

Charterhouse Group Customer Terms and Conditions

1. Application and Interpretation

The following definitions and rules of interpretation apply to this Agreement.

1.1. Definitions:

“**Acceptable Use Policy**” means the Supplier policy for the acceptable use of the Software and/or Services, the current version of which is available at <https://cvdgroup.com/legal/>, and which may be updated from time to time;

“**Affiliate**” means an entity that owns or controls, is owned or controlled by or is under common control or ownership with a Party from time to time, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by agreement or otherwise;

“**Agreement**” means the Order, these terms and conditions (the “**Terms and Conditions**”) and the schedules (the “**Schedules**”) attached hereto;

“**Agreement Date**” means the date on which this Agreement becomes binding in accordance with clause 2.1;

“**Commencement Date**” means, in respect of Equipment and Software, the Agreement Date, and in respect of Services, the date on which each of the Services commence;

“**Confidential Information**” means all confidential information (however recorded or preserved) disclosed by a Party or its employees, consultants, officers, representatives, advisers, agents or sub-contractors, involved in the provision or receipt of the Equipment, Software and/or Services (together, its “**Representatives**”) to the other Party or that Party’s Representatives in connection with this Agreement where information is either labelled as such or could reasonably be considered as confidential because of its nature and the manner of its disclosure;

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

“**Customer**” means the company or other organisation identified in an Order;

“**Customer Premises**” means any premises controlled or operated by the Customer where Supplier shall be performing Services, or where Equipment, Software, and/or Services shall be delivered and/or used;

“**Data Protection Legislation**” has the meaning set out in the Supplier Data Processing Agreement, referenced at clause 9.2;

“**Early Termination Fees**” means 100% of the Fees set out in an Order, less any Fees already paid in relation to that Order;

“**Equipment**” means equipment as listed in the Order;

“**Fees**” means any and all monies (excluding interest or penalties) payable by the Customer to Supplier pursuant to this Agreement;

“**Good Industry Practice**” means the standards which would reasonably and ordinarily be expected from a skilled and experienced provider of the same or similar Equipment, Software and/or Services under the same or similar circumstances;

“**Intellectual Property Rights**” means any rights, title and interest in patents, trade marks, service marks, trade and business names, domain names, rights in get-up, goodwill, rights in design, utility models, copyright and related rights, and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, know-how (including trade secrets and Confidential Information) and any other intellectual property rights, including all applications for (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;

“**Order**” means the details of an order by the Customer for Equipment, Software and/or Services provided by or through Supplier on (i) an order form or schedule provided by Supplier and signed by Customer, or (ii) on Customer’s purchase order provided to and accepted by Supplier;

“**Scope of Work**” means a description of Professional Services, explicitly referred to in an Order, which may be included in a high level design or proposal document;

“**Service Description**” means, where applicable, the service description document which describes the scope of the Services, which may be updated by the Supplier from time-to-time;

“**Services**” means the services to be delivered by Supplier under this Agreement, as set out in an Order, which may comprise:

(a) “**Cloud Services**” has the meaning set out in Schedule 2 (Software, Cloud Services and Managed Services);

(b) “**Connectivity Services**” has the meaning set out in Schedule 3 (Connectivity Services);

(c) “**Managed Services**” has the meaning set out in Schedule 2 (Software, Cloud Services and Managed Services);

(d) “**Professional Services**” means planning, installation, configuration, training, migration, exit and/or consulting as further described in Schedule 4 (Support and Professional Services); and/or

(e) “**Support**” means maintenance and/or support in relation to Equipment, Software and/or Services, as further described in Schedule 4 (Support and Professional Services);

“**Software**” means computer application programs in object code form developed and owned by Supplier or its licensor(s) and licensed hereunder as listed in an Order;

“**Supplier**” means Charterhouse Voice & Data Limited, with company number 02804354, and registered address at 34-37 Liverpool Street, EC2M 7PP;

“**Term**” means the term of this Agreement in accordance with clause 3;

“**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

“**Working Day**” means any day, other than a Saturday, Sunday, or a bank holiday, where banks in London are open for business; and

“**Working Hours**” means the hours between 09:00 and 17:00 on Working Days.

1.2. Interpretation:

Unless the context otherwise requires:

(a) Supplier and the Customer shall each be a “**Party**”, and together, the “**Parties**”, and references to a Party shall include its successors and permitted assigns;

(b) capitalised terms in Orders shall have the meaning as defined in this Agreement;

(c) words in the singular shall include the plural, and words in the plural shall include the singular;

(d) a reference to one gender shall include a reference to the other genders;

(e) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(f) any words following the terms include, including, in particular, for example, or any other similar expressions, shall be construed as illustrative and shall not limit the sense of the words, description, definition, or phrase preceding those terms;

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- (g) 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, but in each case, headings shall not affect the interpretation of this Agreement;
 - (h) A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time, and includes all subordinate legislation made under that legislative provision; and
 - (i) A reference to writing or written includes email.
- 1.3. Application of these Terms and Conditions:**
- (a) These Terms and Conditions shall apply to and be incorporated into the Agreement and shall prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, specification, or implied by law, trade custom, practice, or course of dealing; and
 - (b) No addition to, variation of, exclusion or attempted exclusion of any term of this Agreement shall be binding on Supplier unless in writing and signed by a duly authorised representative of Supplier.
- 2. Orders**
- 2.1. The submission by the Customer to Supplier of either (i) a signed Order, or (ii) confirmation of acceptance of a quotation in relation to the Suppliers small order process, constitutes an offer by the Customer to purchase the Equipment, Software and/or Services described in the Order, subject to this Agreement, and shall become binding on the Customer and Supplier when Supplier accepts the offer.
 - 2.2. Except as set out in this Agreement, an Order, once accepted, is non-cancellable. The Customer may cancel an Order prior to the Commencement Date subject to the payment of Early Termination Fees, equal to the total contract value for the Initial Term.
 - 2.3. Upon acceptance of an Order, Supplier agrees to supply the Equipment, Software and/or Services contained in that Order to the Customer pursuant to this Agreement.
 - 2.4. The quantity, quality, description and any specification for Equipment, Software and/or Services shall be as stated in an Order. All samples, drawings, descriptive matter, specifications and advertising issued by Supplier and any descriptions or illustrations contained in Supplier's catalogues or brochures are issued or published for illustrative purposes only and will not form part of this Agreement.
 - 2.5. Any quotation given by Supplier shall not constitute an offer, and is only valid for a period of thirty (30) days, or such other period set out thereon, from its date of issue.
 - 2.6. The applicable Schedules to these Terms and Conditions will apply where an Order includes Equipment, Software and/or Services to which those Schedules relate.
 - 2.7. Any delay or failure by Supplier to supply Equipment, Software and/or Services shall not entitle the Customer to terminate the Agreement for other Equipment, Software and/or Services.
 - 2.8. Where an Order contains Equipment, Software and/or Services which is expressly intended to update, upgrade or replace any existing Equipment, Software and/or Services previously ordered by Customer from Supplier and still being delivered, that pre-existing Order shall remain in full force and effect until the Commencement Date. Unless expressly set out to the contrary in the Order, such Order shall not relieve the Customer of its requirement to pay any applicable Early Termination Fees. Where the new Order is delivered in phases, where there are several Commencement Dates in respect of the Equipment, Software and/or Services set out in the Order, or where such delivery is frustrated due to any failure of the Customer to comply with this Agreement, the Customer acknowledges and accepts that it will be liable for Fees in respect of the existing Order in addition to the Fees for the new Order until the final Commencement Date.
- 2.9. The Customer is responsible for:**
- (a) checking and confirming prior to submitting an Order, the quantity, quality, description and any specification for Equipment, Software and/or Services, as stated therein; and
 - (b) giving Supplier any necessary information within a sufficient time to enable Supplier to deliver the Order.
- 2.10.** Supplier reserves the right to make any changes in the specification of Equipment, Software and/or Services which are required to conform with any applicable legislation, or which do not materially affect their quality or performance.
- 2.11.** Supplier has the right to cancel an Order in whole or in part without liability where Equipment, Software and/or Services outlined in an Order are to be acquired from third party suppliers and are either not available on reasonable commercial terms or are no longer readily available.
- 3. Term and Automatic Renewal**
- 3.1. This Agreement shall commence on the Agreement Date and, unless otherwise set out in an Order, shall continue for the period up to the Commencement Date, and thereafter for thirty-six (36) months (the "Initial Term").
 - 3.2. At the end of the Initial Term, save as set out at clause 3.3, this Agreement, and the Software and/or Services provided hereunder, shall automatically renew for successive twelve (12) month periods unless and until terminated in accordance with this Agreement pursuant to clause 11 (each an "Additional Term", and the Initial Term plus any Additional Terms shall be the "Term").
 - 3.3. In respect of Ofcom regulated Connectivity Services only, where the Customer is a "Small Business Customer" (as defined in s52(6) of The Communications Act 2003) after the Initial Term, Connectivity Services, shall continue on a rolling thirty (30) day basis, but all other Software and/or Services will automatically renew for successive twelve (12) month periods unless and until terminated in accordance with this Agreement.
- 4. Price and Payment**
- 4.1. Unless otherwise stated in an Order or the applicable Schedule(s), Supplier shall invoice, and the Customer agrees to pay on the Commencement Date:
 - (a) for Equipment: in full;
 - (b) for Software: in full;
 - (c) for Services:
 - Connectivity Services: by direct debit, monthly in advance (except WAN Services which shall be Quarterly in advance) for fixed charges and monthly in arrears for usage-based charges;
 - Cloud Services: annually in advance;
 - Managed Services: annually in advance;
 - Professional Services: in full unless otherwise set out in a Scope of Work;
 - Support: annually in advance; and
 - (d) for and for all other Fees, delivery, assessments, and expenses provided for under this Agreement: as performed and/or incurred.
 - 4.2. Unless otherwise stated in an Order or the applicable Schedule(s), and subject to clause 4.11, Supplier shall invoice the Customer in advance of each Additional Term.
 - 4.3. Time is of the essence with regard to payment of Fees.
 - 4.4. Fees are quoted in pounds sterling, exclusive of Value Added Tax and any other applicable taxes, which shall be paid by the Customer at the rate and in the manner for the time being described by law.

