

## **[NETPREMACY TERMS AND CONDITIONS FOR WORKSPACE]**

These Terms and Conditions govern the supply by Netpremacy to the Customer of the Services (as defined below). Capitalised terms used in these Terms and Conditions shall have the meaning given in Clause 16 below.

### **1. Basis of Agreement**

- 1.1. The Agreement: These Terms and Conditions together with the Order Form, form the Agreement between Netpremacy and the Customer for the provision of the Services (as defined herein). These Terms and Conditions shall apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which may be implied by law, trade custom, practice or course of dealing.
- 1.2. Conflicts Between Order Form and Terms and Conditions: In the event of any conflict or inconsistency between any terms detailed in the Order Form and any of these Terms and Conditions, the terms detailed in the Order Form shall prevail.

### **2. Provision of the Services**

- 2.1. Scope: Netpremacy will (as applicable) provide, or procure the provision of, the Services to the Customer during the Subscription Term. The provision of the Services to Customer, under this Agreement, shall be subject to the terms and conditions of this Agreement, as well as the Google TOS, SLA and AUP.
- 2.2. Provisioning Services: Netpremacy shall be solely responsible for providing the Provisioning Services, in accordance with the terms of this Agreement and/ or as agreed in writing between the parties in writing from time to time.
- 2.3. Google Products and Google TOS: The Customer understands and agrees that the Google Products are hosted and provided by Google and that the Google TOS will govern the Customer's access to and use of any Google Products supplied and/ or provisioned under this Agreement. The applicable Google TOS forms a separate and independent agreement between Google and the Customer for the supply by Google of the Google Products. Accordingly, the Customer acknowledges and agrees that Netpremacy, Google and the Customer are independent contractors with respect to the supply and resale of the Google Products. Unless Google has expressly agreed otherwise in writing, the Customer shall accept and hereby accepts the applicable Google TOS without any modification or amendment.
- 2.4. Conflicts Between this Agreement and Google TOS: In the event of any conflict or inconsistency between any of the terms and conditions of this Agreement and the terms and conditions of any applicable Google TOS, it is agreed that the applicable Google TOS shall prevail with respect to the supply by Google of Google Products to the Customer and the Customer's use thereof.
- 2.5. Disclosure of Customer Information to Google: Where required by Google, Customer hereby permits Netpremacy to disclose Customer Information to Google for use by Google in connection with the Google Products and in accordance with the Google TOS (including any applicable confidentiality, data processing and security terms contained or referenced therein).

- 2.6. Customer Responsible for Providing Notices and Consents: The Customer is responsible for providing the necessary notices, and obtaining and maintaining any consents, required from End Users to allow Netpremacy and Google to perform their respective obligations under or pursuant to this Agreement.
- 2.7. Additional Terms Applicable to Google Voice: Where the Services ordered by the Customer comprise or include Google Voice, then in addition to these Terms and Conditions, the Additional Terms Applicable to Google Voice appended to these Terms and Conditions at Attachment 2 shall apply with respect to Google Voice.

### 3. **End User Subscriptions**

- 3.1. End User Subscriptions: The Customer understands and agrees that the maximum number of End Users that are authorised to access and use the Services shall not exceed the number of End User Subscriptions it has purchased, as detailed in the Order Form or agreed with Netpremacy in writing from time to time. The Customer shall not allow or suffer any End User Account to be used by more than one End User unless it has been reassigned in its entirety to another individual End User, in which case the prior End User shall no longer have any right to access or use the Services. Customer shall ensure that each End User shall keep a secure password for his use of the Services, that such password shall be changed frequently and that each End User shall keep his password confidential.
- 3.2. Unauthorised Access to the Services: The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, shall promptly notify Netpremacy.
- 3.3. Maintenance of Records and Audit: Customer shall maintain a written, accurate and up to date records concerning its use the Services and the current End Users authorised to use the Services and shall provide details such records to Netpremacy as Netpremacy may reasonably require for the purpose of ensuring compliance with this Agreement. The Customer shall permit Netpremacy or its designated auditor to audit the Customer's use of Services in order to establish compliance with this Agreement. Each such audit shall be conducted at Netpremacy's expense, and with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of its business. If any audit under this clause reveals any material non-compliance with this Agreement and/ or that the Customer has underpaid Subscription Fees, then without prejudice to Netpremacy's other rights, the Customer shall promptly remedy such non-compliance and/ or pay to the Supplier an amount equal to such underpayment.

### 4. **SLA and SLA Remedies**

- 4.1. SLA: Subject always to clause 11.3 below, the Services shall be provided in accordance with the applicable SLA.
- 4.2. SLA Remedies: The Customer acknowledges and agrees that the SLA sets out the Customer's sole and exclusive financial remedy (against Google or Netpremacy or any other person) for any failure by Google to meet the SLA.

