MASTER SERVICES AGREEMENT

Version: 1.2

Document Revision Date: 28th of May 2026

BACKGROUND

(A) The Supplier has developed and will provide the Services (each as defined below).

(B) The Client (defined below) wishes to use the Supplier's Services in its business operations.

(C) The Supplier has agreed to provide, and the Client has agreed to take and pay for, the Services, subject to the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause apply in this Agreement.

Acceptable Use Policy: unless otherwise set out in a Statement of Work, the Supplier's policy for the use of related Services set out on its website (http://www.equasys.co.uk), as may be revised by the Supplier from time to time by posting any updated version on its website.

Additional Usage: any additional use of the Third Party Services and/or Subscription Services in excess of the Minimum Commitment.

Agreement: the terms and conditions in this agreement (including the Managed Services Terms, the Professional Services Terms, the NCE Subscription Terms, the Supply of Goods Terms and the Telephony and Internet Services Terms) along with the Statement of Work(s), any quotes and any other documents agreed between the Parties in writing.

Applicable Data Protection Laws:

(a) to the extent the UK data protection legislation applies, all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 ("DPA 2018") (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

(b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Applicable Laws: all applicable laws, statutes, regulations from time to time in force which relate to the business of the applicable Party.

Assumptions: has the meaning given in Clause 0.

Authorised Representative: the person nominated by each Party in accordance with this Agreement.

Authorised User: any individual who is entitled to use of the Third Party Services and/or Subscription Services named to the Supplier as a user by the Client.

Background Materials: all Intellectual Property Rights, know-how, information, methodologies, techniques, tools, schemata, diagrams, ways of doing business, trade secrets, instructions manuals and procedures (including, but not limited, to software, documentation, and data of whatever nature and in whatever media) owned, developed or controlled by the Supplier which may have been created outside the scope, or independently of, the Services and/or this Agreement, and including all updates, modifications, derivatives or future developments thereof.

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

Change Request: any request to alter the Services pursuant to this Agreement as set out in Clause 14.

Charges: the charges payable by the Client to the Supplier for the provision of the Services as set out in the Statement of Work or otherwise agreed between the Parties in writing.

Client: the Client as identified in the Statement of Work.

Client Data: any information that is provided by the Client to the Supplier as part of the Client's use of the Services, including any information derived from such information.

Client Personal Data: any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Client.

Client Site: the locations where the Services are provided as identified in the Statement of Work.

Client's Operating Environment: the Client's computing environment (consisting of hardware and software) that is to be used by the Client in connection with its use of the Managed Services and which interfaces with the Supplier's System in order for the Client to receive the Managed Services, but excluding the Client-side Equipment.

Client-side Equipment: any equipment located or to be located on a Client Site but controlled or to be controlled exclusively by the Supplier as part of the Services.

Commencement Date: the date of the initial Statement of Work entered into under this Agreement.

Commissioner: the Information Commissioner (see section 114, DPA 2018).

Confidential Information: all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its "Representatives") to the other Party and that Party's Representatives in connection with this Agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Consumption: refers to the subscription licences that are billed based on actual usage.

Customer Agreement: the Microsoft customer agreement, which is a direct agreement between the Client and Microsoft and is a condition of Cloud Solution Provider Program that the Client enters into this agreement, the terms of which are found at https://www.microsoft.com/licensing/docs/customeragreement and which may be updated from time to time (any such updates shall continue to form part of the Customer Agreement).

Deliverable: all documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Device as a Service: the services and use related to the provision of device as a service as set out in the Statement of Work in the relevant section or as otherwise agreed in writing between the Parties.

Device as a Service Terms: the terms and conditions relating to the provision of Device as a Service in Schedule 6.

Dispute Resolution Procedure: the procedure described in Clause 28.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Fair Usage Policy: the policy applicable to the Services as set out in the Statement of Work or otherwise notified to the Client in writing.

Force Majeure Event: has the meaning given in Clause 19.

Good Industry Practice: the standards of a skilled and experienced provider of services similar or identical to the applicable services, having regard to factors such as the nature and size of the parties, the type of service, the service levels, the term, the pricing structure and any other relevant factors.

Goods: the goods to be provided as part of the Services (or any part of them), as set out in the Statement of Work in the relevant section or as otherwise agreed in writing between the Parties.

Hardware: all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by the Supplier to deliver the Managed Services to the Client.

Initial Term: the period commencing on the Commencement Date or the Services Commencement Date (as the case may be) and ending on the date twelve (12) months thereafter unless otherwise specified in the Statement of Work. For the avoidance of doubt, each Statement of Work will have their own Term, which will extend the Initial Term of the Agreement if the term of the Statement of Work is longer than the Initial Term of the Agreement.