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- 4.5. All invoices are payable within thirty (30) days of the date of the invoice.
- 4.6. If the Customer fails to make any payment by the due date, then without prejudice to any other right or remedy, Supplier shall be entitled to:
- Suspend or terminate this Agreement in accordance with clause 11;
 - charge the Customer storage fees for any Equipment which has not been delivered or collected;
 - appropriate any payment made by the Customer to such of the Equipment or Services under this Agreement, as Supplier thinks fit;
 - charge interest on the amount outstanding from the due date to the date of receipt by Supplier, at the annual rate of 4% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and/or
 - recover reasonable costs of collection resulting from the Customer's failure to pay any amounts due hereunder.
- 4.7. Where applicable, Supplier shall invoice Early Termination Fees upon such Fees arising. The Parties agree that Early Termination Fees are a reasonable estimate of anticipated actual loss and not a penalty.
- 4.8. Invoices in relation to Connectivity Services and Cloud Services are payable by direct debit. If the Customer doesn't pay by direct debit or cancels an active direct debit instruction, an additional administration fee of £20 (or such other amount as may be notified to the Customer by Supplier from time to time) will be added to each invoice until a direct debit instruction is activated or reinstated. Supplier may at any point during the Term request, and the Customer will promptly provide, verification of the Customer's banking information in order to confirm the direct debit instruction(s).
- 4.9. The Customer shall pay all sums due under this Agreement without any discount, deduction, set-off or abatement whatsoever.
- 4.10. Supplier reserves the right by giving notice to the Customer at any time before delivery or collection to increase the price of Equipment and/or Software to reflect any increase in the cost to Supplier which is due to any circumstances beyond the control of Supplier (including the price charged by Supplier's suppliers; a change in applicable laws; any foreign exchange fluctuation; an alteration of duties; an increase in the cost of labour, materials, or other costs of manufacturers) or any change or omission in instructions from the Customer.
- 4.11. Subject to clause 4.12, except where an Order explicitly notes that fees are fixed for the Initial Term, the Supplier shall be entitled to increase the Fees annually. Any increase in Fees will be an amount not to exceed the greater of:
- the increase in Retail Price Index (RPI);
 - 10% of the Fees at the time of the increase; or
 - any increase applied by a relevant third party supplier related to the Services.
- 4.12. Notwithstanding any fixed Fees noted on the Order, at any point during the Initial Term, Supplier may:
- increase the Fees to reflect a price increase which has been applied by a relevant third party supplier;
 - increase Fees in relation to Support Services and Managed Services annually by an amount not to exceed the increase in the UK Retail Price Index (RPI); and/or
 - amend any rate card, including applying increases to the rates, associated with chargeable usage of the Equipment, Software and/or Services beyond the inclusive usage which is expressly included in the Equipment, Software and/or Services.
- 4.13. The Customer agrees that any such increases outlined in clauses 4.11 and 4.12 by Supplier is reasonable and will not entitle the Customer to terminate the Agreement, provided the Customer's termination rights set out in clause 11 are unaffected. Where the increase is greater than 10%, Supplier will give at least ten (10) Working Days' notice to the Customer.
- 4.14. In the event of any invoice being disputed, the Customer shall advise Supplier in writing before the due date and invoke the Dispute Resolution Procedure in accordance with clause 14. The Customer shall pay any undisputed amount by the due date.
- 4.15. All payments payable to Supplier under this Agreement shall become due immediately upon termination of this Agreement.
- 4.16. It is the Customer's responsibility to promptly inform the Supplier (by email to billing@cvdgroup.com) of any change to the email address for receipt of invoices.
- ### 5. Delivery of Equipment and Software
- 5.1. Where Equipment is included in an Order, Schedule 1 (Equipment), shall apply, and includes provisions in respect of delivery, the transfer of risk and title, installation (if forming part of the Order) and other terms relating to Equipment.
- 5.2. Where Support in respect of Equipment is included in an Order, Customer shall, in accordance with the terms of Schedule 4 (Support and Professional Services), have access to support through Supplier's standard telephone, email and web support services.
- 5.3. Where Software is included in an Order, Schedule 2 (Software, Cloud Services and Managed Services) shall apply, and includes provisions in relation to delivery. In addition, title and ownership of Software is set out in clause 10.
- ### 6. Delivery of Services
- 6.1. Where Cloud Services and/or Managed Services are included in an Order, Schedule 2 (Software, Cloud Services and Managed Services) shall apply.
- 6.2. Where Connectivity Services are included in an Order, Schedule 3 (Connectivity Services) shall apply.
- 6.3. Where Support in respect of Equipment, Software and/or Services is included in an Order, Customer shall, in accordance with the terms of Schedule 4 (Support and Professional Services), have access to support through Supplier's standard telephone, email and web support services.
- 6.4. Where Professional Services are included in an Order, Schedule 4 (Support and Professional Services) shall apply.
- 6.5. Customer may request that Supplier performs additional services outside the scope of the agreed Services, and the Customer agrees to pay Fees for those additional services at Supplier's then current rates, unless such additional services is set out in an Order or change request together with the applicable Fees.
- ### 7. Customer Obligations
- 7.1. The Customer:
- shall provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Supplier to perform its duties in a timely manner;
 - shall obtain and maintain all necessary licences, consents and permissions necessary for Supplier, its contractors and its agents to perform their obligations under the Agreement;
 - is solely responsible for maintaining its own computing environment for the access to and use of the Equipment, Software and/or Services, and such computing environment meets the then-current minimum requirements for the applicable Equipment, Software and/or Services;