Where remedies are available to the Customer under the SLA, the Customer must request such remedies from the Netpremacy.

5. **Technical Support Services**

- 5.1. Technical Support Services: If ordered by the Customer (as detailed in the Order Form or otherwise agreed in writing between the parties), Netpremacy shall, during the Subscription Term, provide the Technical Support Services.
- 5.2. Technical Support Services Policy: The Technical Support Services shall be provided in accordance with the Technical Support Services Policy in effect at the time that such services are provided. Netpremacy may amend and update its Technical Support Services Policy in its reasonable discretion from time to time.

6. **Customer's Obligations**

- 6.1. Cooperation and Assistance: The Customer shall provide Netpremacy with all necessary co-operation, access to information and systems and other assistance, as Netpremacy may reasonably require from time to time, in order to provide, or procure the provision of, the Services.
- 6.2. Compliance with Google TOS: The Customer shall comply fully with all applicable Google TOS, including the terms of any applicable AUP and SLA, in using the Services and in respect of its activities under this Agreement.
- 6.3. Compliance with Applicable Laws: The Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement.
- 6.4. Responsibility for Actions of End Users: The Customer shall ensure that its End Users use the Services in accordance with the terms and conditions of the Agreement and in accordance with all applicable Google TOS and the Customer shall be responsible for any End Users breach of the same.
- 6.5. Responsibility for Customer's Systems: The Customer shall ensure that its network and systems comply with any relevant specifications or requirements, necessary to access and use the Services, as provided by Netpremacy or published by Google from time to time. The Customer shall be solely responsible for procuring, maintaining and securing its own network connections and telecommunications links from its systems to Netpremacy's and/ or Google's (as applicable) data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 6.6. Responsibility for Customer Information and Other Content and Compliance with AUP: The Customer agrees that it shall be solely responsible for the manner and purposes for which it (and its End Users) choose to use the Services and for any Customer Information or content its stores, distributes or transmits using the Service. The Customer shall (and shall procure that its End Users shall) at all times comply fully with the AUP. Without prejudice to the generality of the foregoing, the Customer shall not, in the course of its use of the Services, access, store, distribute or transmit any viruses or harmful code, or any material that: (i) is unlawful, harmful, threatening, defamatory,

obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (vi) is otherwise illegal or causes damage or injury to any person or property. Netpremacy reserves the right, without liability to the Customer and without prejudice to its other right, to disable the Customer's access to any material and/ or the Service generally if it breaches the provisions of this clause.

- 6.7. Product Restrictions: Customer will not: (a) resell, distribute, supply, lease, or allow another third party (other than its own End Users) to use, the Services; (b) use the Services or any related documentation provided by Netpremacy or Google for any purpose other than to use the Services as permitted hereunder; or (c) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer any part of the Services, including the source code and any other underlying ideas or algorithms of the software forming part of the Services (except to the extent such act cannot be prohibited by law or is expressly permitted by Netpremacy or Google in writing or under the Google TOS).
- 6.8. High Risk Activities: Customer will not use, or permit the Services to be used, in connection with any use involving High Risk Activities.

## **7. Subscription Fees and Payment**

- 7.1. Subscription Fees: The Customer shall pay the Subscription Fees to Netpremacy in accordance with the Order Form and this clause 7.
- 7.2. Payment Terms: Unless expressly agreed otherwise in writing or stated otherwise on the Order Form, all Subscription Fees shall be paid annually in advance by such dates as may be stated in the Order Form, or (in any event) within 30 days of receipt by the Customer of Netpremacy's invoice therefor.
- 7.3. Payment Terms Continued: Unless expressly stated otherwise, all Subscription Fees and other amounts and fees stated or referred to in the Agreement: (a) shall be payable in pounds sterling; (b) are non-cancellable and non-refundable; and (c) are exclusive of value added tax, which shall be added to Netpremacy's invoice(s) at the appropriate rate.
- 7.4. Remedies for Late Payment: In the event that the Customer fails to pay any Subscription Fees or other sums due to be paid to Netpremacy under this Agreement, by the due date for payment, then without prejudice to any other rights and remedies available to Netpremacy: (a) Netpremacy may, without liability to the Customer, disable the Customer's access to, all or part of the Services, and Netpremacy shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank PLC from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.5. Variation to Subscription Fees on Renewal: The Customer understands and agrees that, unless expressly agreed otherwise in writing by Netpremacy in advance of the start of any Renewal Period, the Subscription Fees due in respect of any Renewal Period shall be (and, if applicable, shall default to) the

standard pricing for the Services in force as at the renewal date. The standard pricing for the Services is published online and is available from Netpremacy on request.