Intellectual Property Rights or IPR: any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of clients, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world now or in the future, in each case for their full term, together with any future rights and renewals or extensions.

IPR Claim: a claim arising from the infringement of IPR belonging to third parties.

Licence Agreement: all agreements that may have to be entered into by the Supplier and/or the Client in respect of Third Party Services used.

Local System Components: equipment supplied by the Client such as routers, switches, access points, firewalls, PCs, thin client devices, smart phones, wireless controllers, workstations, printers, mobile devices, docking stations, headsets, peripherals, servers, network attached storage (NAS) and storage area network (SAN) access points.

Managed Services: the services described in the Statement of Work to be performed by the Supplier in accordance with this Agreement.

Managed Services Terms: the terms and conditions relating to the provision of the Managed Services in Schedule 1.

Minimum Commitment: the minimum commitment of usage or number of Authorised Users (as the case may be) agreed between the Parties from time to time.

NCE: the New Commerce Experience for Microsoft products or services.

NCE Subscription Services: the services and use related to NCE subscription services.

NCE Subscription Terms: the terms and conditions relating to the provision of the NCE Subscription Services in Schedule 4.

Normal Business Hours: 9.00 am to 5.00 pm local UK time on Business Days unless otherwise set out in a Statement of Work.

Out of Scope: those out of scope services specified as such in the Statement of Work together with any other services which are not detailed in the Statement of Work.

Party: a party to this Agreement or parties.

Product(s): the Microsoft or other third party services, tools, software, hardware, or professional support or consulting services provided under the terms of the Customer Agreement, applicable Licence Agreement, Third Party Terms or as otherwise agreed between the Parties.

Professional Services: the services described in the Statement of Work to be performed by the Supplier in accordance with this Agreement.

Professional Services Terms: the terms and conditions relating to the provision of the Professional Services in Schedule 2.

Purpose: the purposes for which the Client Personal Data is processed, as set out in the applicable Statement of Work.

Rates: the Supplier's standard hourly or daily charge rates as set out in the applicable Statement of Work.

Ready For Service Date: the date specified in the Statement of Work or as otherwise agreed between the Parties in writing that may be updated from time to time if the Supplier deems it necessary for the provision of the Services. For a Managed Service it shall be the earlier of (a) completion of specific activities identified by the Supplier; (b) completion of the applicable Professional Services; (c) commencement of the Subscription Services; or (d) such date as is notified by the Supplier. The exact date shall be confirmed by the Supplier in writing.

Relief Events: the following events:

(a) any failure by the Client to comply with its obligations under this Agreement;

(b) any error or malfunction in the business systems or any other software, hardware or systems for which the Supplier is not responsible or any failure by the Client, its agents or contractors (including any existing service provider) to obtain sufficient support and maintenance, as required, for any software, hardware or systems for which the Supplier is not responsible;

(c) any failure by the Client or its agents or contractors (including any existing service provider) to provide any information, co-operation or instructions to the Supplier which is reasonably required by the Supplier for the proper performance of its obligations under this Agreement;

(d) any telecommunications network defect, delay or failure or failure of the Client's hardware or other systems; or

(e) any of the causes or events set out in Clause 11.8.

Retail Prices Index ("RPI"): the Retail Prices Index (all items, excluding mortgages), or replacement index, as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree (such agreement not to be unreasonably withheld or delayed), acting reasonably, most closely resembles such index.

Scheduled Downtime: the total amount of time during which the Client is not able to access the Services due to planned maintenance. The Supplier may schedule system downtime, with prior agreement of the Client. Scheduled Downtime periods do not count against the service level calculation detailed in such Statement of Work.

Services: any of the services described in a Statement of Work and "Services" means any combination of two or more such services.

Service Failures: any failure, error or defect in the provision of the Services by the Supplier but excludes failures, errors or defects arising from, caused by or contributed to by the Client's acts or omissions or third parties including other providers of telecommunications, computers or other equipment or services including internet services or any failure, error or defect arising as a result of causes beyond the Supplier's reasonable control.

Service Level Arrangements: any service level arrangements set out in the Statement of Work.

Services Commencement Date: the date set out in the applicable Statement of Work or as otherwise agreed between the Parties for the commencement of the Services.

Statement of Work: the statement of work or order which sets out the Services, the relevant Charges and any special terms which are particular to that Service under separate cover and which incorporates the terms and conditions of this Agreement.

Subscription Services: a right to use the Product(s) for a defined term.

Subsequent Term: twelve (12) months commencing on the last day of the Initial Term or previous Subsequent Term.

Supplier: Equasys IT Solutions Limited incorporated and registered in England and Wales with company number 08842670 whose registered office is at 844 Birchwood Boulevard, Birchwood, Warrington, England, WA3 7QZ.