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- (d) shall be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing adequate network connections and telecommunications required to use Equipment, Software and/or Services, 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;
 - (e) shall nominate an appropriately skilled and knowledgeable contact person or project manager (where appropriate) who shall be available to liaise with and respond to queries from Supplier, and shall provide all necessary personnel as reasonably required by Supplier to perform its duties in a timely manner;
 - (f) shall comply with any additional obligations as set out in the applicable Schedules;
 - (g) shall use the Equipment, Software and/or Services in accordance with the Acceptable Use Policy, and in particular will not: (i) send, communicate, knowingly receive, upload, download or use any material or make any calls or communications that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive ;(ii) download, possess or transmit in any way, illegal material; (iii) engage in criminal, illegal or unlawful activities; (iv) violate or infringe the rights or property of any person; including rights of copyright and any other Intellectual Property Rights; (v) intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data; or (vi) artificially inflate traffic, send, communicate, knowingly receive, upload or download data or make calls or send texts or other messages in such a way or in such amount that Customer knows or ought reasonably to know will have a material adverse effect on the underlying infrastructure or affect other customers;
 - (h) shall ensure that the Customer's authorised users of the Services, use the Services in accordance with the terms and conditions of this Agreement, and the Customer shall be responsible for any breach of this Agreement by any of its authorised users of the Services;
 - (i) through the use of the Services will provide Supplier with information and data, title to which shall remain vested in the Customer (or its licensors), and the Customer warrants, represents and undertakes that it has all necessary rights and licences to use and transmit over the internet or other media to Supplier all information and data which will be subject to the Services and hereby grants Supplier a non-exclusive licence to use such information and data for the purposes of performing the Services;
 - (j) shall notify Supplier in writing if it undergoes a change of Control within thirty (30) days of the change of Control; and
 - (k) shall comply with all applicable laws and regulations including health and safety laws and Data Protection Legislation.
- 7.2. The Customer agrees to indemnify and hold Supplier harmless in respect of any costs, charges, damages, losses, expenses or other liability incurred by Supplier as a result of any breach by the Customer or failure to comply with the provisions of clause 7.1.
- 7.3. The Customer shall maintain comprehensive insurance cover, and provide evidence of such insurance upon Supplier's request, including:
- (a) general liability insurance covering public liability, employer's liability, professional indemnity, personal injury or death and property damage insurance with a combined single limit of at least two (2) million pounds sterling per occurrence; and
 - (b) insurance covering Equipment leased or used by the Customer, and equipment used to access Software and/or Services, against loss or physical damage.
- 7.4. Where Supplier's delivery of Equipment, Software and/or Services, or performance of installation is delayed, prevented or rendered more difficult by any act or omission of the Customer, a person acting on behalf of the Customer or any third party not acting on behalf of Supplier:
- (a) this shall not be deemed a breach of this Agreement by Supplier;
 - (b) Supplier may adjust any agreed timetable or delivery schedule as is reasonably necessary;
 - (c) the Customer shall reimburse Supplier for all costs and losses (including idle time or supplier costs and charges) incurred by Supplier resulting therefrom;
 - (d) this shall not relieve the Customer of their obligations of payment of Fees, and where an agreed milestone is the completion of delivery and/or installation (in whole or in part), this milestone shall be deemed triggered at the point where these circumstances arise; and
 - (e) Supplier shall not be liable for any costs, charges or losses whatsoever sustained or incurred by the Customer that arise therefrom.
- 8. Warranties**
- 8.1. Each party warrants that it:
- (a) has the legal capacity and authority to enter into this Agreement; and
 - (b) will comply with all applicable laws.
- 8.2. The Customer warrants that it shall:
- (a) at all times comply with all applicable laws and regulations with respect to its activities under this Agreement and in connection with any part of the Software or Services;
 - (b) take all reasonable steps not to introduce any virus or vulnerability to the Software, Services or to Supplier's network and information systems; and
 - (c) indemnify Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Supplier arising out of any non-compliance by the Customer with this clause 8.2.
- 8.3. Save as set out at Section 8.6, Supplier warrants that it will perform the Services with reasonable care and skill and in accordance with Good Industry Practice. Any alleged breach of this warranty must be reported to Supplier promptly and in any event within five (5) Working Days of the performance of the relevant Professional Services. Supplier's sole liability and the Customer's exclusive remedy shall be for Supplier, at its sole option and expense, to either re-perform the Services within a reasonable time to cure the alleged breach or to refund to the Customer fees paid in respect of the breaching Services.
- 8.4. Equipment, including any Software attaching thereto, parts or materials, is not manufactured or warranted by Supplier and is supplied 'as is'. The Customer shall only be entitled to the benefit of any rights of return, warranty or guarantee:
- (a) as Supplier is able to pass on from its supplier;
 - (b) as may be offered to the Customer directly by a sub-contractor; or
 - (c) as may be expressly agreed between Supplier and the Customer.
- 8.5. Warranties and remedies stated in this Agreement shall be the Customer's exclusive warranties and remedies and replace all other warranties or conditions, express or

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- implied, including, but not limited to, any implied warranties or conditions of satisfactory quality, title and fitness for a particular purpose to the fullest extent permitted by law. Supplier does not warrant that Equipment, Software or Services will meet the Customer's requirements, that all faults will be fixed or that the use of Equipment, Software or Services will be uninterrupted or error-free.
- 8.6. Clause 8.3 shall not apply to any beta, pilot, trial subscriptions, demonstrations, non-production environments, or other form of proof of concept, each of which are provided 'as is' and without warranty of any kind.
- 9. Data Processing**
- 9.1. Both Parties will comply with all applicable requirements of Data Protection Legislation.
- 9.2. Where in the context of delivering the Services Supplier is a Data Processor for the Customer, then Supplier shall Process such Customer Personal Data in accordance with the Supplier Data Processing Agreement at <https://cvdgroup.com/legal/>.
- 10. Proprietary Rights**
- 10.1. The Customer acknowledges and agrees that, as between the parties, Supplier and/or its licensors own all Intellectual Property Rights in the Equipment, Software and/or Services and in all other materials connected with the Software and the Services and/or developed or produced in connection with this Agreement by Supplier, its officers, employees, sub-contractors or agents. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to such Intellectual Property Rights.
- 10.2. Supplier grants to the Customer a perpetual (for the term of this Agreement and thereafter), irrevocable, sub-licensable, non-transferable, non-exclusive, royalty-free, worldwide licence to use Supplier's Intellectual Property Rights as incorporated by Supplier into the Software and the Services solely in connection with the Customer's use of the Software and the Services in accordance with this Agreement.
- 10.3. The Customer shall use reasonable endeavours to prevent any infringement of Supplier's Intellectual Property Rights in the Software and Services and shall promptly report to the Supplier any such infringement that comes to its attention.
- 10.4. It is the Customer's sole responsibility at its sole cost to comply with any terms and conditions of any licence attaching to the Software supplied or made available by Supplier or included with the Equipment. The Customer's failure to comply with such terms could result in the Customer being refused a software licence or having it revoked by the owner of the Intellectual Property Rights, notwithstanding other remedies included in the relevant licence or by law.
- 10.5. The Customer grants to Supplier a revocable, sub-licensable, non-transferable, non-exclusive, royalty-free, worldwide limited licence for the term of this Agreement to use, exploit, copy, reproduce, manufacture, sub-license, modify, improve, enhance and make derivative works of the Customer's Intellectual Property Rights and the Services solely to the extent necessary to enable the Supplier to comply with its obligations under this Agreement.
- 10.6. The Customer agrees to indemnify and hold Supplier harmless in respect of any costs, charges, damages, losses, expenses or other liability incurred by Supplier as a result of any breach by the Customer of any applicable third party licence terms and conditions or failure to comply with the provisions of this clause 10.
- 10.7. The Customer agrees that any liability regarding breach of Intellectual Property Rights in the Equipment, Software and/or Services originating from a third party shall be subject solely to the terms offered by such third party and that Supplier shall have no liability to the Customer for third party Intellectual Property Rights infringement claims in respect of such Equipment, Software and/or Services.
- 10.8. Supplier shall have no liability for Professional Services performed in relation to Software in accordance with the Customer's specific instructions. Further, in the event of a third party claim being made or suspected against Supplier or the Customer, Supplier shall have the right at its sole option and expense to either:
- modify or re-perform the Services so that they are non-infringing; or
 - terminate the Customer's right to use the relevant Services and refund the prorated fees paid in respect thereof.
- 10.9. This clause 10 states Supplier's sole obligations and the Customer's sole remedies with respect to Intellectual Property Rights infringement claims against the Customer.
- 11. Termination and Suspension**
- 11.1. Either Party may terminate this Agreement immediately on giving written notice to the other if the other Party:
- commits any material breach of this Agreement which, in the case of a breach capable of being remedied is not so remedied within thirty (30) days of a written request to do so, or for such longer period (up to a maximum of ninety (90) days) Supplier may reasonably require if remediation requires the assistance of a third party.
 - has a receiver or administrative receiver or trustee in bankruptcy appointed, passes a resolution for winding up, has a winding order made against it (other than amalgamation or reconstruction) or commits or is adjudicated bankrupt;
 - 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; or
 - ceases or threatens to cease to carry on business.
- Customer Cancellation**
- 11.2. The Customer may terminate this Agreement or a Service in whole or in part:
- for convenience at any time during the current Term by emailing cancellations@cvdgroup.com with clear cancellation instructions identifying the applicable Service(s) subject to the payment of the Early Termination Fees; or
 - with effect from the end of the current Term by at least ninety (90) days prior to the renewal date emailing cancellations@cvdgroup.com with clear cancellation instructions identifying the applicable Service(s).
- Customer Migrations to an Alternative Supplier**
- 11.3. Where the Customer serves notice to cancel a Service pursuant to either clause 11.2(a) or 11.2(b), and the Customer intends to migrate or port Services to an alternative supplier, the Customer is responsible for arranging such migration prior to the expiry of the applicable notice period, otherwise such Services will cease at the expiry of the notice period. Any Customer request for continued provision of Services beyond the notice period to facilitate such migration is conditioned upon Customer payment of Fees up to the actual date of migration, plus ninety (90) days.
- Supplier Cancellation**
- 11.4. Supplier may terminate this Agreement in whole or in part:
- immediately on giving written notice to the Customer if the Customer fails to pay on its due date any sum under this Agreement;
 - immediately on giving written notice to the Customer if the Customer breaches the Acceptable Use Policy or end user licence agreement (if applicable);