## 8. **Proprietary Rights**

- 8.1. **Proprietary Rights in the Services:** The Customer acknowledges and agrees that Netpremacy and/or Google (as applicable) own all Intellectual Property Rights in the Services. Except as expressly stated herein and/ or in the Google TOS, the Customer is not granted any rights to, under or in, any Intellectual Property Rights in the Services, or any other rights or licences in respect of the Services. Subject always to clause 11.3 and 12.2, Netpremacy confirms that it has all necessary rights in relation to the Services that are necessary to enable Netpremacy to perform its obligations under this Agreement, in accordance with the terms of this Agreement.
- 8.2. **Proprietary Rights in Customer Information:** The Customer shall own all right, title and interest in and to all Customer Information (and any Intellectual Property Rights therein) and shall be solely responsible for the legality, reliability, integrity, accuracy and quality of all such Customer Information.
- 8.3. **Marketing and Publicity:** Each party may use the other party's branding in connection with this Agreement only as permitted in this Agreement. The Customer may state publicly that it is a Netpremacy customer and display Netpremacy's branding provided that it follows any instructions or branding guidelines issued by Netpremacy from time to time. Netpremacy may: (a) orally state that the Customer is a Netpremacy customer; and (b) include the Customer's name or branding in a list of Netpremacy's customers in its promotional materials. Any use of a party's branding will inure to the benefit of the party holding Intellectual Property Rights to that branding. A party may revoke the other party's right to use its branding with written notice to the other party and a reasonable period to stop the use.

## 9. **Confidentiality**

- 9.1. **Confidential Information:** Each party may be given, or gain, access to Confidential Information of the other party, in order to exercise its rights or perform its obligations, under this Agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 9.2. **Duty of Confidentiality:** Subject to clause 2.5 and 9.3, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

- 9.3. Disclosure Required by Law: A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.4. Survival: The above provisions of this clause 9 shall survive termination of this Agreement, however arising.

## 10. Data Protection

- 10.1. Data Protection Definitions: In this clause 10 the terms "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**" and "**appropriate technical and organisational measures**" shall have the meanings given in the Data Protection Legislation.
- 10.2. Compliance with Data Protection Legislation: Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 10.3. Roles and Responsibilities: To the extent that Netpremacy and/ or Google process any Personal Data on behalf of the Customer pursuant to this Agreement, or in connection with the provision of the Services, the Customer will be the Controller of that Personal Data and Netpremacy and Google shall be separate independent Processors in relation that personal data.
- 10.4. Customer's Obligations Concerning Data Protection: Without prejudice to the generality of Clause 10.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Netpremacy and/ or Google for the duration and purposes of this Agreement.
- 10.5. Google's Obligations Concerning Data Protection: To the extent that Google processes any personal data on behalf of the Customer, Google's processing of that personal data shall be governed by the applicable Google TOS in force from time to time, including all applicable confidentiality, data processing and security terms incorporated or referenced therein.
- 10.6. Netpremacy's Obligations Concerning Data Protection: To the extent that Netpremacy processes any Personal Data on behalf of the Customer pursuant to this Agreement, or in performing any part of the Services, then without prejudice to the generality of its obligations under clause 10.2, Netpremacy shall: (a) process that Personal Data only on the documented written instructions of the Customer unless Netpremacy is required by Domestic Law to otherwise process that Personal Data. Where Netpremacy is relying on Domestic Law as the basis for processing Personal Data, Netpremacy shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits Netpremacy from so notifying the Customer; (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental

loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and (d) not transfer any Personal Data outside of the UK or EEA unless the following conditions are fulfilled: (i) the Customer or Netpremacy has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Netpremacy complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) Netpremacy complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach; (g) at the written direction of the Customer, delete or return Personal Data held by Netpremacy and copies thereof to the Customer on termination of the this Agreement unless required by Domestic Law to store the Personal Data; and (h) maintain complete and accurate records and information to demonstrate its compliance with this clause.

- 10.7. **Sub-processors**: The Customer consents to Netpremacy appointing third-party processors of Personal Data under this Agreement ("**Sub-processors**"). Netpremacy confirms that it has entered or (as the case may be) will enter with any such Sub-processor into a written agreement incorporating terms which are substantially similar to those set out in clause 10.6 and in either case which will reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Netpremacy, Netpremacy shall remain fully liable for all acts or omissions of any Sub-processor appointed by it pursuant to this clause. For the avoidance of any doubt, it is, however, understood, acknowledged and agreed that (as outlined in clause 10.5) Google shall be regarded as a separate and independent Processor, to the extent that its processes any Personal Data on behalf of the Customers, in accordance with the applicable Google TOS and Google shall not be regarded as Netpremacy's Sub-processor.