Supplier's System: the system to be used by the Supplier in performing the Managed Services, including the Hardware, any Third Party Services, the Client-side Equipment and communications links between the Hardware and the Client-side Equipment and the Client's Operating Environment.

Supply of Goods Terms: the terms and conditions relating to the supply of Goods in Schedule 4.

Telephony and Internet Services: the telephony and internet services described in the Statement of Work to be performed by the Supplier in accordance with this Agreement.

Telephony and Internet Terms: the terms and conditions relating to the provision of the Telephony and Internet Services in Schedule 5.

Term: the Initial Term and any Subsequent Term, as applicable.

Third Party: any third party that supplies Third Party Services to the Supplier and/or the Client (as the case may be) during the provision of the Services.

Third Party Services: any services, goods, code or software programs written or provided by a Third Party which are used by the Client during the provision of the Services.

Third Party Terms: any terms and conditions relating to Third Party Services.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

Unscheduled Downtime: any time when any or all of the applications and Services provided by the Supplier to the Client shall be unavailable to the Client due to unexpected system failures other than Scheduled Downtime or the downtime is attributable to events not under the control of the Supplier.

User Subscriptions: the user subscriptions purchased by the Client pursuant to a Statement of Work which entitle Authorised Users to access and use the Subscription Services and/or Third Party Services (as the case may be) in accordance with this Agreement.

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

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

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

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

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to writing or written includes e-mail.

1.9 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.10 References to Clauses, Schedules and paragraphs are to the Clauses, Schedules and paragraphs of this Agreement.

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

1.12 In the event of any conflict or inconsistency between the Clauses of this Agreement, the Schedules, the Statement of Work and the Customer Agreement / Licence Agreement / Third Party Terms (including any changes or variations to each of the Clauses, the Schedules, the Statement of Work, and the Customer Agreement / Licence Agreement

/ Third Party Terms), the following order of precedence shall apply (in decreasing order) to the extent of such conflict or inconsistency:

(a) the Statement of Work;

(b) the Customer Agreement / Licence Agreements / Third Party Terms, to the extent applicable to the Services;

(c) the Schedules;

(d) the Clauses.

2. SERVICES

2.1 This Agreement sets out the terms and conditions under which the Supplier shall provide to the Client the Services.

2.2 Where the Services include:

(a) the supply of Managed Services, the provisions of Schedule 1 shall apply in addition to the Clauses;

(b) the supply of Professional Services, the provisions of Schedule 2 shall apply in addition to the Clauses;

(c) the supply of Goods, the provisions of Schedule 3 shall apply in addition to the Clauses;

(d) the supply of the NCE Subscription Services, the provisions of Schedule 4 shall apply in addition to the Clauses;

(e) the supply of Telephony and Internet Services, the provisions of Schedule 5 and/or the applicable Third Party Terms shall apply in addition to the Clauses; and

(f) the supply of Device as a Service, the provisions of Schedule 6 shall apply in addition to the Clauses.

2.3 As long as there is no material adverse effect on the quality or performance of the Services, the Supplier can make any changes (without prior notice unless prohibited by applicable law) to the Agreement or Statements of Work which are required to conform with any applicable safety, regulatory or other statutory requirement, or any Third Party request that Supplier is required to flow down to the Client.

2.4 This Agreement shall (i) be in substitution for any prior oral or other prior arrangements between the Supplier and the Client in connection with the purchase of the relevant Services; and (ii) prevail over any of the Client's inconsistent terms or conditions contained in, or referenced in, any order confirmation or other acknowledgement, quotation, purchase order(s), delivery note, invoice or similar document or implied by law, trade custom or practice.

2.5 Except to the extent provided for in Clause 2.3, no addition to, variation of or other amendment or purported amendment to this Agreement or any Statement of Work shall be binding on the Parties unless expressly stated as such, made in writing and signed by a duly authorised representative of both Parties.

2.6 Any quote given by the Supplier is for budgetary purposes until financial and technical validation and shall not constitute an offer. For:

(a) Managed Services, Professional Services or Device as a Service, it is only valid for a period of thirty (30) days; and/or

(b) the supply of Goods, it is only valid for a period of forty-eight (48) hours,

from its date of issue unless otherwise agreed by the Supplier in writing and shall only become binding upon the signing of a Statement of Work.

2.7 The Supplier shall not be under any obligation to perform and the Client shall not be under any obligation to accept any Services unless and until a Statement of Work has been executed.