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- (c) immediately on giving written notice to the Customer in the event that Supplier or its suppliers is ordered by any government, regulatory or other competent authority to cease providing the Services, or has any required licence, permit or approval revoked;
 - (d) in the event of any change of Control of the Customer; and
 - (e) with effect from the end of the current Term by giving ninety (90) days' written notice to the Customer of its intention not to renew prior to the renewal date for an Additional Term;
 - (f) for convenience at any time on ninety (90) days' prior written notice, in which event the Customer shall be liable to pay Fees up to the date of such termination.
- 11.5. Supplier may limit or suspend with immediate effect the provision of the Equipment, Software and/or Services in whole or in part if:
- (a) the Customer fails to pay on its due date any sum under this Agreement;
 - (b) in Supplier's reasonable opinion, the Customer is using the Services for a fraudulent or other illegal purpose, or if the supply or use of the Equipment, Software and/or Services is likely to become illegal or unlawful;
 - (c) immediately on giving written notice to the Customer if the Customer breaches the Acceptable Use Policy or end user licence agreement (if applicable);
 - (d) the Customer consumes the Services in an amount that materially exceeds the credit limit;
 - (e) in Supplier's reasonable opinion, the provision of Equipment, Software and/or Services is likely to cause death or personal injury or damage to property; or
 - (f) the circumstances set out in an applicable Schedule apply.
- 12. Effects of Termination**
- 12.1. On termination of the Agreement, or any part thereof:
- (a) the Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and interest, and in respect of Equipment, Software and/or Services supplied, or committed to be supplied, but for which no invoice has been submitted, Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall immediately pay to Supplier Early Termination Fees if applicable; and
 - (c) the Customer shall promptly return all of the Equipment, Software and/or materials which have not been fully paid for or which are only leased or provided to the Customer for the Term, and where Customer fails to promptly return such Equipment, Software and/or materials, Supplier may either, at its sole discretion (i) enter the Customer Premises and recover the same, and the Customer hereby irrevocably licenses Supplier, its employees and agents to enter Customer Premises for that purpose, or (ii) charge the Customer for any Equipment not returned based on the replacement cost;
- 12.2. Termination of a Service will not affect any other Service which will continue to be in full force and effect and subject to this Agreement.
- 12.3. Termination shall not affect the accrued rights or liabilities of either Party.
- 12.4. Any provisions of this Agreement which expressly or by implication would survive termination shall so survive in full force and effect.
- 12.5. Termination of this Agreement shall discharge Supplier from liability for further performance of this Agreement.
- 13. Exclusions and Limitations of Liabilities**
- 13.1. This clause shall survive and continue in full force and effect despite any failure of essential purpose, consideration, or of an exclusive remedy. Except as agreed otherwise in this Agreement, this clause sets out the entire financial liability of Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of the Agreement howsoever arising;
 - (b) any use made by the Customer of the Equipment, Software and/or Services, or any part of them; and
 - (c) any representation, misrepresentation (whether innocent or negligent) statement or tortious act or omission (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Agreement.
- 13.2. Notwithstanding any provision to the contrary in this Agreement, neither Party limits nor excludes its liability to the other Party in respect of:
- (a) death or personal injury resulting from its negligence;
 - (b) fraud or statements made fraudulently;
 - (c) liability for Early Termination Fees; or
 - (d) any other liability which cannot be limited or excluded by applicable law.
- 13.3. Subject to clause 13.2, Supplier shall have no liability to the Customer for any: loss of profits; loss of revenue; loss of goodwill; loss of contracts; loss of business use; loss of anticipated savings; loss of or corruption to data; cost of procuring substitute services; wasted expenditure; loss or damage suffered as a result of an action brought by a third party; or indirect, special or consequential losses, even if such loss was reasonably foreseeable or if Supplier had been advised of the possibility of the Customer incurring the same.
- 13.4. Supplier's liability for damage to the Customer's tangible personal or real property caused by its negligence shall not exceed up to, in aggregate, one million pounds sterling (£1,000,000) per event or series of related events.
- 13.5. Subject at all times to the provisions of clauses 13.2-13.4 and any other exclusion or limitation of liability that may be stated in this Agreement and/or an applicable Schedule, Supplier's entire liability to the Customer in respect of any breach of Supplier's contractual obligations arising under this Agreement or any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall not exceed the lower of: (i) 100% of the Fees payable by the Customer to Supplier in respect of the affected Equipment, Software and/or Services in the twelve (12) months preceding the breach, or (ii) one hundred thousand pounds sterling (£100,000).
- 13.6. The conditions implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 13.7. Where Supplier offers service credits in respect of the Services, service credits shall be a sole and exclusive remedy in the event of any failure to meet the service levels. Where there is specified service credit, Supplier's liability for any interruption, error or delay related to Services is limited to an amount equal to the pro-rated fees for the affected Services for the period of the interruption, error or delay.
- 14. Dispute Resolution Procedure**
- 14.1. If a dispute arises out of or in connection with this Agreement ("**Dispute**") except as expressly provided in this Agreement the parties shall follow the procedure set out in this clause (the "**Dispute Resolution Procedure**").
- 14.2. The Customer or Supplier shall be entitled to call a meeting with the other Party by written notice of at least five (5) Working Days (or earlier with the other Party's agreement) in the event that the Party considers that a Dispute has arisen. A representative of each Party shall attend such meeting and the Parties will use all reasonable endeavours to resolve the Dispute.
- 14.3. If such meeting fails to resolve a Dispute within five (5) Working Days of the referral of the Dispute to it, the Dispute