## 11. **Warranties and Disclaimers**

- 11.1. **Warranties**: Netpremacy warrants that: (a) it has full power and authority to enter into the Agreement; and (b) it will perform the Provisioning Services using reasonable skill and care. If Netpremacy is notified of any breach of these warranties then Netpremacy shall use reasonable endeavours to remedy the breach in question or (where that is not reasonably possible) provide the Customer with a reasonable refund or credit in respect of any Subscription Fees paid for the affected Services. The provisions of clause

11.1 set out the sole remedy and Netpremacy's entire liability to the Customer for any breach of the warranties set out in this clause.

- 11.2. Warranty Disclaimer: Except as expressly provided for in clause 11.1 or elsewhere in this Agreement, to the fullest extent permitted by applicable law, Netpremacy: (a) does not make or give any other warranties of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use, non-infringement or concerning error-free or uninterrupted use of the Services; and (b) makes no representation about the Service or content or information made accessible through the Service.
- 11.3. Responsibility for Compliance with Google TOS: Notwithstanding anything to the contrary stated in this Agreement, the Customer acknowledges and agrees that Google and not Netpremacy is responsible for providing any applicable Google Products in accordance with and subject to the applicable Google TOS. Accordingly, Netpremacy shall have no liability for any failure on the part of Google to provide any Google Products in accordance with any applicable Google TOS or for any failure by Google to comply with any applicable Google TOS (unless, and then only to the extent that, such failure was caused any default on the part of Netpremacy). The Customer agrees that it only claims and sole remedy in respect of any such matter shall be against Google under the applicable Google TOS.
- 11.4. General Disclaimers: Netpremacy is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 12. Indemnities

- 12.1. Customer Indemnity: The Customer shall defend, indemnify and hold harmless Netpremacy against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (i) the Customer's use of the Services in violation or breach of the terms of this Agreement, or the Google TOS, or AUP; (ii) any claim that the use by Netpremacy of any Customer Information or Customer Domain Names or other Customer provided materials, in connection with this Agreement, infringes the Intellectual Property Rights or other rights of any third party.
- 12.2. Netpremacy Indemnity: Netpremacy shall defend the Customer against any claim that the Customer's use of any Netpremacy provided technology or materials in accordance with this Agreement infringes the Intellectual Property Rights of any third party. In no event shall Netpremacy have any liability to the Customer under this clause arising from: (a) any use of Netpremacy provided technology or materials in a modified form or in combination with materials not provided by Netpremacy or Google; (b) any Customer Information or other Customer provided materials or Netpremacy following any instructions or specifications issued by the Customer; (c) any claim that the Google Products or any Google brands infringe the Intellectual Property Rights of any third party, in respect of which the Customer acknowledges and agrees that its sole remedies shall be as detailed in the Google TOS.

13. **Limitation of liability**

- 13.1. Nothing in this Agreement shall exclude or limit the liability of either Party for: (a) death or personal injury caused by its negligence; or (b) for fraud or fraudulent misrepresentation; or (c) for any other liability which may not be limited or excluded under applicable law.
- 13.2. Subject to clause 13.1, Netpremacy shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for: (a) any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss; or (b) or for any special, indirect or consequential loss, costs, damages, charges or expenses; (in either case) however arising under this Agreement.
- 13.3. Subject to clause 13.1, Netpremacy's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall, in respect of claims arising in any Contract Year, be limited to the greater of: (a) the sum of £10,000; or (b) an amount equal to the total Subscription Fees actually paid to Netpremacy in respect of the Contract Year in question.

14. **Term and Termination**

- 14.1. **Agreement Term**: This Agreement shall, unless otherwise terminated as provided for in this clause 14, commence on the Start Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "**Renewal Term**"), unless: (a) either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the Initial Subscription Term or any Renewal Term, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Term; or (b) it is otherwise terminated in accordance with the provisions of this Agreement. The Initial Subscription Term together with any subsequent Renewal Terms shall constitute the "**Subscription Term**".
- 14.2. **Termination for Cause by Netpremacy**: Without affecting any other right or remedy available to it, Netpremacy may terminate this Agreement (and/ or, at its option, suspend the Services or any part of them) with immediate effect by giving written notice to the Customer if: (a) the Customer fails to pay any Subscription Fees or any other amount due under this Agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment; (b) the Customer commits any breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; (c) Google terminates any corresponding agreement it has with the Customer in accordance with the terms of the applicable Google TOS; (d) the Customer suffers an Insolvency Event; or (e) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 14.3. **Termination for Cause by the Customer**: Customer may terminate this Agreement with immediate effect by giving written notice to Netpremacy if: (a) Netpremacy commits any material breach of its obligations under this

Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or (b) Netpremacy suffers an Insolvency Event;

