

1. Application and Interpretation

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

1.1. Definitions:

“**Acceptable Use Policy**” means the Charterhouse 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;

“**Charterhouse**” means Charterhouse Voice & Data Ltd (Co. No. 02804354) of The Gate House, 5 Chapel Place, Rivington Street, London, EC2A 3SB;

“**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 Charterhouse shall be performing Services, or where Equipment, Software, and/or Services shall be delivered and/or used;

“**Data Protection Legislation**” means the Data Protection Act 2018 and Regulation (EU) 2016/679 and “**Data Processor**” and “**Personal Data**” in clause 9 shall have the respective meanings under the Data Protection Legislation;

“**Early Termination Fees**” means the costs and fees payable as set out in a Schedule for the early termination of a Service;

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

“**Fees**” means any and all monies (excluding interest or penalties) payable by the Customer to Charterhouse 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 Charterhouse on (i) an order form or schedule provided by Charterhouse and signed by Customer, or (ii) on Customer’s purchase order provided to and accepted by Charterhouse;

“**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 Guide**” means the service guide document provided by Charterhouse to the Customer which describes the Services and Charterhouse’s targets for providing the Services;

“**Services**” means the services to be delivered by Charterhouse 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 5 (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);

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

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

“**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) Charterhouse 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;

(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 Charterhouse unless in writing and signed by a duly authorised representative of Charterhouse.

2. Orders

2.1. The submission by the Customer to Charterhouse of a signed Order 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 Charterhouse when Charterhouse confirms acceptance in writing of the offer.

2.2. Upon acceptance of an Order, Charterhouse agrees to supply the Equipment, Software and/or Services contained in that Order to the Customer pursuant to this Agreement.

2.3. 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 Charterhouse and any descriptions or illustrations contained in Charterhouse's catalogues or brochures are issued or published for illustrative purposes only and will not form part of this Agreement.

2.4. Any quotation given by Charterhouse 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.

2.5. The applicable Schedules to these Terms and Conditions will apply where an Order includes Equipment, Software and/or Services to which those Schedules relate.

2.6. Any delay or failure by Charterhouse to supply Equipment, Software and/or Services shall not entitle the Customer to terminate the Agreement for other Equipment, Software and/or Services.

2.7. 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 Charterhouse 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.

2.8. 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 Charterhouse any necessary information within a sufficient time to enable Charterhouse to deliver the Order.

2.9. Except as set out in this Agreement, an Order, once accepted, is non-cancellable.

2.10. Charterhouse 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. Charterhouse 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

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 sixty (60) months (the "Initial Term").

3.2. At the end of the Initial Term, save where the Customer is a Small Business Customer (as defined in s52(6) of The Communications Act 2003), 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 (each an "Additional Term", and the Initial Term plus any Additional Terms shall be the "Term").

4. Price and Payment

4.1. Unless otherwise stated in an Order or the applicable Schedule(s), Charterhouse 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, Charterhouse 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.

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 within fourteen (14) days of the due date, then without prejudice to any other right or remedy, Charterhouse shall be entitled to:

(a) terminate or suspend this Agreement in accordance with clause 11;

(b) charge the Customer storage fees for any Equipment which has not been delivered or collected;

(c) appropriate any payment made by the Customer to such of the Equipment or Services under this Agreement, as Charterhouse thinks fit;

(d) charge interest on the amount outstanding from the due date to the date of receipt by Charterhouse, 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

(e) recover reasonable costs of collection resulting from the Customer's failure to pay any amounts due hereunder.