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- Resolution Procedure shall be deemed exhausted in respect of the Dispute.
- 14.4. Neither Party will be entitled to commence legal proceedings in connection with any such Dispute until fifteen (15) Working Days after the Dispute Resolution Procedure is deemed to be exhausted in respect of such dispute provided that the right to issue proceedings is not prejudiced by a delay.
- 14.5. Notwithstanding the other provisions of this clause, a Party is in any event entitled to apply for injunctive relief in the case of breach or threatened breach of confidentiality, infringement or threatened infringement of its Intellectual Property Rights or those of a third party.
- 15. General**
- 15.1. **Invalidity and Severability.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Agreement shall not affect the validity and enforceability of the rest of this Agreement.
- 15.2. **Force Majeure.** Neither Party shall have any liability to the other Party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, (“**Force Majeure**”) including:
- an act of God, fire, flood, storm, severe weather conditions or other natural event;
 - war, terrorist action, act of violence, hostilities, revolution, riots or civil disorder;
 - epidemic or pandemic;
 - any destruction, breakdown (whether permanent or temporary) or malfunction of, or damage to any premises, plant equipment or materials (including, without limitation, any computer hardware or software or any records including any bugs in operating software, viruses, corrupt data or back-up failures);
 - failure or fluctuations of electric power, air conditioning, humidity control or other environmental conditions;
 - the introduction of, or any amendment to, a law or regulation, or any change in the interpretation or application of any such law or regulation by a competent authority;
 - any strike, lock-out or other industrial action;
 - any obstruction of any public or private highway or any event which restricts access to relevant premises; or
 - insolvency or similar business failure of, a third party, including an agent or sub-contractor.
- Force Majeure shall not apply in respect of obligations of confidentiality, payment, and compliance with laws.
- 15.3. **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.4. **Assignment.**
- The Customer shall not, without Supplier's prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
 - Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.5. **No Partnership/Agency.** Nothing in this Agreement is intended to, nor shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.6. **Third Parties.** Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement, its successors and permitted assignees, shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement provided that this shall not affect any right or remedy which exists or is available apart from that Act.
- 15.7. **Marketing and PR.** The Customer agrees that Supplier may identify the Customer as a customer of Supplier and create and make available a case study or similar of the work that Supplier has done for the Customer. Other marketing activities will be agreed between the Parties.
- 15.8. **Anti-Bribery Commitment.** The Parties agree that they shall:
- comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
 - have and comply with their respective anti-bribery policies, a copy of which shall be available on request;
 - implement ‘adequate procedures’ in line with the guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;
 - promptly report to the other any request or demand which if complied with would amount to a breach of either this Agreement or their anti-bribery policy; and
 - ensure that any person associated with it that is providing Equipment, Software and/or performing Services in connection with this Agreement does so only on the basis of a written agreement which imposes on and secures from such person terms equivalent to those imposed in this clause. Any breach of this provision shall be deemed a material breach of this Agreement incapable of remedy (save for breach of sub-clause (d) which shall be deemed capable of remedy), entitling the other Party to terminate this Agreement forthwith.
- 15.9. **Modern Slavery.** Both Parties shall ensure that there is no modern slavery or human trafficking within their business and as far as reasonably possible within their supply chain. The Customer agrees to comply with the Supplier modern slavery statement as published on the Supplier website and updated from time-to-time.
- 15.10. **Notices.**
- Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by email.
 - Unless otherwise notified to the other Party, the addresses for service of notice are, in the case of Supplier by email to legal@cvdgroup.com, and in the case of the Customer, subject to the Customer's responsibility to notify the Supplier of changes as set out in clause 4.16, to the email address which invoices are issued to.
 - Any notice or communication shall be deemed to have been received immediately if delivered by email.
- 15.11. **Entire Agreement.**
- This Agreement including any Schedules, Order Forms and any documents referred to therein, constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between

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them, whether written or oral, relating to its subject matter.

- (b) Each Party acknowledges that in entering into this Agreement it does not rely on, and 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.
- (c) Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

15.12. Confidentiality.

- (a) Each Party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by sub-clause (b).
- (b) Each Party may disclose the other Party's Confidential Information: (i) to its Representatives 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 Representatives to whom it discloses the other Party's Confidential Information comply with this clause 15.12; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) Neither 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.

15.13. Law. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation disputes or claims) are governed by and construed in accordance with the laws of England and each Party irrevocably submits to the exclusive jurisdiction of the courts of England.

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Schedule 1 - Equipment

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

1. Equipment Delivery

- 1.1. Delivery shall be within a reasonable time of acceptance of the Order and the Customer agrees to accept delivery at any time during Working Hours. Supplier shall not be liable for any delay in delivery of the Equipment however caused and time shall not be of the essence for delivery.
- 1.2. The Fees quoted shall include transportation and delivery costs to a United Kingdom delivery address unless specifically stated on the Order.
- 1.3. Supplier may deliver the Equipment in separate instalments. Each delivery shall constitute a separate order and failure by Supplier to deliver any one or more of the instalments in accordance with this Agreement or any claim by the Customer in respect of any one or more instalments shall not affect the remainder of the instalments nor entitle the Customer to treat this Agreement as repudiated.
- 1.4. The Customer must inspect Equipment on delivery and provide to Supplier, in writing, full particulars of any failure of the Equipment to meet any specific terms of this Agreement within five (5) Working Days of delivery. Time shall be of the essence for this obligation to enable Supplier to raise issues with its suppliers within the time limits allowed by them. The Customer shall be deemed to have accepted the Equipment if no such written particulars are presented within such time.
- 1.5. The Customer shall be responsible (at its own cost) for preparing the delivery address to accept the delivery of Equipment, including but not limited to, providing the necessary access and facilities required to deliver and install the Equipment, as advised to the Customer by Supplier.
- 1.6. Delays in the delivery of an Order shall not entitle the Customer to:
 - (a) refuse to take delivery of the Order;
 - (b) claim damages; or
 - (c) terminate the Agreement, subject always to clause 11 and clause 15.2.

Supplier shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under the Agreement.
- 1.7. For the purposes of clause 4 (Price and Payment), the balance of the Fees in respect of the Equipment shall be payable upon the earliest of:
 - (a) the delivery of the Equipment;
 - (b) the first attempted delivery of the Equipment pursuant to this Schedule 1 (Equipment); or
 - (c) upon a notification to the Customer by Supplier that the Equipment is ready for delivery or collection.
- 1.8. Any applicable Equipment warranty period will commence on the earlier of: (i) delivery, (ii) collection, (iii) first attempted delivery, or (iv) where Equipment is in consignment, pending receipt of delivery instructions from the Customer.
- 1.9. If the Customer fails to take delivery of Equipment or fails to give Supplier adequate delivery instructions then without prejudice to any other right or remedy available to Supplier, Supplier may:
 - (a) store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - (b) sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the

price payable pursuant to this Agreement or charge the Customer for any shortfall thereof.

- 1.10. Pursuant to clause 8.4, the Customer is responsible at its cost for returning any Equipment to Supplier (or a third party confirmed by Supplier) as part of an Equipment warranty claim within the applicable warranty period, and for paying any subsequent delivery charges for replacement or repaired Equipment.

2. Risk and Property

- 2.1. Risk in the Equipment shall pass to the Customer on delivery to the Customer Premises or, if the Customer fails to take delivery of Equipment then (except where that failure or delay is caused by Supplier's failure to comply with its obligations under this Agreement) risk shall pass to the Customer on deemed delivery which shall be at the point when Supplier attempted delivery of the Equipment to the Customer Premises, and Supplier may exercise any of the options set out in paragraph 1.8. The Customer shall be responsible for fully insuring the Equipment against all normal risks with effect from the time that risk passes.
- 2.2. Title to the Equipment (except where any Intellectual Property Rights are reserved) shall not pass to the Customer until Supplier has received payment in full (in cleared funds) of the Fees payable under this Agreement in which case title to the Equipment shall pass at the time of payment of all such sums, save that in the event of a relevant lease agreement between the Customer and a third party, title shall only pass in accordance with that lease agreement.
- 2.3. Until title has passed to the Customer, the Customer shall:
 - (a) store the Equipment as Supplier's (or the lessor's where applicable) bailee on a fiduciary basis and shall keep Equipment separate from all other goods held by the Customer and third parties so that they remain readily identifiable as Supplier's (or the lessor's) property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
 - (c) maintain the Equipment in satisfactory condition and keep them insured on Supplier's behalf for their full price against all risks with an insurer that is reasonably acceptable to Supplier. The Customer shall obtain an endorsement of Supplier's interest in the Equipment on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Customer shall allow Supplier to inspect the Equipment and the insurance policy;
 - (d) give Supplier such information as Supplier may reasonably require from time to time relating to:
 - (i) the Equipment; and
 - (ii) the ongoing financial position of the Customer.
- 2.4. At any time before title to the Equipment passes to the Customer (and provided the Equipment is still in existence), Supplier (or the relevant lessor) may require the Customer to deliver up all Equipment to Supplier (or the relevant lessor) in its possession and, if the Customer fails to do so promptly, enter upon any premises of the Customer or any third party where Equipment is stored in order to recover them.
- 2.5. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which is not its property, but if the Customer does so, all monies owing by the Customer to Supplier (or the relevant lessor) shall (without prejudice to any other right or remedy of Supplier or the relevant lessor) forthwith become due and payable. The Customer's right to possession of Equipment before the legal and beneficial

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ownership has passed to it shall terminate immediately if any of the circumstances in clause 11 arises, or if the Customer fails to make any payment to Supplier on the relevant due date.

