (or such further period as the parties may agree in writing) neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.

30. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

31. Jurisdiction

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

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 – STATEMENT OF WORK (SOW)

To be added prior to signature. NB this will also incorporate by reference the relevant Service Descriptions.

SoW Appendix

CCaaS & ASSOCIATED SERVICES; CONTRACT DATES, CO-TERM & INVOICING

If this SoW Appendix conflicts with the remainder of the SoW, the SoW shall prevail to the extent of such conflict only.

This Appendix applies to the following product sets:

- CCaaS
- UCaaS
- Voice Connect Services
- Site Connect Services

1 Definitions

1.1 CCaaS Go-Live / In Production Date (also known as the "Go-Live Date") = the end of the Ramp Period or the date of the Customer's first production agent on the CCaaS solution, whichever happens sooner

1.2 CCaaS Service Start Date = the end of the Ramp Period or the Go-Live Date of the CCaaS service, whichever is sooner

1.3 Commissioned Date = the date on which IPI completes the configuration, installation and testing of the IPI elements of the service

1.4 Contract Start Date = date of last contract signature i.e. the date by which both parties have signed the contract

1.5 Customer = the relevant legal entity entering into an agreement with IPI

1.6 IPI = IP Integration Limited, also known as the "Supplier"

1.7 Primary Contract Term = Ramp Period plus the primary period (typically 36 months)

1.7.1 A typical primary term for Genesys Cloud CCaaS will therefore be 40 months from the Contract Start Date – the 4-month Ramp Period plus 36 months

1.7.2 A typical primary term for ECX CCaaS will therefore be 39 months from the Contract Start Date – the 3-month Ramp Period plus 36 months

1.8 Ramp Period = the period allowed for the implementation of the CCaaS solution. Ramp periods may vary, but are typically as follows:

1.8.1 Genesys Cloud CCaaS – 4 months

1.8.2 ECX CCaaS – 3 months

1.9 Service Start Date = the date on which a particular service commences and / or is available for Customer use

1.10 SoW = the Statement of Work, the first of which is usually included in Schedule 1 of the agreement between IPI and the Customer

1.11 Start of Ramp Period = Contract Start Date

2 Co-Termination

2.1 Co-termination of all services / sub-contracts with the primary CCaaS contract term is the desired state, but may not always be possible

2.2 IPI will not be able to co-terminate the following services / sub-contracts:

2.2.1 IPI Connectivity Services – see paragraph 5

2.2.2 Microsoft licences

3 Invoicing

3.1 **ECX CCaaS / Genesys Cloud CCaaS**

3.1.1 Annual In Advance

3.1.1.1 IPI will invoice the Customer for the CCaaS licences at the start of the Ramp Period. The invoice will cover the Ramp Period plus the first 12 months of CCaaS licencing

3.1.1.2 Thereafter, IPI will invoice the Customer for the CCaaS licences on a 12 month in advance basis until the end of the Primary Contract Term

3.1.2 Monthly In Advance

3.1.2.1 IPI will invoice the Customer for the CCaaS licences towards the end of the Ramp Period. The invoice will cover the first month of CCaaS licencing

3.1.2.2 Thereafter, IPI will invoice the Customer for the CCaaS licences on a monthly in advance basis until the end of the Primary Contract Term

3.2 Other Services

3.2.1 Other Services constitutes the following:

3.2.1.1 IPI's Voice and Connectivity Services – see paragraphs 4 and 5 for details of these services

3.2.1.2 Services other than Genesys Cloud CCaaS, ECX CCaaS, IPI's Voice and Connectivity Services that are delivered directly to the Customer by IPI

3.2.1.3 Services other than Genesys Cloud CCaaS, ECX CCaaS, IPI's Voice and Connectivity Services that are delivered on behalf of IPI to the Customer by an IPI sub-contractor