4.7. Where applicable, Charterhouse 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 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 £10 (or such other amount as may be notified to the Customer by Charterhouse from time to time) will be added to each monthly or quarterly (as applicable) invoice until a direct debit instruction is activated or reinstated. Charterhouse 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. Charterhouse 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 Charterhouse which is due to any circumstances beyond the control of Charterhouse (including the price charged by Charterhouse'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, at the end of the Initial Term Charterhouse shall be entitled to increase the Fees annually to take effect for each Additional Term. Any increase in Fees will be an amount not to exceed the greater of:
 - (a) the increase in Retail Price Index (RPI);
 - (b) 10% of the Fees at the time of the increase; or
 - (c) any increase applied by a relevant third party supplier.
 - 4.12. Notwithstanding any fixed Fees noted on the Order, at any point during the Initial Term, Charterhouse may:
 - (a) increase the Fees to reflect a price increase which has been applied by a relevant third party supplier; and/or
 - (b) 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 Charterhouse 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%, Charterhouse 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 Charterhouse 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 Charterhouse under this Agreement shall become due immediately upon termination of this Agreement.
- 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), have access to support through Charterhouse'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), have access to support through Charterhouse's standard telephone, email and web support services.
- 6.4. Where Professional Services are included in an Order, Schedule 5 (Professional Services) shall apply.
- 6.5. Customer may request that Charterhouse performs additional services outside the scope of the agreed Services, and the Customer agrees to pay Fees for those additional services at Charterhouse'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:
 - (a) shall provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Charterhouse to perform its duties in a timely manner;
 - (b) shall obtain and maintain all necessary licences, consents and permissions necessary for Charterhouse, its contractors and its agents to perform their obligations under the Agreement;
 - (c) 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;
 - (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 Charterhouse, and shall provide all necessary personnel as reasonably required by Charterhouse 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 Charterhouse 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 Charterhouse all information and data which will be subject to the Services and hereby grants Charterhouse a non-exclusive licence to use such information and data for the purposes of performing the Services;
 - (j) shall notify Charterhouse 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 Charterhouse harmless in respect of any costs, charges, damages, losses, expenses or other liability incurred by Charterhouse 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 Charterhouse'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 Charterhouse'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 Charterhouse:
- (a) this shall not be deemed a breach of this Agreement by Charterhouse;
 - (b) Charterhouse may adjust any agreed timetable or delivery schedule as is reasonably necessary;
 - (c) the Customer shall reimburse Charterhouse for all costs and losses (including idle time or supplier costs and charges) incurred by Charterhouse 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) Charterhouse 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 Charterhouse's network and information systems; and
 - (c) indemnify Charterhouse 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 Charterhouse arising out of any non-compliance by the Customer with this clause 8.2.
- 8.3.** Save as set out at Section 8.6, Charterhouse 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 Charterhouse promptly and in any event within five (5) Working Days of the performance of the relevant Professional Services. Charterhouse's sole liability and the Customer's exclusive remedy shall be for Charterhouse, 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 Charterhouse and is supplied 'as is'. The Customer shall only be entitled to the benefit of any rights of return, warranty or guarantee:
- (a) as Charterhouse 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 Charterhouse 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 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. Charterhouse 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.** Section 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 Charterhouse is a Data Processor for the Customer, then Charterhouse shall Process such Customer Personal Data in accordance with the Charterhouse Data Processing Agreement at <https://cvdgroup.com/legal/>.
- 10. Proprietary Rights**
- 10.1.** The Customer acknowledges and agrees that, as between the parties, Charterhouse 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 Charterhouse, 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.** Charterhouse 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 Charterhouse's Intellectual Property Rights as incorporated by Charterhouse 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 Charterhouse'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 Charterhouse 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 Charterhouse 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-licence, 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 Charterhouse harmless in respect of any costs, charges, damages, losses, expenses or other liability incurred by Charterhouse 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 Charterhouse 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. Charterhouse 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 Charterhouse or the Customer, Charterhouse shall have the right at its sole option and expense to either:
 - (a) modify or re-perform the Services so that they are non-infringing; or
 - (b) 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 Charterhouse'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:
 - (a) 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) Charterhouse may reasonably require if remediation requires the assistance of a third party.
 - (b) 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;
 - (c) 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
 - (d) ceases or threatens to cease to carry on business.

11.2. The Customer may terminate this Agreement or a Service in whole or in part:

- (a) for convenience at any time during the current Term by: (i) submitting a request through the customer portal, (ii) confirming the affected Services, (iii) acknowledging the Early Termination Fees, and (iv) following confirmation of the request by Customer and acknowledgement by Charterhouse, at the expiry of a thirty (30) day period; or
- (b) with effect from the end of the current Term by at least ninety (90) days prior to the renewal date: (i) submitting a request through the customer portal, (ii) confirming the affected Services, and (iii) following confirmation of the request by Customer and acknowledgement by Charterhouse.