3. RESPONSIBILITIES OF SUPPLIER

3.1 The Supplier shall:

(a) provide the Services in accordance with the terms of this Agreement and the Statement of Work;

(b) use its commercially reasonable endeavours to complete any Deliverables within any timescales set out under any Statement of Work but any such dates shall be estimates only;

(c) commit sufficient resources to the provision of the Services to enable their delivery in accordance with this Agreement and Statement of Work;

(d) provide the Services with due care, skill and ability in accordance with Good Industry Practice;

(e) take such reasonable steps as may be necessary to fulfil its obligations under this Agreement and any Statement of Work;

(f) utilise suitably skilled, qualified, experienced, supervised and vetted employees, agents, representatives and authorised sub-contractors who will exercise all reasonable skill and care;

(g) notify the Client promptly if the Supplier is unable to comply with any of the terms of this Agreement, any Statement of Work and, to the extent each is applicable to the Services, of the Licence Agreements, Customer Agreement and/or Third Party Terms; and

(h) observe and ensure that its personnel observe all health and safety rules and regulations and any other security requirements that apply at any of the Client Sites and which have been communicated to it a week prior to the Services commencing, where the Supplier is required to be on such Client Sites for the provision of the Services.

3.2 The Supplier shall co-operate with the Client in all matters relating to the Services and shall appoint an Authorised Representative ("Supplier Representative"), as the contact throughout the Services.

3.3 The Client confirms that the Supplier may employ sub-contractors without seeking the prior consent of the Client. Notwithstanding the foregoing, the Supplier shall at all times be responsible for and liable in respect of the performance of all obligations under this Agreement, whether such obligations are performed by the Supplier itself, or any sub-contractor engaged by the Supplier and under the supervision of the Supplier. For the avoidance of doubt, the Supplier shall not be held liable for the actions and/or omissions of Third Parties or any other third parties that are not its subcontractors.

4. RESPONSIBILITIES OF CLIENT

4.1 To the extent that the Supplier requires access to the Client Site to perform the Services, the Client shall provide such access during Normal Business Hours and to provide a suitable work environment to enable the Supplier to perform such Services subject to the Supplier complying with such internal policies and procedures of the Client (including those relating to security and health and safety) as may be notified to the Supplier in writing from time to time.

4.2 The Client shall co-operate with the Supplier in all matters relating to the Services and shall appoint a minimum of two (2) Authorised Representatives ("Client Representatives"), who shall have authority to commit the Client on all matters relating to the relevant Service.

4.3 The Client agrees and acknowledges the terms of the applicable Third Party Terms, Licence Agreements and the terms of the Customer Agreement shall form part of this Agreement. For the avoidance of doubt, in the event that Third Party Terms, Licence Agreements, and/or the Customer Agreement are not applicable to the Services being received or delivered by the Supplier to the Client under this Agreement, such agreements shall not apply.

4.4 The Client shall:

(a) adhere to any Acceptable Use Policy or Fair Usage Policy;

(b) make the Client's Operating Environment and Client-side Equipment, required to provide the Services, accessible to the Supplier's support staff, enable logons or passwords required for such support staff and provide appropriate hardware interface, software and access authorisation to enable remote diagnosis, should such capability be required;

(c) ensure it has suitable licences in place for any third party software required (which is not issued or procured by the Supplier) to allow the Supplier and its subcontractors full use in relation to the Services provided;

(d) ensure it obtains all requisite licences, consents and permissions and permit or obtain permission for the Supplier and its subcontractors to have access to the Client's Site(s);

(e) co-operate with the Supplier in all matters relating to the Services as reasonably requested by the Supplier;

(f) not use the Services to receive, store or transmit material or data that is obscene, threatening, offensive, discriminatory, defamatory or in breach of confidence, infringes Intellectual Property Rights or other rights, gives rise to any cause of action against the Supplier in any jurisdiction or is otherwise unlawful, and the Supplier reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this sub-clause;

(g) inform the Supplier in writing of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;

(h) not compromise the security of the Supplier's Equipment or other systems, including by introducing viruses or failing to employ appropriate security procedures;

(i) not enable or permit unauthorised access by the Client or third parties to data stored on the network;

(j) not cause a degradation of service to any of the Supplier's other clients;

(k) not send unsolicited marketing or advertising materials;

(l) not transmit or store of any material of a pornographic, obscene, defamatory, menacing or offensive nature or which would result in the breach of any third party's Intellectual Property Rights, Confidential Information or privacy;

(m) allow the Supplier or its designated subcontractors and third parties, continuous global admin access to the Client's relevant servers and networking systems from a user account dedicated to the Supplier for the duration of the Agreement;