3.2.2 IPI Delivered Services Starting At or Before End of Ramp Period (Recurring)

3.2.2.1 IPI will invoice the Customer for IPI delivered services (including Managed Services) from the earlier of the following:

3.2.2.1.1 The end of the Ramp Period; or

3.2.2.1.2 The Service Start Date. The charge will be calculated on a pro rata basis to the end of the Ramp Period

3.2.3 IPI Delivered Services Starting At or Before End of Ramp Period (Non-Recurring)

3.2.3.1 In respect of IPI's non-recurring charges for professional services aka implementation services, unless otherwise agreed in the SoW:

3.2.3.1.1 IPI will invoice the Customer 50% on signature of the relevant SoW, 35% on hand-over for UAT (user acceptance testing), 15% on completion of 'ready for service' of the final site (without prejudice to paragraph 0)

3.2.3.1.2 If delivery is delayed due to the acts or omissions of the Customer or its other suppliers, IPI shall have the right to invoice the Customer for all outstanding non-recurring charges from 4 months after the Contract Start Date

3.2.4 Sub-contractor Delivered Services Starting At or Before End of Ramp Period

3.2.4.1 IPI will invoice the Customer for services delivered by an IPI sub-contractor from the date from which IPI starts paying the sub-contractor for the service

3.2.5 IPI or Sub-contractor Delivered Services Starting After End of Ramp Period

3.2.5.1 All services added after the end of the Ramp Period will be invoiced from the go-live of the service or the date that the Sub-contractor provider specifies

4 **IPI Voice Services** – Invoicing and End Date

4.1 IPI VoiceConnect (SIP Channels and DDIs)

4.1.1 Annual And Monthly in Advance (Rentals) – Invoicing for each voice service component will commence from and including the Commissioned Date for the relevant component.

4.1.2 Annual In Advance (Rentals) – Where annual in advance recurring billing is required, IPI and the Customer will agree and document in the SOW a clear approach to the "ramp" period (if any). For example, in the first months of the contract the number of channels and/or DDIs may increase due to a phased migration. If this is the case a billing profile will need to be agreed in advance based on the projected migration. This could result in additional / revised billing should there be any changes or delays to the migration plan. This may result in a lower first year bill or a separate bill for any ramp period agreed. In the absence of a billing profile to this effect being stated in the SoW, then all annual in advance (rentals) billing shall be as set out in paragraph 4.1.1.

4.1.3 Monthly In Advance (Rentals) – The value and frequency of invoicing may increase during the initial system ramp period as channels / DDIs are brought into service.

For example: a customer contracts for 100 channels, however in month 1 only 10 channels are required for testing purposes. In month 2 the requirement increases to 50 channels and by the end of month 3 all 100 channels have been commissioned. IPI will invoice to reflect the commissioning profile.

In addition, ported in DDIs may be split over several months due to porting lead-times or migration strategy.

4.1.4 Outbound Minutes (Usage):

4.1.4.1 Where specified in the SoW any bundles in respect of outbound calling are addressed at paragraphs 4.1.1 to 4.1.3 (where applicable).

4.1.4.2 For the avoidance of doubt, where charges are expressed as being 'bundle' or 'minimum commitment' or similar, if actual usage by the Customer is below the monthly allowance, then the Customer shall not be entitled to a refund, nor shall the Customer be entitled to "roll over" any amounts from month to month.

4.1.4.3 Outbound calls outside, or in excess, of any contracted bundle will be billed monthly in arrears. As such the Customer may receive a bill post contract end for any usage accrued.

4.1.5 End Date – The end date for the VoiceConnect services will be co-terminated with the Primary Contract Term.

4.2 IPI NGN / Inbound

4.2.1 Monthly In Advance (Rentals) – Recurring billing (in respect of rentals) will commence from and including the Commissioned Date. The value and frequency of invoicing may increase during the initial system ramp period as NGNs are brought into service.