11.3. Charterhouse may terminate this Agreement in whole or in part:

- (a) immediately on giving written notice to the Customer if the Customer fails to pay on its due date any sum under this Agreement;
- (b) immediately on giving written notice to the Customer if the Customer breaches the Acceptable Use Policy or end user licence agreement (if applicable);
- (c) immediately on giving written notice to the Customer in the event that Charterhouse 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.

11.4. Charterhouse 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 Charterhouse'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 Charterhouse'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 Charterhouse all of Charterhouse'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, Charterhouse shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall immediately pay to Charterhouse 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, Charterhouse may either, at its sole discretion (i) enter the Customer Premises and recover the same, and the Customer hereby irrevocably

licenses Charterhouse, 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 Charterhouse 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 Charterhouse (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, Charterhouse 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; 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 Charterhouse had been advised of the possibility of the Customer incurring the same.

13.4. Charterhouse's liability for damage to the Customer's tangible personal or real property caused by its negligence up to, in aggregate, shall not exceed 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, Charterhouse's entire liability to the Customer in respect of any breach of Charterhouse'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 Charterhouse 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 Charterhouse 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, Charterhouse'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 Charterhouse 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 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:

- (a) an act of God, fire, flood, storm, severe weather conditions or other natural event;
- (b) war, terrorist action, act of violence, hostilities, revolution, riots or civil disorder;
- (c) epidemic or pandemic;
- (d) 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);
- (e) failure or fluctuations of electric power, air conditioning, humidity control or other environmental conditions;
- (f) the introduction of, or any amendment to, a law or regulation, or any change in the interpretation or application of any such law or regulation by a competent authority;
- (g) any strike, lock-out or other industrial action;
- (h) any obstruction of any public or private highway or any event which restricts access to relevant premises; or
- (i) 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.**
- (a) The Customer shall not, without Charterhouse'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.
 - (b) Charterhouse 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 Charterhouse may identify the Customer as a customer of Charterhouse and create and make available a case study or similar of the work that Charterhouse 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:
- (a) 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;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
 - (c) have and comply with their respective anti-bribery policies, a copy of which shall be available on request;
 - (d) implement 'adequate procedures' in line with the guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;
 - (e) 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
 - (f) 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 Charterhouse modern slavery statement as published on the Charterhouse website and updated from time-to-time.
- 15.10. Notices.**
- (a) 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 pre-paid first class post, by email, or both.
 - (b) Unless otherwise notified to the other Party, the addresses for service of notice are, in the case of Charterhouse, by post to its registered office or by email to legal@cvdgroup.com, and in the case of the Customer, by post to the Customer's registered office, or by email to any Customer contacts which Charterhouse may have.
 - (c) Any notice or communication shall be deemed to have been received; if delivered by post, at the earlier of 9.00am on the second Working Day after posting, or if delivered by email, immediately.
- 15.11. Entire Agreement.**
- (a) 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 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.