(n) where a Microsoft Cloud service is deployed / utilised within the project (Azure or Office365) the Supplier will be assigned to the cloud subscription/s as the Claiming Partner of Record (CPOR) and/or Digital Partner of Record (DPOR) and/or Transacting Partner of Record (TPOR) and/or Partner Admin Link (PAL) and/or given Delegated Administration Privileges (DAP) and/or Granular Delegated Admin Privileges (GDAP) and/or Admin on Behalf of (AOBO) for a minimum of twelve (12) months from project completion date. For the avoidance of doubt, in the event Microsoft adds to, updates and/or replaces any of the foregoing designations, this Clause 1.1(n) will apply to any such added, updated and/or replaced designations from time to time;

(o) in respect of any Microsoft funded services, sign and deliver the Microsoft Proof of Execution ("POE") within seven (7) days of the date of issue by Microsoft. In the event that the Client does not return the POE within the seven (7) days' notice period, the Supplier may be entitled to charge the Client the amounts directly and the Client shall follow the payment terms in this Agreement;

(p) provide all information and make available all resources as reasonably requested by Supplier in the execution of its obligations under this Agreement;

(q) use all reasonable efforts to follow the reasonable instructions of Supplier support personnel with respect to the resolution of defects;

(r) gather all relevant information prior to requesting assistance in respect of any defects including detailed defect description, and procedures required to replicate a problem if possible. Any additional information which may help in the diagnosis of a defect should be included such as network configuration details; and

(s) agree that if, in the course of performing the Services, it is reasonably necessary for the Supplier's performance of its obligations under a Statement of Work for the Supplier to access or use any equipment, software or data of the Client (or which is in the possession of the Client) then it shall where it is able to do so grant to the Supplier and any of its subcontractors a non-exclusive, royalty free, terminable licence to use the same solely for the purpose of delivering the Services only for as long as is strictly necessary to deliver such Services.

(t) maintain all systems, software, operating systems, firmware and security products within vendor-supported versions and apply security updates and patches within a reasonable period of release.

(u) implement and maintain multi-factor authentication for all internet-accessible systems, cloud services and privileged administrative accounts where such functionality is available.

(v) promptly notify the Supplier upon becoming aware of any actual or suspected security incident, unauthorised access, ransomware event, malware infection, compromise of credentials or data breach which may affect the Services.

(w) where the Supplier provides recommendations relating to cybersecurity, compliance, resilience, backup, business continuity or vulnerability remediation and the Client elects not to implement such recommendations, the Supplier shall not be liable for any loss, damage, security incident, compromise, outage or business interruption arising directly or indirectly from such decision.

4.5 Except as expressly set out in this Agreement or a Statement of Work, the Client will be responsible for providing all necessary hardware, software, network facilities and telecommunications services ("Client Equipment") to access and make use of the Services provided by the Supplier.

4.6 The Client is responsible for:

(a) ensuring that the Client Equipment meets the minimum technical specifications as notified by the Supplier required to be compatible with the Services;

(b) ensuring that the Client Equipment is supplied and maintained in a safe condition, in good working order and that it complies with all applicable legislation or regulations;

(c) obtaining all required licences or other consents to enable the Supplier to have access to and use of the Client Equipment for the purpose of providing the Services including, but not limited to, any licence rights in respect of software which forms a part of the Client Equipment. The Client is solely responsible for any costs associated with obtaining such licences and consents.

4.7 Cancellation of Services. The Client agrees to adhere to the dates scheduled for provision of Services by the Supplier as stated in the applicable Statement of Work. If the Client wishes to reschedule or cancel the dates for the provision of Services, the Supplier will use reasonable endeavours to re-assign allocated resources to other clients. If such re-assignment is not possible and the Client has not provided more than fourteen (14) days advance notice, then the Client shall be liable to pay the following cancellation charges in the form of damages ("Cancellation Charges") relating to this action, in addition to any specific costs relating to cancelling pre-booked travel arrangements and to unpaid Charges (if any) for any Services work that has been performed:

(i) if dates are changed or cancelled at the Client's request more than fourteen (14) days before the scheduled start date no Cancellation Charges are payable;

(ii) if dates are changed or cancelled between seven (7) days and fourteen (14) days before the scheduled start date Cancellation Charges equivalent to fifty percent (50%) of the Charges for the Services to be provided at that time will be payable;

(iii) if dates are changed or cancelled less than seven (7) days before the scheduled start date Cancellation Charges equivalent to one hundred percent (100%) of the Charges for the Services to be provided at that time will be payable.

4.8 The Client shall:

(a) use the Services only for lawful purposes and in accordance with this Agreement;

(b) keep secure from third parties any passwords issued to the Client by the Supplier;

(c) keep and maintain all materials, equipment, documents and other property of or provided by the Supplier which are for the time being at the Client's Site in safe custody at the Client's own risk and maintain them in good condition until returned to the Supplier and not dispose of or use them otherwise than in accordance with the Supplier's written instructions or authorisation;

(d) fully virus-check all data supplied to the Supplier pursuant to this Agreement; and

(e) carry out all other Client responsibilities set out in this Agreement and the Statement of Work in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the Parties, the Supplier may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary.