For example: a customer contracts for 100 NGNs however in month 1 only 10 NGNs are required for testing purposes. In month 2 the requirement increases to 50 NGNs and by the end of month 3 all 100 NGNs have been commissioned. IPI will invoice to reflect the commissioning profile.

In addition, ported in NGNs may be split over several months due to porting lead-times or migration strategy.

4.2.2 For the avoidance of doubt, where charges are expressed as being 'bundle' or 'minimum commitment' or similar, if actual usage by the Customer is below the monthly allowance, then the Customer shall not be entitled to a refund, nor shall the Customer be entitled to "roll over" any amounts from month to month.

4.2.3 Inbound Minutes (Usage) – Inbound calls outside, or in excess, of any contracted bundle will be billed monthly in arrears. As such the Customer may receive a bill post contract end for any usage accrued.

4.2.4 End Date – The end date for the NGN/Inbound services will be co-terminated with the Primary Contract Term.

4.3 Voice Services Non-Recurring Charges

4.3.1.1 In respect of IPI's non-recurring charges for professional services, hardware or other one-off costs in relation to voice services, unless otherwise agreed in the SoW:

4.3.1.1.1 IPI will invoice the Customer 50% on signature of the relevant SoW, and 50% on or after the Commissioned Date

4.3.1.1.2 If the Commissioned Date is delayed due to the acts or omissions of the Customer or its other suppliers, IPI shall have the right to invoice the Customer for all outstanding non-recurring charges from 4 months after the Contract Start Date

5 IPI Connectivity Services – Invoicing and End Date

5.1 SiteConnect (WAN, Internet, SDWAN, Connectivity)

5.1.1 Installation Note:

When providing connectivity to a Customer's premise or datacentre IPI is reliant on third-party providers for the 'last mile' circuit (the physical and logical connection from the IPI network to the Customer's premise or datacentre).

5.1.2 Non-Recurring Charges – IPI will invoice any installation or hardware fees (where applicable) on or after the Commissioned Date.

5.1.3 Annual and Monthly in Advance – Recurring billing will commence from and including the Commissioned Date.

5.1.4 End Date – The end date for the SiteConnect service will be determined from the Commissioned Date + the contracted term. Where multiple SiteConnect circuits are commissioned, the overall end date will be determined when the last circuit is commissioned + the contracted term.

6 The Supplier shall not increase the rates set out in the SoW in respect of SIP tariffs / NGN tariffs / call traffic during the term of the SoW, except for: a) as may be directly required pursuant to an applicable regulatory change, which impacts the agreed pricing; and / or b) where there is an increase in the Supplier's direct costs of supply in respect of its rates. In respect of any changes under this SoW to pricing pursuant to this paragraph, the Supplier shall give the Customer as much prior notice in writing as reasonably practicable, and shall increase prices by the monetary increase it receives from its suppliers (where reasonable evidence of such shall be provided by the Supplier to the Customer on request).

7 Additional Services

If the Customer consumes additional services (IPI or third party) outside the scope of the SOW, IPI will charge for those services in accordance with published list pricing plus VAT.

8 Usage Charges

The Customer is responsible for all usage charges it incurs (including if the Customer directly consumes services outside the scope of this SoW, but which are charged to the Supplier by the applicable vendor). This includes, but is not limited to, consumption of services over and above the fair usage allowances, multimedia and messaging services, AI services, and third-party app foundry partner applications. These shall be charged at the current Genesys or third party's published RRP, plus VAT, at point of billing, unless the Customer has signed up to a prior committed rate and period for the service. This applies at all times during the Primary Contract Term, including any Ramp Period.

9 Charges beyond the Primary Contract Term

Customers should be aware that on expiry of an IPI or sub-contractor service, the price charged by IPI to Customer to renew / extend that service may increase. IPI will endeavour to determine at the outset if a renewal will be subject to a price rise and, if so, by how much

On expiry of the Initial Term, the SoW shall automatically renew thereafter for successive periods, each with a term equal to the Initial Term or 12 months, whichever is longer (each a "Renewal Term") unless or until terminated by either party giving not less than 60 days' notice in writing, such notice to expire at the end of the Initial Term or any Renewal Term. The SoW Charges applicable for any Renewal Term shall be at the Supplier's then current rate (unless otherwise agreed between the parties), provided that the Supplier has given the Customer reasonable prior written notice of any revised SoW Charges.