- 2.6. On termination of this Agreement for any reason, all Supplier's rights pursuant to this paragraph 2 shall remain in effect.
- 2.7. Any advice or suggestion given by Supplier about the storage, application or use of Equipment or any representation concerning Equipment which is not confirmed in writing by Supplier is followed or acted upon entirely at the Customer's own risk, and accordingly Supplier shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.8. Notwithstanding anything in this paragraph 2, where hardware is installed in Customer Premises as a component part of the delivery of Services, then this will not be considered Equipment sold or leased to the Customer, but for the duration of such Services the Customer is responsible for risk to such hardware. Such hardware supplied by Supplier in relation to the Services shall be deemed to be and remain the property of Supplier at all times and the Customer agrees to return all such hardware to Supplier in good working order (fair wear and tear excepted) within ten (10) Working Days of the date of termination of the Services for any reason. The Customer agrees to pay Supplier for any Equipment not returned based on the replacement cost, or the non-return charge levied by a third-party supplier.

3. Installation

- 3.1. Where set out in an Order, Supplier may provide basic installation of Equipment at Customer Premises. Complex installations may be dealt with as an Order for Professional Services.
- 3.2. Where installation is included in an Order:
 - (a) the Customer shall nominate an appropriately skilled and knowledgeable contact person who shall be available to liaise with and respond to queries from Supplier and to accompany Supplier whilst on Customer Premises; and
 - (b) the Customer shall prepare the Customer Premises for delivery or installation of Equipment at its own expense and provide such environmental and operational conditions as Supplier shall reasonably request;
 - (c) Supplier shall install the Equipment at the Customer Premises (or other specified location) on or as soon as reasonably practicable after delivery;
 - (d) it may be necessary (in Supplier's reasonable opinion) to remove or otherwise disconnect any of the Customer's existing equipment then the Customer shall ensure back-ups of any data are completed and Customer shall permit and

- obtain all necessary consents for such removal and/or disconnection and shall give Supplier all necessary assistance for the same to be carried out or if so required by Supplier the Customer shall do so itself;
 - (e) the Customer shall make available to Supplier such programs, operating manuals and information as may be necessary to enable Supplier to perform its obligations hereunder and shall if requested by Supplier provide staff familiar with the Customer's programs and operations and who shall co-operate fully with Supplier;
 - (f) the Customer shall provide such telecommunication facilities as are reasonably required by Supplier for testing and diagnostic purposes or for any other reasonable purpose at the Customer's expense;
 - (g) once the Equipment has in the opinion of Supplier successfully passed its installation tests the Equipment shall be deemed accepted by the Customer;
 - (h) the Customer shall not be entitled to delay acceptance of Equipment (or to delay payment or commencement of any lease or finance agreement in relation to Equipment) in the event that any third party fails for any reason to supply or install any line, service or equipment for use with the Equipment; and
 - (i) if the Customer connects the Equipment to any telecommunication or other system the Customer shall be responsible for obtaining the consent of the owner of that system (if necessary) to such connection and for complying with all conditions relating thereto.
- 3.3. In the event the Customer cancels, postpones, or reschedules scheduled installation, Supplier may, to the extent Supplier cannot reschedule its applicable resources, charge Customer a rescheduling or cancellation fee.
- ### 4. Additional exclusions in relation to Equipment
- 4.1. Supplier shall not be liable to the Customer for any failure of Equipment due to:
 - (a) use in a manner which is not in accordance with the manufacturer's or Supplier's instructions or recommendations, other failure to follow Supplier's instructions, repair other than by Supplier or use of parts or accessories not authorised by Supplier;
 - (b) any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and/or other service providers' equipment and/or host PBX systems;
 - (c) failure or fluctuations of electric power, air conditioning, humidity control or other environmental conditions; or
 - (d) accident, neglect, misuse, negligent use, wilful abuse, or default of the Customer, its employees or agents, or any third party.

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Schedule 2 - Software, Cloud Services and Managed Services

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

1. Software

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

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

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

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

- (a) disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the products or services; adapt, modify, or prepare derivative works based on any of the Intellectual Property Rights; or use any of the Intellectual Property Rights to create any computer program or other material that performs, replicates, or utilises the same or substantially similar functions as the products and services provided hereunder;
- (b) disclose the products or services or its operation to third parties, or use the products or services in a service bureau or time-sharing environment;
- (c) alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any Intellectual Property Rights; or fail to ensure that all such notices and legends appear on all full or partial copies of Intellectual Property Rights or any related material;
- (d) sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any Intellectual Property Rights or any of the rights or obligations granted to or imposed on Customer hereunder.

Specific End User Licence Agreements

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

2. General

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

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

2.3. Save as set out at paragraph 2.5 below, the Customer is responsible for ensuring it has sufficient connectivity (including local area and wide area networks) to consume, access or otherwise use the Cloud Services and/or Managed Services. Supplier shall not be responsible for any claim arising related to the Customer's failure to maintain sufficient connectivity.

2.4. Where the Cloud Services and/or Managed Services are provided together with Connectivity Services, Supplier shall not have any liability arising from such claims relating to connectivity issues set out in paragraph 2.3 of Schedule 3 (Connectivity Services) which Customer accepts may materially impact the delivery of the Cloud Services and/or Managed Services from time-to-time.

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

2.6. Where Supplier installs any hardware at Customer Premises as part of the Services, paragraph 2.8 of Schedule 1 (Equipment) shall apply.

2.7. Where any Cloud Services and/or Managed Services include the use by the Customer of caller line identification functionality, whether or not as part of Connectivity Services Ordered, the Customer shall comply with paragraphs 3.2 and 3.3 of Schedule 3 (Connectivity Services).

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

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

3. Cloud Services and Managed Services

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

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

3.3. Unless otherwise set out in an Order, Supplier will use reasonable endeavours to deliver Cloud Services and/or Managed Services (except for Managed Services delivered during Working Hours) 24 hours per day, 7 days per week, excluding any Scheduled Downtime, where "Scheduled Downtime" means any downtime scheduled to perform system maintenance, backup, upgrade, migration or other functions for the Connectivity Services, any other downtime

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- incurred as a result of a Customer request and unscheduled maintenance performed outside Working Hours, provided that Supplier has used reasonable endeavours to give the Customer notice in advance ("**Emergency Maintenance**").
- 3.4. Supplier may limit or temporarily suspend access to any or all Cloud Services and/or Managed Services for the purpose of Scheduled Downtime or Emergency Maintenance. Where reasonably possible, Supplier will give Customer prior notice of such Scheduled Downtime during off-peak hours and Emergency Maintenance. Where Supplier suspends the Services in connection with this Agreement, such suspension periods for Scheduled Downtime and Emergency Maintenance shall not count towards any calculation of downtime.
 - 3.5. Use of the Cloud Services and/or Managed Services by Customer, Customer's personnel or any other party authorised hereunder shall at no time exceed the total use rights granted in the Order. Where the Cloud Services and/or Managed Services enable the Customer to exceed the total use rights, Supplier shall invoice the Customer for such overuse in arrears in accordance with Supplier's then-current rates, which may include an uplift not to exceed twenty-five percent (25%) to reflect the overuse.
 - 3.6. Where Cloud Services and/or Managed Services include the provision of cloud telephony, the applicable provisions of Schedule 3 (Connectivity Services) shall also apply.
 - 3.7. Managed Services may include the provision, for the duration of the Managed Services, of on-premise components and/or the installation of Software on endpoints.
 - 3.8. Notwithstanding anything to the contrary of this Agreement, Supplier may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Services solely for Supplier and its suppliers' internal business purposes (including, but not limited to, improving the Services and creating new features) and such anonymised and aggregate data shall not be considered Customer Data.