Schedule 1 - Equipment

This Schedule details the specific terms and conditions that apply to the sale of Equipment, or supply of leased Equipment by Charterhouse 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. Charterhouse 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. Charterhouse may deliver the Equipment in separate instalments. Each delivery shall constitute a separate order and failure by Charterhouse 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 Charterhouse, 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 Charterhouse 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 Charterhouse.
 - 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.Charterhouse 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 Charterhouse that the Equipment is ready for collection.
 - 1.8. If the Customer fails to take delivery of Equipment or fails to give Charterhouse adequate delivery instructions then without prejudice to any other right or remedy available to Charterhouse, Charterhouse 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.
 - 1.9. Pursuant to clause 8.4, the Customer is responsible at its cost for returning any Equipment to Charterhouse (or a third party confirmed by Charterhouse) 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 Charterhouse'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 Charterhouse attempted delivery of the Equipment to the Customer Premises, and Charterhouse 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 Charterhouse 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 Charterhouse'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 Charterhouse'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 Charterhouse's behalf for their full price against all risks with an insurer that is reasonably acceptable to Charterhouse. The Customer shall obtain an endorsement of Charterhouse'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 Charterhouse to inspect the Equipment and the insurance policy;
 - (d) give Charterhouse such information as Charterhouse 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), Charterhouse (or the relevant lessor) may require the Customer to deliver up all Equipment to Charterhouse (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 Charterhouse (or the relevant lessor) shall (without prejudice to any other right or remedy of Charterhouse or the relevant lessor) forthwith become due and payable. The Customer's right to possession of Equipment before the legal and beneficial ownership has passed to it shall terminate immediately if any of the circumstances in clause 11 arises, or if the Customer fails to make any payment to Charterhouse on the relevant due date.
 - 2.6. On termination of this Agreement for any reason, all Charterhouse's rights pursuant to this paragraph 2 shall remain in effect.
 - 2.7. Any advice or suggestion given by Charterhouse about the storage, application or use of Equipment or any representation concerning Equipment which is not confirmed in writing by Charterhouse is followed or acted upon entirely at the Customer's own risk, and accordingly Charterhouse 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 Charterhouse in relation to the Services shall be deemed to be and remain the property of Charterhouse at all times and

the Customer agrees to return all such hardware to Charterhouse 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 Charterhouse for any Equipment not returned based on the replacement cost.

3. Installation

3.1. Where set out in an Order, Charterhouse 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 Charterhouse and to accompany Charterhouse 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 Charterhouse shall reasonably request;
- (c) Charterhouse 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 Charterhouse'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 Charterhouse all necessary assistance for the same to be carried out or if so required by Charterhouse the Customer shall do so itself;
- (e) the Customer shall make available to Charterhouse such programs, operating manuals and information as may be necessary to enable Charterhouse to perform its obligations hereunder and shall if requested by Charterhouse provide staff familiar with the Customer's programs and operations and who shall co-operate fully with Charterhouse;
- (f) the Customer shall provide such telecommunication facilities as are reasonably required by Charterhouse 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 Charterhouse 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, Charterhouse may, to the extent Charterhouse cannot reschedule its applicable resources, charge Customer a rescheduling or cancellation fee.

4. Additional exclusions in relation to Equipment

4.1. Charterhouse 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 Charterhouse's instructions or recommendations, other failure to follow Charterhouse's instructions, repair other than by Charterhouse or use of parts or accessories not authorised by Charterhouse;
- (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.

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 Charterhouse 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 Charterhouse 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, Charterhouse 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.

1.4. Where the Software relates to Docuware and/or Ezescan, the Supplementary Terms for Docuware and Ezescan shall

also apply, the current version of which is available at <https://cvdgroup.com/legal/>, and which may be updated from time to time.

2. General

- 2.1. Early Termination Fees. The Early Termination Fees for Software (including Software maintenance), Cloud Services and/or Managed Services shall be 100% of the Fees payable for the remainder of the Term.
- 2.2. Service Levels. Where applicable, Service Levels for Cloud Services and/or Managed Services, will be specified in the Service Guide. Service Levels shall not apply to any beta, pilot, trial subscriptions, demonstrations, non-production environments, or other form of proof of concept.
- 2.3. Unless otherwise set out in an Order, Cloud Services and/or Managed Services will be delivered remotely.
- 2.4. 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. Charterhouse shall not be responsible for any claim arising related to the Customer's failure to maintain sufficient connectivity.
- 2.5. Where the Cloud Services and/or Managed Services are provided together with Connectivity Services, Charterhouse 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.
- 2.6. Provided there is no material degradation in the Cloud Services and/or Managed Services, Charterhouse may update or amend such Services from time-to-time, and Charterhouse may, upon reasonable notice, migrate the Customer to an alternative service which provides substantially similar functionality.
- 2.7. Where Charterhouse installs any hardware at Customer Premises as part of the Services, paragraph 2.8 of Schedule 1 (Equipment) shall apply.
- 2.8. 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).
- 2.9. Where Professional Services are set out in an Order related to Software, Cloud Services and/or Managed Services, Schedule 5 (Professional Services) shall apply.
- 2.10. Charterhouse 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 Charterhouse'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 Guide.
- 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 Guide.
- 3.3. Unless otherwise set out in an Order, Charterhouse 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 incurred as a result of a Customer request and unscheduled maintenance performed outside Working Hours, provided that Charterhouse has used reasonable endeavours to give the Customer notice in advance ("Emergency Maintenance").
- 3.4. Charterhouse 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, Charterhouse will give Customer prior notice of such Scheduled Downtime during off-peak hours and Emergency Maintenance. Where Charterhouse 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, Charterhouse shall invoice the Customer for such overuse in arrears in accordance with Charterhouse'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, Charterhouse may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Services solely for Charterhouse 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.