- 14.4. Consequences of Termination: On termination of this Agreement for any reason: (a) all rights and licences or rights to use the Services granted under or pursuant to this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services; (b) (except where the Agreement has been terminated due to Netpremacy's breach or insolvency) all Subscription Fees due to be paid to Netpremacy under the Agreement shall become immediately due and payable; and (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. **Miscellaneous**

- 15.1. Notices: Netpremacy may provide any notice to the Customer by: (a) sending an email to any Notification Email Address; or (b) by sending it by post to the address given for the Customer in the Order Form or its registered office or principal place of business. The Customer may provide notice to Netpremacy by sending an email to [legalteam@netpremacy.com](mailto:legalteam@netpremacy.com). Notice will be treated as received when: (x) if sent by email, when the email is sent to the correct email address; or (y) if sent by post, a correctly addressed sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. The Customer is responsible for keeping its Notification Email Address current throughout the Term.
- 15.2. Emails: Under this Agreement, the parties may use emails to satisfy written approval and consent requirements.
- 15.3. Assignment: The Customer may not assign the Agreement without the prior written consent of Netpremacy (such consent not to be unreasonably withheld).
- 15.4. Change of Control: If the Customer experiences a change of Control other than an internal restructuring or reorganisation: (a) it will give written notice to Netpremacy within thirty (30) days after the change of Control; and (b) Netpremacy may immediately terminate the Agreement under clause 14.2.
- 15.5. Force Majeure: Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disaster, terrorism, riots or war, pandemic or epidemic, or compliance with any law or governmental order, rule, regulation or direction.
- 15.6. Subcontracting: Netpremacy may subcontract obligations under the Agreement but will remain liable to the Customer for any subcontracted obligations.
- 15.7. No waiver: Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

- 15.8. Severability: If any Clause (or part of a Clause) of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 15.9. No Agency: The Agreement does not create any agency, partnership or joint venture between the parties.
- 15.10. No third-party beneficiaries: This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 15.11. Equitable Relief: Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 15.12. Amendments: Save as provided in clause 15.13 and 15.14 below or specifically stated otherwise in this Agreement, any amendment to this Agreement must be in writing, expressly state that it is amending this Agreement and be signed by both parties.
- 15.13. Modifications to Google Products and Google TOS: The Customer acknowledges and agrees that Google may make modifications, amendments and changes to the Google Products and/ or Google TOS from time to time, as detailed in and/ or permitted under the Google TOS.
- 15.14. Modifications to these Terms and Conditions: These Terms and Conditions may be modified and updated by Netpremacy from time to time as further detailed in clause 15.21 below. In general, unless expressly agreed otherwise by the parties in writing, the Agreement shall be governed by the then current version of these Terms and Conditions in force: (a) at the Start Date (in respect of and for the duration of the Initial Subscription Term); or (b) on the first day of any Renewal Term (in respect of and for the duration of any Renewal Term). Notwithstanding the preceding sentence, Netpremacy may modify these Terms and Conditions at any time during the Subscription Term, on reasonable notice to the Customer, where any changes or modifications are necessary to reflect changes to applicable laws, or changes to the Google Products and/ or Google TOS made by Google.
- 15.15. Entire Agreement: This Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of this Agreement. In entering into the Agreement, neither party has relied on and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly stated in the Agreement.
- 15.16. Conflicting Terms: If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form, these Terms and Conditions and (subject always to clause 2.4) any other documents referenced herein.
- 15.17. Counterparts and Electronic Signatures: The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument. The parties consent to electronic signatures.
- 15.18. Headings: Headings used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

- 15.19. **Governing Law:** 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 the law of England and Wales.
- 15.20. **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 15.21. **Version Control:** This is Version 22.0 of Netpremacy's Terms and Conditions for Workspace issued on 16<sup>th</sup> April 2021. Netpremacy may modify and/ or update these Terms and Conditions from time to time by issuing new versions which will be published on Netpremacy's website and/ or which are available from Netpremacy on request.

## 16. **Definitions**

- 16.1. In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:
- 16.2. **"Acceptable Use Policy" or "AUP"** means the applicable acceptable use policy or policies published by Google in respect of the Google Products from time to time. As at the date of issue of these Terms and Conditions the AUP is published at: [https://workspace.google.com/intl/en/terms/use\\_policy.html](https://workspace.google.com/intl/en/terms/use_policy.html).
- 16.3. **"Account"** means the Customer's account credentials created to enable it to access and use the Google Products and correlating access to the Google Products pursuant to this Agreement
- 16.4. **"Admin Account"** means an account provided to the Customer for the purposes of enabling the Customer (or Netpremacy, where applicable) to administer the Services.
- 16.5. **"Admin Console"** means the online console(s) and tool(s) provided to the Customer to enable the Customer to administer the Services.
- 16.6. **"Administrator(s)"** means the Customer-designated technical personnel who administer the Services on the Customer's behalf and who may have the ability to access Customer Information and End User Accounts.
- 16.7. **"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by or is under common Control with a party.
- 16.8. **"Agreement"** means the agreement between Netpremacy and the Customer for the supply of the Services, comprising the Order Form and these Terms and Conditions.
- 16.9. **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 16.10. **"Confidential Information"** means information that one party (or any of its Affiliates) discloses to the other party under or in connection with the Agreement and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer

Information is the Customer's Confidential Information. Technical information concerning the Services and information concerning Subscription Fees agreed or payable to Netpremacy under the Agreement shall be regarded as Confidential Information of Netpremacy.

- 16.11. **"Contract Year"** means each consecutive period of twelve (12) months starting on the Start Date and each anniversary thereof.
- 16.12. **"Control"** means control of greater than 50% of the voting rights or equity interests of a party.
- 16.13. **"Customer"** means the customer detailed in the Order Form.
- 16.14. **"Customer Domain Names"** means the Domain Names owned by the Customer to be used in connection with the Services, as detailed in the Order Form.
- 16.15. **"Customer Information"** means any information or data received by Netpremacy from, or maintained by Netpremacy on behalf of, the Customer or its Affiliates or End Users in connection with this Agreement or the supply by Netpremacy of the Provisioning Services, including Customer contact details, any personally identifiable information, or End User passwords and administrative accounts details or passwords.
- 16.16. **"Data Protection Legislation"**: means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**); the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 16.17. **"Domestic Law"** means the law of the United Kingdom or a part of the United Kingdom
- 16.18. **"End Users"** means the individuals (being employees, agents or independent contractors of the Customer) that the Customer permits to use the Services in accordance with clause 3.1 and who are managed by the Administrator.
- 16.19. **"End User Account"** means a Google-hosted account established by the Customer through its Administrator for an End User to use the Services.
- 16.20. **"End User Subscriptions"** means the number of End User subscriptions purchased by the Customer which entitle End Users to access and use the Services in accordance with this Agreement, as detailed in the Order Form, or agreed in writing between the parties from time to time.
- 16.21. **"Google"** means Google Inc and its subsidiaries and Affiliates from time to time.
- 16.22. **"Google Products"** means the software products and services developed, hosted and provided by Google, to be supplied or made available to the Customer pursuant to this Agreement, as detailed in the Order Form.
- 16.23. **"Google Terms of Service"** or **"Google TOS"** means the applicable Google terms of service which govern the use of any Google Products supplied

pursuant to this Agreement and which must be agreed to directly by the Customer with Google or its Affiliates in order to use the Google Products: either (i) via acceptance by the Customer when presented by Google or its Affiliates (e.g. online); or (ii) via written agreement between Customer and Google or its Affiliates entered offline. As at the date of issue of these Terms and Conditions the standard Google TOS for the Google Products are published at: [https://workspace.google.com/terms/2013/1/premier\\_terms.html](https://workspace.google.com/terms/2013/1/premier_terms.html). All reference in this Agreement to "Google Terms of Service" or "Google TOS" shall be deemed to include all Google documents incorporated by reference into the forgoing Google TOS. The Google TOS may be amended and updated by Google from time to time in accordance with the terms of the Google TOS.

- 16.24. **"High Risk Activities"** means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the failure of the Google Products could lead to death, personal injury or environmental damage.
- 16.25. **"Initial Subscription Term"** means the initial term of the Agreement as detailed in the Order Form.
- 16.26. **"Insolvency Event"** means, in respect of a party: (a) that 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) that 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 for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party; (c) that party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; (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 party other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party; (e) 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 that party (being a company, partnership or limited liability partnership); (f) the holder of a qualifying floating charge over the assets of that party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; (g) a person becomes entitled to appoint a receiver over the assets of that party or a receiver is appointed over the assets of that 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 that party's assets and such attachment or process is not discharged within 14 days; or (i) any event occurs, or proceeding is taken, with respect to that party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the preceding events.
- 16.27. **"Notification Email Address"** means the email address(es) given by the Customer on the Order Form and/ or designated by Customer in the Admin Console.