10 Service Credits

Service credits shall be calculated against the relevant SoW Charges (for example, service credits in respect of the ElasticCX CCaaS Services shall be calculated against committed monthly Recurring Charges for ElasticCX CCaaS Services only, unless stated otherwise in the applicable service description or SoW).

Version 1.5

Annex A

SoW Template

1. **Works:** []

1. **Representatives:** []

2. **Start date and term of this Statement of Work:** []

3. **Customer Materials:** []

4. **Customer's Equipment:** []

5. **Supplier's Equipment:** []

6. **Service Levels:** []

7. **Timetable**: []

8. **Milestones:** []

9. **Acceptance Criteria:** []

10. **SoW Charges:** [To confirm if fixed price or time and materials]

11. **Other Terms:** []

SCHEDULE 2 – RATE CARD

The table below sets out the rates that will be charged for Supplier activities that are in addition to the contracted services.

PROFESSIONAL SERVICES RATE CARD

	Mon-Fri 08.30-17:30		Mon-Fri OUT OF HOURS		WEEKEND AND BANK HOLIDAYS	
SOLUTION DELIVERY	Full day	Half day	Full day	Half day	Full day	Half day
Project Manager	£950	£550	£1425	£715	£1,900	£950
Technical Consultant	£950	£550	£1425	£715	£1,900	£950
Application Specialist	£1,100	£600	£1,650	£825	£2,200	£1,100
Developer	£1,100	£600	£1,650	£825	£2,200	£1,100
TECHNICAL SUPPORT						
Remote programming (per hour)	£130		£200		£260	
Callout (includes travel time and first hour on site)	£500		£750		£1,000	
Additional hours on site (per hour)	£180		£265		£360	
No fault found charge (per hour)	£500		-		-	

CONSULTING SERVICES RATE CARD

CONSULTING SERVICES	DAILY RATE
Operational consulting and best practice, including WEM services	£1,250

TRAINING SERVICES RATE CARD

TRAINING SERVICES	DAILY RATE
End-user training – Agent (max 16 people), Supervisor (max 8 people)	£750
System Admin training – max 6 people	£950
"Train the trainer" - max 6 people	£950
Technical training – max 3 people	£1,000
Custom training materials development (e-learning, videos etc)	£550
General support cover (i.e., floor walking, go-live support)	£750

NOTES:

- The Professional Services and Consulting Services pricing assumes that the work will be delivered remotely
- Consulting and Training Services are delivered during Core Hours only (Mon to Fri 0830 to 1730)
- Training can be delivered remotely or on Supplier / Customer site at the day rates stated above
- For on-site engagements, the Supplier reserves the right to charge for travel time and associated expenses at cost
- Minimum charges as follows:
    - Solution Delivery – half day or multiples thereof
    - Technical support – one hour or multiples thereof
    - Training – one day or multiples thereof

SCHEDULE 3 – 3P DPA(S)

N/A

SCHEDULE 4 – EULA(S)

To be added to Call-Off Contract.

SCHEDULE 5 – DIRECT DEBIT MANDATE

Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

IP Integration Limited
Integration House
Turnhams Green Business Park
Pincents Lane
Reading
Berkshire
RG31 4UH

Originator's Identification Number

6	9	3	3	4	6

Reference Number

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

To: The Manager Bank/Building Society

Address

Postcode

Instruction to your Bank or Building Society

Please pay IP Integration Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee.
I understand that this Instruction may remain with IP Integration Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account

DDI2

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change IP Integration Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by IP Integration Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

END OF AGREEMENT

EXCEPTIONAL CUSTOMER CONTACT