Schedule 3 - Connectivity Services

This Schedule details the specific terms and conditions that apply to the provision of Connectivity Services by Charterhouse 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 Guide. Connectivity Services may be delivered in conjunction with Cloud Services.

- 1.3. Charterhouse 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, Charterhouse 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 Charterhouse 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, Charterhouse cannot guarantee a fault free service. Quality and availability of services may be affected by factors outside Charterhouse’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. Charterhouse 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 Charterhouse 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. Charterhouse 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 Charterhouse 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 Charterhouse.
- 2.6. The Customer may place Orders for additional lines and/or Customer Premises to be connected to the Connectivity Services, which, unless otherwise set out in the Order, shall be under the same terms and conditions as this Agreement, but each new Service or line rental shall have a minimum term of twenty-four (24) months from the Commencement Date of each such new Service or line which may extend the Term for the entire Connectivity Services.
- 2.7. 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.
- 2.8. Where Charterhouse installs any hardware at Customer Premises as part of the Services, paragraph 2.8 of Schedule 1 (Equipment) shall apply.
- 2.9. Provided there is no material degradation in the Connectivity Services, Charterhouse may update or amend such Services from time-to-time, and Charterhouse may, upon reasonable notice, migrate the Customer to an alternative service which provides substantially similar functionality.
- 2.10. Charterhouse may limit or temporarily suspend access to any or all Connectivity Services for the purpose of Scheduled Downtime or Emergency Maintenance. Where reasonably possible, Charterhouse will give Customer prior notice of such Scheduled Downtime during off-peak hours or Emergency Maintenance. Where Charterhouse 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.
- 2.11. Where the Connectivity Services are suspended in accordance with clause 11.4, a re-connection charge may be payable by Customer.
- 2.12. Charterhouse 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 Charterhouse’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.
- 2.13. Charterhouse 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 Charterhouse 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 Charterhouse 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. Charterhouse shall have the right, but not the obligation, to be present during the carrying out of any review of the Connectivity Services.
3. **Telephony**
- 3.1. Charterhouse may change any telephone numbers allocated to the Customer after giving reasonable notice to the Customer where such change is necessary in order for Charterhouse 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 NICC Standard ND1016 and any subsequent revisions thereof.
- 3.3. The Customer agrees to indemnify and hold Charterhouse harmless in respect of any costs, charges, damages, losses, expenses or other liability incurred by Charterhouse as a result of any breach by the Customer or failure to comply with the provisions of paragraph 3.2.
- 3.4. Customer acknowledges 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 Charterhouse 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 Charterhouse’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. Charterhouse 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.
- Mobile Telephony and Handsets**
- 3.6. In relation to mobile telephony, as set out in an Order, Charterhouse 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

- 3.7. In relation to Indirect Mobile, for as long as the Customer maintains Charterhouse as its appointed MNO dealer with the MNO, the Services that Charterhouse 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.
- 3.8. All charges arising under the MNO Agreement are payable directly to the MNO pursuant to the terms of the MNO Agreement.
- 3.9. The MNO requires Charterhouse 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 Charterhouse are not the agent of the MNO and do not accept liability for any defective performance of the MNO.

Direct Mobile

- 3.10. Where an Order is for Direct Mobile, the Supplemental Schedule for Direct Mobile shall also apply, the current version of which is available at <https://cvdgroup.com/legal/>, and which may be updated from time to time.