- 16.28. **"Order Form"** means the order form issued by Netpremacy which references these Terms and Conditions and/ or to which these Terms and Conditions are appended and which details the Google Products to be supplied under the Agreement and other particulars of the Agreement.
- 16.29. **"Provisioning Services"** means the following services to be provided by Netpremacy in connection with the Google Products (as applicable): (i) Customer account activation and management services, including administrative account set up and processing initial orders and collection of associated payments and fees; (ii) managing additional Customer orders and renewals and collection of associated payments and fees; (iii) Technical Support Services (if ordered by the Customer); and (iv) any other services required to administer and manage the Customer's account from time to time.
- 16.30. **"Renewal Term"** means any renewal period, as described in clause 14.1.
- 16.31. **"Services"** means the services to be provided by Netpremacy pursuant to this Agreement comprising: (i) the Google Products; and (ii) the Provisioning Services.
- 16.32. **"Service Level Agreement" or "SLA"** means the applicable service level agreement(s) published by Google in relation to the Google Products from time to time. As at the date of issue of these Terms and Conditions the SLA is published at: <https://workspace.google.com/intl/en/terms/sla.html>.
- 16.33. **"Subscription Fees"** means the fees payable by the Customer to Netpremacy under the Agreement in connection with the Services, as detailed in the Order Form.
- 16.34. **"Start Date"** means the date this Agreement and the provision of the Services shall start, or be deemed to have started, as detailed in the Order Form.
- 16.35. **"Subscription Term"** means the term of the Agreement as detailed in clause 14.1 and comprising the Initial Subscription Term together with any subsequent Renewal Terms.
- 16.36. **"Support Services Policy"** means Netpremacy's policy for providing Technical Support Services as detailed in Attachment 1 to these Terms and Conditions, as the same may be updated by Netpremacy from time to time.
- 16.37. **"Technical Support Services"** means technical support services to be provided by Netpremacy to the Customer (if ordered by the Customer) as set out in the Netpremacy Support Services Policy.

## ATTACHEMENT 1

### Technical Support Services (CSS Support)

| Severity | Description | Example                                                                                                 | Target Response                                   |
|----------|-------------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 1        | Urgent      | Critical service issue affecting all users. Entire platform unavailable or unusable with no workaround. | 90% of calls responded to within 1 business hour  |
| 2        | High        | Outage of a single service or element affecting all users (for example, Gmail is down)                  | 90% of calls responded to within 2 business hours |
| 3        | Standard    | Non critical service or operation is not available for a small number of users.                         | 80% of calls responded to within 8 business hours |
| 4        | Low         | Product does not work as expected, or an information request usually affecting an individual.           | Within 16 business hours                          |

Technical Support Services are available through Netpremacy's Technical Helpdesk which is operational during UK business hours (08:30 to 17:30) Monday to Friday, closed on UK bank holidays and weekends. P1 cases out of hours must be logged via the telephone number outlined below, which is available 24/7, 365 days per year.

Upon reporting an incident via one of the below methods;

- Telephone - 0845 468 1802
- Email - [globalsupport@netpremacy.com](mailto:globalsupport@netpremacy.com)
- Support portal - <https://support.netpremacy.com>

Netpremacy will assign the incident to one of the severity levels in the table above and the incident will be assigned a unique support ID number which should be quoted in all future dealings by Customer relating to that incident.

Only designated personnel of Customer should log incidents and Customer must provide the names of such personnel to Netpremacy in advance in order to ensure the effective provision of the Technical Support Services.

Incident resolution may require multiple communications and offline research before being put into effect.

It is Customer's obligation to document and promptly report all errors or malfunctions of the Service to Netpremacy.

Customer is responsible for providing support information necessary to understand and resolve each incident. This information may include, but is not limited to, log files, configuration files, and error messages. Sample information for a number of products is available at the following URL: <https://netpremacy.com/support-templates>

In the event the Technical Helpdesk is not able to help Customer immediately, the reported incident will be logged and Netpremacy will use its reasonable commercial efforts to respond to the incident in line with the applicable Target Response as set out in the table above.

Netpremacy does not guarantee a "fix" within the Target Response time; the Target Response time indicates the timeframe within which a Netpremacy engineer will attempt to make contact with Customer.

If, upon investigating the cause of an incident, Netpremacy determines there is a defect in the Service, Netpremacy will try to provide a remedy in the form of a workaround or another version of the Service that includes a bug fix for the specific defined problem.

Netpremacy does not provide any guarantee that every incident logged by Customer will be resolved. Customer acknowledges that it will need to cooperate with Netpremacy in order to resolve incidents and that it may need to follow Netpremacy's instructions with regards to installation, operation and the use of the Service in order to resolve an incident.

Customer agrees to promptly implement corrective actions and workaround procedures recommended by Netpremacy in order to resolve an incident.

Netpremacy shall not be liable for any defaults in the Service which result from Customer's failure to execute a supplied corrective action or to otherwise follow any reasonable recommended resolution provided by Netpremacy.

Netpremacy shall be entitled to close any open incident without liability if Customer: (i) does not provide appropriate engagement with Netpremacy personnel; (ii) does not respond to Netpremacy within 30 days of receiving any corrective action / recommended resolution / workaround; or (iii) does not respond to a request for additional information.