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Schedule 3 - Connectivity Services

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

1. Overview

- 1.1. Where set out in an Order, Connectivity Services may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.
- 1.2. Connectivity Services include the provision of connectivity services, as further specified in an Order, and may include mobile telephony, wide area network, call routing, line rental, or other connectivity services, in accordance with the Service Description. Connectivity Services may be delivered in conjunction with Cloud Services.
- 1.3. Supplier will provide Support in relation to Connectivity Services, at the support level specified on an Order.
- 1.4. Unless otherwise set out in an Order, Supplier will use reasonable endeavours to deliver Connectivity Services 24 hours per day, 7 days per week, excluding any Scheduled Downtime, where “**Scheduled Downtime**” means any downtime scheduled to perform system maintenance, backup, upgrade, migration or other functions for the Connectivity Services, any other downtime incurred as a result of a Customer request and unscheduled maintenance performed outside Working Hours, provided that Supplier has used reasonable endeavours to give the Customer notice in advance (“**Emergency Maintenance**”).
- 1.5. Additional Definitions:
 - (a) “**PBX**” means private branch exchange;
 - (b) “**Service Schedule**” means a schedule relating to Wide Area Network Services and/or Internet Services as stated in an Order;
 - (c) “**SIP**” means session initial protocol;
 - (d) “**WAN**” means wide area network;

2. General

- 2.1. Where set out in an Order, the Services may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.
- 2.2. Due to the nature of telecommunications and connectivity, Supplier cannot guarantee a fault free service. Quality and availability of services may be affected by factors outside Supplier’s control such as physical obstructions or faults in public or private telecommunications networks, or disruptions to the internet, or associated services in general.
- 2.3. The Customer acknowledges that the speed and availability of Connectivity Services may depend on a number of factors including, distance from the exchange or radio access network, local availability and line capability. Supplier shall have no liability to the Customer if the Customer’s line does not produce a top speed of the maximum speed advertised. Customer further acknowledges that download speeds or other measurements will be highest at the point of delivery into the Customer Premises, and speeds may degrade depending on local area network configuration and/or the local environment.
- 2.4. The Customer acknowledges that set-up and installation services may require Customer to co-operate with one or more third parties over which Supplier has no control and that considerable time may be involved in such services. The Customer agrees to co-operate in full with all reasonable requests regarding set-up and installation.
- 2.5. The Customer shall obtain any relevant consents and approvals for the installation and use of any equipment with the Services. Supplier shall have no liability under this Agreement for failure to comply with its obligations in any

- case where the Customer does not comply with any laws or regulations or does not obtain such consents or approvals and if Supplier incurs any costs, either in connection with a liability to a person or in any other way, arising out of any such omission by the Customer then the Customer shall promptly reimburse such amounts to Supplier.
- 2.6. The Customer shall be responsible for the proper use of the Services in accordance with applicable law and undertakes:
 - (a) where applicable, not to connect to and use the Connectivity Services other than by means of equipment approved for connection under the Telecommunications Act 1984 and amendments to it that may be made from time to time (the “**Act**”) and to use the Services solely in accordance with the Act; and
 - (b) not to contravene the Act, including any other relevant legislation, regulation or licence from time to time.
 - 2.7. Where Supplier installs any hardware at Customer Premises as part of the Services, paragraph 2.8 of Schedule 1 (Equipment) shall apply.
 - 2.8. Provided there is no material degradation in the Connectivity Services, Supplier may update or amend such Services from time-to-time, and Supplier may, upon reasonable notice, migrate the Customer to an alternative service which provides substantially similar functionality.
 - 2.9. Supplier may limit or temporarily suspend access to any or all Connectivity Services for the purpose of Scheduled Downtime or Emergency Maintenance. Where reasonably possible, Supplier will give Customer prior notice of such Scheduled Downtime during off-peak hours or Emergency Maintenance. Where Supplier suspends the Services in connection with this Agreement, such suspension periods for Scheduled Downtime and Emergency Maintenance shall not count towards any calculation of downtime.
 - 2.10. Where the Connectivity Services are suspended in accordance with clause 11.5, a re-connection charge may be payable by Customer.
 - 2.11. Supplier records information relating to the Customer’s use of the Connectivity Services including volumes of usage, timings, call records, and other relevant information having regard to the Services. The Customer acknowledges and agrees that Supplier’s data records shall save in the case of demonstrable error constitute proof of usage without further detail of any of Customer’s activity relating to such usage.
 - 2.12. Supplier will commence delivery of the Connectivity Services from the Commencement Date. The Customer acknowledges there may be a lead-time between the Agreement Date and the Commencement Date. The Customer shall have three (3) Working Days from the Commencement Date (the “**Review Period**”) in which to notify Supplier of any material non-conformity of the Connectivity Services with the Agreement. In the event that the Customer has not served a notice of material non-conformity within the Review Period, the Connectivity Services shall be deemed to be accepted. If the Customer serves a notice of material non-conformity in the Review Period then Supplier shall remedy the applicable defect in the Connectivity Services as soon as reasonably possible and re-submit the applicable Connectivity Services to the Customer for further review. Supplier shall have the right, but not the obligation, to be present during the carrying out of any review of the Connectivity Services.
 - 2.13. **Routers.** Where a router or modem is provided as part of Connectivity Services, the provisions of paragraph 2.8 of Schedule 1 shall apply, and particular attention is drawn to

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the potential charges associated with non-return of such Equipment.

3. Telephony

- 3.1. Supplier may change any telephone numbers allocated to the Customer after giving reasonable notice to the Customer where such change is necessary in order for Supplier to comply with a law or regulation or for operational reasons.
- 3.2. Where the Customer uses any caller line identification (“CLI”) functionality as part of the Connectivity Services, the Customer shall ensure:
 - (a) the number requested for use as a presentation number (“PN”) is either allocated to the Customer and the Customer does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Customer but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;
 - (b) the PN connects when dialled;
 - (c) the PN is not connecting to a revenue sharing number that generates excessive or unexpected call charges; and
 - (d) any presentation of either PNs or network numbers (“NNs”) complies in all respects with all regulatory requirements and guidelines in all territories and jurisdictions globally and both PNs and NNs are generated in accordance with the relevant technical standards including but not limited to NIC Standard ND1016 and any subsequent revisions thereof.
- 3.3. The Customer agrees to indemnify and hold Supplier harmless in respect of any costs, charges, damages, losses, expenses or other liability incurred by Supplier as a result of any breach by the Customer or failure to comply with the provisions of paragraph 3.2.
- 3.4. Customer acknowledge that use of telephony services may be governed by various regulatory requirements and Customer warrants that:
 - (a) it will comply with all laws and regulatory requirements in relation to the use of the Service;
 - (b) obtain a licence under the PRS licence requirements where required for any audio that is used in conjunction with the Service, and Customer indemnifies Supplier against any claim arising from its use of Customer’s own audio;
 - (c) it will not play ringing sounds to a caller once the call has been connected without playing audio that lets the caller know the call has been connected and is being charged for; and
 - (d) where Customer uses any dialler facility, Customer will comply with all Ofcom (or other non-UK regulator) regulations relating to dialler services.
- 3.5. In respect of cloud telephony, the Customer acknowledges that:
 - (a) the Services may not offer all the features, quality or resilience the Customer may expect from a conventional phone line;
 - (b) the Services may sometimes be limited, unavailable or disrupted due to events beyond Supplier’s control e.g. power disruptions, failures or the quality of any connection;
 - (c) the bandwidth allocated to the cloud telephony service should only be used for making and receiving cloud telephony calls, and where the Customer shares the bandwidth for any other purpose, it is likely that the quality and availability of the cloud telephony services shall be materially reduced; and
 - (d) unless expressly set out in the Order, cloud telephony Services (VoIP) do not provide the facility to make 999, 112 (or any other) emergency service calls. Customer must ensure Customer has alternative facilities to make emergency calls and that end users are aware of how to make an emergency call. Supplier does not accept any liability for damages and claims arising from the (i) failure