Mobile Equipment Fund

- 3.11. Where an Order shows a value for an Equipment fund (the “**Equipment Fund**”), Charterhouse shall make such amount available to the Customer for allocation to procure eligible Equipment, or to offset against any invoices issued to it by Charterhouse until the Customer has utilised the full Equipment Fund. The Customer is responsible for notifying Charterhouse of any restrictions to the allocation of the Equipment Fund. Any amounts in the Equipment Fund unused at the expiry of the Services shall be forfeited by the Customer.

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 Guide.
- 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 Charterhouse without liability to the Customer if the results of any survey are in Charterhouse’s reasonable opinion unsatisfactory, the site wayleave is not agreed, or the Customer does not agree to pay any applicable additional costs.

5. Early Termination Fees

- 5.1. Early Termination Fees are calculated as follows:
- (a) line rental: any set-up costs that Charterhouse may have incurred in relation to installation and/or commencement of this Service, including but not limited to engineering, installation, site preparation and the cost of diallers, and all lost revenues that Charterhouse will suffer due to early termination of this Agreement, such calculation of revenues being based on the Customer’s average call billing levels and

agreed line rental charges invoiced to the Customer from the Agreement Date together with an administration fee calculated at 5% of such amount;

- (b) call routing: when line rental Services are initially priced, a discount is built into the charges for customers who choose to also route all their calls with Charterhouse. As a consequence, should call routing be cancelled for any reason then the ongoing line rental charges will be increased by 20% to reflect the actual costs Charterhouse has and will incur in providing the Services and also in monitoring and managing faults on another carrier's network;
- (c) mobile: in the event that the Customer wishes to terminate the MNO Agreement or request a change in dealer authority prior to expiry of the minimum term of the MNO Agreement then the Customer shall reimburse Charterhouse on a pro-rata basis for the unexpired portion of such minimum term for any account credits, Equipment Funds or discounts provided by Charterhouse to the Customer in connection with this Agreement. This includes the cost of any Equipment previously purchased by Charterhouse for supply to the Customer on a 'free of charge' basis;
- (d) SIP: 100% of the Fees that would have been payable up to the expiry of the Term;
- (e) Cloud Telephony: 100% of the Fees that would have been payable up to the expiry of the Term;
- (f) WAN: 100% of the Fees that would have been payable up to the expiry of the Term.

6. Additional Charges

6.1. In relation to telephony:

- (a) call usage charges will be at Charterhouse'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 Charterhouse on the basis that all, or the substantial part of the Customer's calls are routed via Charterhouse during the Term. Failure by the Customer to pass all, or the substantial part of, their calls via Charterhouse will be a material breach of this Agreement; and

- (c) during the Term, Fee reductions may be offered by Charterhouse 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.

7. Unauthorised Use

- 7.1. Charterhouse does not warrant or represent that any Connectivity Services are immune from fraudulent intrusion or unauthorised use and accordingly Charterhouse will not be liable for any loss, damage, cost or expense directly or indirectly occasioned thereby. Charterhouse 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.
- 7.2. 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 Charterhouse 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 Charterhouse on a full indemnity basis.
- 7.3. 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.

Schedule 4 - Support

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

1. Overview

- 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.
- 1.3. During any Term, Customer designated employees shall have access to Charterhouse technical support through Charterhouse'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 Charterhouse'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 Charterhouse attends Customer Premises, and where applicable, if as part of a Support Request, Customer requests Charterhouse attend Customer Premises, but