Technical Support Services do not cover services requested as a result of causes or errors that are not attributable to Netpremacy or cannot be reproduced by Netpremacy. Customer may request Netpremacy to provide services to assist with such causes or errors but this would be subject to separate terms and conditions and payment of reasonable additional charges.

Causes or errors that are not attributable to Netpremacy include, but are not limited to, the following:

- Negligent use, hardware malfunction, force majeure or causes other than through ordinary, authorised use;
- Modification or addition, or attempted modification or addition, to the Service undertaken by Customer or a third party engaged by Customer.;
- Any software not licensed through Netpremacy



## ATTACHMENT 2

### Additional Terms Applicable to Google Voice

These Additional Terms supplement and are incorporated into the Agreement between the parties (as defined in the Netpremacy Terms and Conditions for Workspace) and apply where the Services ordered by the Customer comprise or include Google Voice.

#### 1. **Definitions**

- 1.1. In these Additional Terms capitalised terms defined in the Netpremacy Terms and Conditions for Workspace shall have the meanings given there and the following terms shall have the following meanings:
- 1.2. **"Calling Rates"** has the meaning given to it under the Google Voice Service Specific Terms.
- 1.3. **"Fees"** has the meaning given to it under the Google Voice Service Specific Terms.
- 1.4. **"Google Voice"** means the Google Product known as Google Voice.
- 1.5. **"Google Voice Service Provider"** or **"GVSP"** has the meaning given to it under the Google Voice Service Specific Terms.
- 1.6. **"Google Voice Service Specific Terms"** means the terms applicable to Google Voice at the following URL: <https://gsuite.google.com/intl/en/terms/service-terms/> (as the content at such URL and the URL itself may be updated or modified by Google from time to time).
- 1.7. **"List Price"** means the prices for Google Voice described at <http://cloud.google.com/voice> (as the content at such URL and the URL itself may be updated or modified by Google from time to time).

#### 2. **Additional Terms**

- 2.1. Applicable of Additional Terms for Google Voice: Where the Services ordered by the Customer under the Agreement comprise or include Google Voice, then in addition to the terms and conditions contained in the Netpremacy Terms and Conditions for Workspace, these Additional Terms shall apply in relation to Google Voice.
- 2.2. Conflict and Inconsistency: In the event of any conflict or inconsistency between these Additional Terms and the Netpremacy Terms and Conditions for Workspace, these Additional Terms shall prevail but only in relation to Google Voice.
- 2.3. Customer Responsibilities: Customer is responsible for: (a) ensuring that the Order Form contains complete and accurate information with respect to Google Voice; and (b) providing any additional or other Customer Information or other information and assistance reasonably required for the provision of Google Voice.

2.4. Google Voice Service Specific Terms: The Customer understands and agrees that its use of Google Voice shall be governed by the applicable Google TOS, including the Google Voice Service Specific Terms. Accordingly, for the purposes of this Agreement, references to Google TOS shall be deemed to include the Google Voice Service Specific Terms.

2.5. **Google Voice service provided by Google Voice Service Provider: The Customer understands and agrees that the Google Voice service is provided directly to the Customer by the applicable Google Service Provider (as defined in Google Voice Service Specific Terms).** Accordingly, for the purposes of Google Voice only, references in the Agreement to "Google" shall be deemed to include the applicable Google Voice Service Provider.

### 3. **Pricing and Payment**

3.1. Pricing: Unless expressly stated otherwise in the Order Form or agreed otherwise in writing between the parties, the Fees to be paid by the Customer for Google Voice shall be determined in accordance with the List Price from time to time.

3.2. Usage: Customer shall remit to Netpremacy all invoiced Fees, taxes (including VAT) and Calling Rates. Google's measurement of Customer's use of Google Voice shall be final. Customer's obligation to remit all Fees is non-cancellable.

3.3. Invoicing: Unless otherwise agreed in writing between Customer and Netpremacy, Netpremacy will invoice the Customer on a monthly basis for Fees and End User usage, based on the Calling Rates, accrued at the end of the then-current month. Customer agrees to remit all invoiced Fees and charges related to End User usage, based on the Calling Rates, in accordance with the "Subscription Fees and Payment" terms of the Agreement (except where expressly varied by these Additional Terms). Customer is responsible for all reasonable expenses (including legal fees) incurred by Netpremacy in collecting unpaid or overdue amounts.

### 4. **Miscellaneous**

4.1. Except as provided in these Additional Terms, all other terms of the Agreement shall remain unchanged and in full force and effect (and govern the Customer's use of Google Voice).

4.2. These Additional Terms are subject to the "Governing Law" and "Jurisdiction" Sections of the Agreement.