4.9 In the event that the Client is in breach of its obligations under the Agreement (excluding payment obligations) then the Supplier shall provide written notice of such breach, specifying in detail the nature of the breach and providing thirty (30) days' notice to remedy such breach if capable of remedy. If the Client fails to remedy such breach the Supplier shall be entitled to terminate or suspend the Services without prejudice to any pre-existing rights and obligations of either Party. The Supplier shall have no liability or responsibility should the Services fail to comply with the Statement of Works and/or Service Level Arrangements as a direct result of the Client (including without limitation any of its employees, subcontractors or any of its staff) being in breach of the Agreement.

4.10 In the event that the Client is in breach of its payment obligations under the Agreement then the Supplier shall provide written notice of such breach, specifying in detail the nature of the breach and providing fourteen (14) days' notice to remedy such breach if capable of remedy. If the Client fails to remedy such breach the Supplier shall be entitled to terminate or suspend the Services without prejudice to any pre-existing rights and obligations of either Party. The Supplier shall have no liability or responsibility should the Services fail to comply with the Statement of Works and/or Service Level Arrangements as a direct result of the Client (including without limitation any of its employees, subcontractors or any of its staff) being in breach of the Agreement.

4.11 The Supplier shall not be liable for any delays or claims of whatsoever nature, which result, directly or indirectly, from the failure by the Client to comply with the reasonable requests of the Supplier or the breach by the Client of any provision of this Agreement.

5. SECURITY AND BACK UP SERVICES

5.1 The Client is solely responsible for the security of its use of the Services including, but not limited to, protecting all passwords, enabling multi-factor authentication, backing-up all data, employing appropriate security devices, including virus checking software, and maintaining disaster recovery processes unless otherwise expressly agreed to by the Supplier in writing and set out as a service within the relevant Statement of Work.

(a) the Supplier does not guarantee the prevention, detection or remediation of all cybersecurity threats, vulnerabilities, malicious activity or unauthorised access. Cybersecurity services are intended to reduce risk and do not eliminate risk.

(b) The Client acknowledges that cybersecurity is a shared responsibility and that the effectiveness of the Services depends upon the Client maintaining appropriate security controls and complying with Supplier recommendations.

5.2 Where the Client is or becomes aware of any matters which it knows or ought to reasonably be expected to know, constitute a threat to the security of Services, it will immediately advise the Client of such matters.

6. PROJECT ORGANISATION

6.1 If requested in writing by the Client or specified in the Statement of Work, the Client Representatives and the Supplier Representative shall have regular meetings to monitor and review the performance of this Agreement, to discuss any changes proposed in accordance with Clause 14 and to discuss the Service Level Arrangements.

6.2 Before each meeting, the Client Representatives shall notify the Supplier Representative, and vice versa, of any problems relating to the provision of the Services for discussion at the meeting. At each such meeting, the Parties shall agree a plan to address such problems. In the event of any problem being unresolved or a failure to agree on the plan, the matter shall be resolved in accordance with the Dispute Resolution Procedure. Progress in implementing the plan shall be included in the agenda for the next meeting.

7. USER SUBSCRIPTIONS

7.1 The Supplier or relevant Third Party grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Third Party Services and/or Subscription Services (as applicable) during the Term of the applicable Statement of Work solely for the Client's internal business operations.

7.2 In relation to the Authorised Users, the Client undertakes that:

(a) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Third Party Services and/or Subscription Services;

(b) each Authorised User shall keep any passwords used confidential;

(c) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within five (5) Business Days of the Supplier’s written request from time to time;

(d) it shall permit the Supplier to audit the Client’s use of the Third Party Services and Subscription Services for each Authorised User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;

(e) if any of the audits referred to in Clause 7.2(d) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Client shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

(f) if any of the audits referred to in Clause 7.2(d) reveal that the Client has underpaid Charges to the Supplier and/or individuals are using the Third Party Services who are not Authorised Users, without prejudice to the Supplier's other rights, the Client shall pay to the Supplier an amount equal to such underpayment within ten (10) Business Days of the date of the relevant audit or upon request by the Supplier, promptly disable access to such individuals.