following such visit Charterhouse finds that no such on-site Services were required or no fault has been found, the Customer agrees that, if requested, it will pay Charterhouse'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 Charterhouse 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, Charterhouse will invoice the Customer in accordance with Charterhouse's then-current rates.
- 3. **Enhanced Support for Device Maintenance**
- 3.1. Where an Order includes maintenance of telecoms equipment (including video-conferencing) or security product maintenance, then this paragraph 3 shall apply.
- 3.2. The Services shall be the maintenance of telephony, video-conferencing and network devices as listed on the Order ("Devices") which are installed at the location(s) specified on the Order.
- 3.3. Where Devices have "Replacement Cover" as indicated on the Order, Charterhouse will replace faulty Devices with, where possible, alternative equipment with equivalent functionality. Where Devices do not have Replacement Cover, Charterhouse's obligations are limited to advising the Customer of replacement equipment that the Customer may choose to purchase at its own cost and expense.
- 3.4. The Early Termination Fees in respect of these maintenance Services (excluding third party Software maintenance) shall be the Fees due for the remainder of the Term and payable on demand less a 51% early settlement discount. The Early Termination Fees in respect of third party Software maintenance shall be 100% of the Fees due for the current maintenance period.
- 3.5. The Customer shall notify Charterhouse of any fault in the Devices and/or any required repair immediately by making a Support Request, and shall promptly provide Charterhouse with any information which Charterhouse reasonably requires to enable Charterhouse to provide Services in accordance with this Agreement.
- 3.6. Unless otherwise authorised in writing by Charterhouse or where Charterhouse has specifically trained the Customer

- to do so, the Customer shall ensure that the Equipment (excluding end user devices) shall not be moved, altered, adjusted or repaired except by Charterhouse personnel. The Customer shall be fully responsible for any such work that it performs itself and shall notify Charterhouse of such work to enable Charterhouse to continue to fulfill its obligations.
- 3.7. The Customer shall use and maintain Equipment (and end user devices) including ensuring it is updated and upgraded in compliance with the recommendations of the manufacturer of that Equipment.
- 3.8. Theft, loss, the destruction of or damage to Equipment shall not affect the Customer's obligations under this Agreement.
- 3.9. If PBX equipment fails, excluding handsets, then Charterhouse shall replace that equipment with functionally equivalent equipment except in the instance where the failure of the equipment was due to the negligence or other fault of the Customer. All LAN services such as routers, firewalls and switches are the Customer's responsibility to replace.
- 3.10. The Fees in respect of Device Maintenance do not cover:
 - (a) maintenance, repair or replacements to the Equipment which are made necessary by the improper use of the Equipment, repairs or other activity being undertaken by persons other than Charterhouse personnel or any failure by the Customer to meet its obligations under this Agreement; and/or
 - (b) where Charterhouse is asked by the Customer to provide any other service not in scope of these Services (including but not limited to moves, adds, changes or reprogramming the Equipment). Any Customer requests for Device Maintenance in these circumstances are chargeable at Charterhouse's then-current rates.
- 4. **Support and Maintenance of Reprographic Equipment**
- 4.1. Where Support for Reprographic Equipment is set out in an Order, the Supplemental Schedule for Support and Maintenance of Reprographic Equipment at <https://cvdgroup.com/legal/> shall apply.

Schedule 5 - Professional Services

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

1. Professional Services

- 1.1. 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.
- 1.2. 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.
- 1.3. Professional Services scheduling is dependent upon the allocation and availability of Charterhouse resources.
- 1.4. 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.
- 1.5. 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.
- 1.6. Where Professional Services are performed at Customer Premises, the Customer agrees to afford Charterhouse prompt, full and safe access with adequate working space and such other facilities as Charterhouse may reasonably require and will ensure and be responsible for the health and safety of Charterhouse personnel. The Customer shall

- ensure they have adequate insurance in place to cover any reasonable loss of property by or injury to Charterhouse personnel whilst they are at Customer Premises in accordance with this Agreement. The Customer agrees to inform Charterhouse personnel of any applicable health and safety or other policies relevant to Customer Premises.
- 1.7. Charterhouse 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 Charterhouse additional charges at Charterhouse's then-current rates for Professional Services performed outside Working Hours and Charterhouse will use reasonable efforts to seek the Customer's agreement to such charges in advance.
- 1.8. 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.
- 1.9. 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.
- 1.10. In the event the Customer reschedules or cancels scheduled Professional Services, Charterhouse may, to the extent

Charterhouse cannot reschedule its applicable resources, charge Customer a rescheduling or cancellation fee.

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

1.12. Save as set out in Section 13, Charterhouse shall have no liability for any claim resulting from Professional Services performed in accordance with the Customer's specific instructions.