- of an emergency call being made as the result of the Services not being available at the Customer’s Premises, (ii) failure to identify the location from where the emergency call is made; or (iii) failure by Customer to comply with the relevant local and/or national regulations and/or guidance related to proving access to emergency organisations. Where emergency service calls are possible, these are dependent on mains power, internet connectivity, and the Customer providing the then-current location of the caller.
- 3.6. **Directory Listings.** If the Customer has any pre-existing telephone directory entries related to any telephone numbers prior to placing any Order with the Supplier which involves the porting or transfer of such number(s), then the Customer is advised that such directory entries will follow the porting of the Customer’s number and continue to be billed to the Customer as and when it is billed by the directory entry provider to the Supplier. It is the Customer’s responsibility to opt-out of any directory entries prior to porting and prior to the next publication of the relevant directory if the Customer no longer wishes to retain that directory listing.
 - 3.7. **Porting Fees.** Porting of telephone numbers, either in as part of an Order, or out as part of a cancellation or migration of Services, may incur additional porting fees, and will be charged at the then-current rate.
- Mobile Telephony and Handsets**
- 3.8. In relation to mobile telephony, as set out in an Order, Supplier may either:
 - (a) introduce the Customer to mobile network operators (“MNO”) and the Customer will enter into a separate airtime/data agreement with its chosen MNO, which shall be on the MNO’s standard terms and conditions (the “MNO Agreement”) (the “Indirect Mobile”); or
 - (b) provide mobile network services to the Customer (“Direct Mobile”).
- Indirect Mobile**
- 3.9. In relation to Indirect Mobile, for as long as the Customer maintains Supplier as its appointed MNO dealer with the MNO, the Services that Supplier will make available to the Customer are:
 - (a) management of the Customer’s account in accordance with the MNO Agreement so that the Customer has an appropriate tariff from those available; and
 - (b) support of the Customer’s mobile service including liaising with (i) the MNO on Customer’s behalf to seek resolution of network issues; and (ii) the equipment suppliers regarding hardware problems.
 - 3.10. All charges arising under the MNO Agreement are payable directly to the MNO pursuant to the terms of the MNO Agreement.
 - 3.11. The MNO requires Supplier to inform the Customer, and the Customer agrees that:
 - (a) all charges are calculated on the basis of payment by direct debit. Payment by other methods will incur an additional fee;
 - (b) all price plans come with free online itemised billing as standard. Paper itemised billing can be requested and will be charged at the then-current rates;
 - (c) all pricing and charges are subject to the addition of VAT at the then-applicable rate; and
 - (d) all orders are payable in GBP sterling.

The Customer acknowledges and agrees that Supplier are not the agent of the MNO and do not accept liability for any defective performance of the MNO.
- Mobile Equipment Fund**
- 3.12. Where an Order shows a value for an Equipment fund (the “Equipment Fund”), Supplier shall make such amount available to the Customer for allocation to procure eligible

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Equipment, or to offset against any invoices issued to it by Supplier until the Customer has utilised the full Equipment Fund. The Customer is responsible for notifying Supplier of any restrictions to the allocation of the Equipment Fund. Any amounts in the Equipment Fund unused at the expiry of the Initial Term shall be forfeited by the Customer. Such Order will be subject to the charging and collection of VAT (at the then-current rate) on the value of the Order. Supplier shall issue an invoice reflecting the Order and corresponding deduction from the Equipment Fund, together with the VAT amount which is subject to Customer payment.

4. WAN

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

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

5. Additional Charges

5.1. In relation to telephony:

- (a) call usage charges will be at Supplier's then current list price. Monthly charges for line rentals (when and where applicable) will be as set out in an Order.
- (b) the prices offered to, and agreed by the Customer, and any variations thereof agreed during the term of this Agreement are set by Supplier on the basis that all, or the substantial part of the Customer's calls are routed via Supplier during the Term. Failure by the Customer to pass all, or the substantial part of, their calls via Supplier will be a material breach of this Agreement; and

- (c) during the Term, Fee reductions may be offered by Supplier to the Customer from time to time at its sole discretion. Such reductions are based on call volume levels remaining consistent. Thus, the acceptance by the Customer of new tariffs under this Agreement shall automatically commit the Customer to a further contractual minimum duration of twelve (12) months from the date of such change in call tariff.

6. Unauthorised Use

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

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

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

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Schedule 4 - Support and Professional Services

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

1. Support

- 1.1. Where set out in an Order, Support may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.
- 1.2. Support is provided at the support level specified on an Order, and as further particularised in the applicable Service Description. Where no support level is specified, the default shall be the lowest applicable support level.
- 1.3. During any Term, Customer designated employees shall have access to Supplier technical support through Supplier's standard telephone, email and/or web support services during the support hours applicable to the specific Services subscribed to by Customer. The contact information for Supplier's technical support personnel, support hours applicable to the Services, and error type classifications and response times can be found at <https://cvdprod.service-now.com/csm>. Each Customer request in accordance with this Schedule shall be considered a "Support Request".
- 1.4. Where set out in an Order, Support may include scenarios where Supplier attends Customer Premises, and where applicable, if as part of a Support Request, Customer requests Supplier attend Customer Premises, but following such visit Supplier finds that no such on-site Services were required or no fault has been found, the Customer agrees that, if requested, it will pay Supplier's reasonable charges for responding to such request.

2. Pre-Paid Support Credits

- 2.1. Where Customer purchases pre-paid support credits in an Order for support services which are out of scope of standard Support ("Support Credits"), whereby Customer may call-off these Support Credits during a defined period, which may be monthly, quarterly, annually, or such other period set out in the Order.
- 2.2. Unless otherwise set out in the Order, Support Credits:
 - (a) are redeemable in minimum bookings of one (1) hour;
 - (b) are valid for twelve (12) months;
 - (c) are subject to allocation and availability of Supplier resources;
 - (d) performed outside a Working Day (excluding Sundays and Bank Holidays) are consumed at a rate of 1.5x (time and a half), and a rate of 2x (double time) for Sundays and Bank Holidays;
 - (e) are based on actual time spent, rounded up to a whole hour; and
 - (f) are only redeemable for such scope as set out in the Order.
- 2.3. Any unused Support Credits for that period shall expire and not roll-over or accrue for subsequent periods, and Customer shall not be entitled to any refunds, credits or rebates in respect of unused Support Credits.
- 2.4. Where Customer exceeds the quantity of Support Credits during the period, Supplier will invoice the Customer in accordance with Supplier's then-current rates.

3. Professional Services

- 3.1. Where set out in an Order, Professional Services may be made available to any Affiliate of the Customer and the

Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.

- 3.2. Where set out in an Order, Professional Services shall include the provision of suitably trained personnel to provide services, in each case as may be specified in a Scope of Work attached to and forming part of the Order.
- 3.3. Professional Services scheduling is dependent upon the allocation and availability of Supplier resources.
- 3.4. All Professional Services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person.
- 3.5. Professional Services will be performed remotely wherever it is reasonable and practicable to do so. The Customer agrees to afford all reasonable co-operation and facilities to enable such remote performance at the Customer's own cost.
- 3.6. Where Professional Services are performed at Customer Premises, the Customer agrees to afford Supplier prompt, full and safe access with adequate working space and such other facilities as Supplier may reasonably require and will ensure and be responsible for the health and safety of Supplier personnel. The Customer shall ensure they have adequate insurance in place to cover any reasonable loss of property by or injury to Supplier personnel whilst they are at Customer Premises in accordance with this Agreement. The Customer agrees to inform Supplier personnel of any applicable health and safety or other policies relevant to Customer Premises.
- 3.7. Supplier will use reasonable endeavours to provide or procure the provision of the Professional Services detailed in the Order during Working Hours. The Customer agrees to pay Supplier additional charges at Supplier's then-current rates for Professional Services performed outside Working Hours and Supplier will use reasonable efforts to seek the Customer's agreement to such charges in advance.
- 3.8. The Customer is responsible for ensuring it has fully reviewed the Scope of Work prior to placing the Order and that the Scope of Work meets the Customer's requirements.
- 3.9. Any Professional Services provided hereunder are subject to
 - (a) Customer's performance of any obligations in this Agreement and the Scope of Work, and
 - (b) where applicable, the terms of a mutually agreeable implementation plan.
- 3.10. In the event the Customer reschedules or cancels scheduled Professional Services, Supplier may, to the extent Supplier cannot reschedule its applicable resources, charge Customer a rescheduling or cancellation fee.
- 3.11. Once the Professional Services has, in the opinion of Supplier, successfully passed its installation tests (where applicable) the Professional Services shall be deemed accepted by the Customer.
- 3.12. Save as set out in Section 13, Supplier shall have no liability for any claim resulting from Professional Services performed in accordance with the Customer's specific instructions.