7.3 The Client may, from time to time during any Term:

(a) subject to the NCE Subscription Terms and the Statement of Work, request that the User Subscriptions are increased but the Client is not permitted to decrease below the Minimum Commitment provisioned; or

(b) request Additional Usage at any point in excess of the User Subscriptions, by giving the Supplier written notice subject to the following:

(c) the Supplier shall evaluate the Client's request for Additional Usage and grant or refuse the request (in its sole discretion);

(d) if the Supplier approves the Client's request to purchase Additional Usage, the Client shall, within thirty (30) days of the date of the Supplier's invoice, pay to the Supplier the relevant Charges for such Additional Usage at the relevant price at the time of the request and, if such Additional Usage is purchased by the Client part way through the Term, such Charges shall be pro-rated for the remainder of the Term.

7.4 Unless otherwise set out in the Statement of Work, the Supplier may adjust the Minimum Commitment on renewal to reflect any adjustments made to the User Subscriptions in accordance with this Clause 7 over the previous twelve (12) months or as otherwise agreed between the Parties.

8. PRICE AND PAYMENT

8.1 The Client shall pay the Charges for the Services (including any Third Party Services) as set out in the relevant Statement of Work. Where these are based on the number of Subscription Users and/or Consumption, such Charges shall be variable upon the terms set out in the Statement of Work.

8.2 If no Charge is quoted and/or the Supplier provides any services that are Out of Scope, the Charge shall be calculated in accordance with the Supplier's Rates set out in the Statement of Work as amended from time to time and be payable in accordance with this Agreement.

8.3 For the avoidance of doubt, in the event the Client delays any Ready For Service Date or other agreed go-live date (which falls outside of Clause 4.5) or has not conducted its Acceptance Testing in accordance with Schedule 2, the Supplier may charge the Client for such delays in accordance with its Rates.

8.4 Clause 0 shall apply if the Services are to be provided on a time-and-materials basis. Clause 0 shall apply if the Services are to be provided on a Consumption basis. The remainder of this Clause 8 shall apply to all Charges, whether payable on a fixed price, annual or time and materials basis.

8.5 Where a Charge has been quoted, this is a best estimate based on the information given to the Supplier by the Client and/or which is available at that time and may be based on a number of assumptions set out in the Statement of Work ("Assumptions"). If it materialises that in the Supplier's reasonable opinion, the information provided and/or Assumptions made are incorrect, inaccurate or have changed and/or that the proposed scope of Services is not feasible, the Supplier shall be entitled to charge (at the Supplier's current Rates) the Client for any Out of Scope Services or other additional Services provided to those detailed in the Statement of Work together with all related costs and expenses incurred by the Supplier.

8.6 Where the Services are provided on a time-and-materials basis:

(a) the Supplier's standard hourly or daily rates are calculated on the basis of Normal Business Hours;

(b) the Supplier shall be entitled to charge an overtime rate for time worked outside Normal Business Hours as set out in the Statement of Work; and

(c) the Supplier shall complete the relevant time recording systems to calculate the Charges for each invoice charged on a time and materials basis.

8.7 The Supplier shall invoice the Charges in accordance with the payment intervals stated in the Statement of Work.

8.8 For all Consumption subscriptions ("Consumption Subscriptions"), the Client agrees and acknowledges that:

(a) it may be required to submit monthly use reports based on its monthly usage of the applicable Third Party Service in accordance with the requirements set out in the applicable Statement of Work;

(b) any adjustments or revisions to its monthly use report must be provided within thirty (30) days of the original invoice date together with a detailed explanation of the adjustment or revision;

(c) Consumption Subscriptions do not expire unless cancelled. Consumption Subscriptions can be cancelled in accordance with the Statement of Work, Third Party Terms, Licence Agreement or Customer

Agreement and any usage before a transfer to another provider is in effect will be billed in the next scheduled invoice date;

(d) Consumption Subscriptions may be subject to a cap. It will be billed at the next billing cycle including all usage from the prior month. Pricing will be based on the pricing effective during the current billing cycle except when prices decrease or increase. The unit price for the applicable Third Party Service sold on a Consumption basis may change during the subscription period;

(e) where applicable, it shall pay all such usage and is responsible for monitoring its Consumption needs; and

(f) for the avoidance of doubt, if, in spite of Clause 8.8(d), the Client utilises the applicable Third Party Services in excess of any cap, the Client shall pay to the Supplier the Charges and other expenses in accordance with its actual use.

8.9 The Charges exclude (unless otherwise agreed and set out in the Statement of Work):

(a) actual, reasonable travel costs and expenses including airfares, hotels and meals incurred by the Supplier or its subcontractors in performance of the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Client for the Services ("Expenses"). The Supplier shall obtain the Client's prior written approval before incurring any such expense, material or service exceeding a total cost of one thousand five hundred pounds (£1,500) in the aggregate per individual per day and shall be payable by the Client in accordance with Clause 8.10;

(b) the costs of packaging, insurance and transport of the Goods; and

(c) VAT or other relevant sales tax, which the Supplier shall add to its invoices at the appropriate rate.

8.10 The Client shall pay each undisputed invoice, or undisputed amount of any disputed invoice, for the Charges and Expenses in full and cleared funds (without deduction or set-off) within thirty (30) days of the date of such invoice unless otherwise agreed in writing by the Supplier or unless otherwise set out in the Statement of Work. In the event the Client pays by direct debit, the details of such direct debit payments shall be set out in the Statement of Work and/or the invoice, as applicable. The Client shall pay each undisputed invoice for the Charges in full and cleared funds (without deduction or set-off) by direct debit in advance unless otherwise agreed. Expenses shall be invoiced separately.

8.11 All payments by the Client hereunder shall be in United Kingdom pound sterling unless otherwise agreed or set out in the Statement of Work and shall be paid to the Supplier's bank account as advised by the Supplier to the Client in writing.

8.12 Should the Client be required by any law or regulation to make any deduction on account of tax including but not limited to withholding tax or otherwise on any sum payable under the Agreement the Charges payable shall be increased by the amount of such tax to ensure that the Supplier receives a sum equal to the amount to be paid under the applicable Statement of Work.

8.13 Without prejudice to any other remedy that the Supplier may have, if payment of the Charges or any part thereof is overdue then unless the Client has notified the Supplier in writing that such payment is in dispute within ten (10) days of the receipt of the corresponding invoice, the Supplier may, without prejudice to any other rights or remedies:

(a) charge the Client interest on the overdue amount at the rate of four percent (4%) per annum above the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount;

(b) suspend all Services until payment has been made in full.

8.14 The Client shall not be able to dispute any amounts which have been paid by the Client after a period of sixty (60) days has elapsed from the date of invoice.

8.15 The Supplier shall not be obliged to provide any of the Services and/or deliver any Goods while any duly issued invoice(s) remain unpaid under any Statement of Work, but should the Supplier choose to continue to do so, this shall not in any way be construed as a waiver of the Supplier's rights or remedies.

8.16 Subject to Clause 8.18 below, the Supplier reserves the right to increase the Charges relating to the provision of Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding twelve (12) month period.

8.17 For the avoidance of doubt, the Supplier may increase any Charges related to Third Party Services in line with any increases imposed upon the Supplier by such third parties upon reasonable notice and in line with the terms of the Third Party Terms, any Licence Agreements and/or the Customer Agreement.

8.18 Notwithstanding and subject to Clauses 8.16 and 8.17, the Supplier reserves the right, on giving the Client thirty (30) days' notice, to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date. If the Client does not agree with this increase, then they may terminate this Agreement upon thirty (30) days written notice and before such price increase takes effect. If the Supplier does not receive written notice within thirty (30) days, the Client is deemed to have agreed to the amendment to the Charges.

9. WARRANTIES AND SERVICE LEVELS

9.1 The Client warrants that:

(a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Client;

(b) it has not been induced to enter into this Agreement by any prior representations, nor has it relied on any oral representation made by the Supplier or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by the Supplier;

(c) it has the authority to grant any rights to be granted to the Supplier under this Agreement;

(d) it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to the Supplier and any of its subcontractors, any materials reasonably necessary for the fulfilment of all its obligations under this Agreement;

(e) it will comply with all Applicable Laws in performing its obligations under this Agreement;

(f) the Supplier's use in the provision of the Managed Services or otherwise in connection with this Agreement of any Third Party materials, including any Hardware or other Client Hardware supplied by the Client to the Supplier for use in the provision of the Managed Services or otherwise in connection with this Agreement, shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party.

9.2 The Supplier warrants that:

(a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Supplier;

(b) it owns or has obtained valid licences, consents, permissions and rights to enable the Supplier to comply with this Agreement and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under this Agreement including for the Client's use and receipt of the Services, and the Supplier shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;

(c) it will comply with all Applicable Laws in performing its obligations under this Agreement; and

(d) the Client's use of any Supplier materials and/or Third Party materials, including any materials supplied by the Supplier to the Client, shall not cause the Client to infringe the rights, including any Intellectual Property Rights, of any third party.

9.3 The Supplier does not guarantee that the Services will be continuously available to the Client or free from Service Failures.

9.4 Where the Client believes that it is experiencing a Service Failure, it must immediately report this to the Supplier via the Equasys IT Solutions Limited Support Desk, providing sufficient information to enable the Supplier to investigate the problem. The Supplier will log the time of receipt of all such reports.

9.5 Where the Supplier spends time investigating a fault reported by the Client and concludes that there has been no Service Failure, the Supplier reserves the right to charge the Client for all reasonable costs and expenses incurred in investigating the report and the Client agrees to pay such charges.

9.6 Except for any warranties and service levels expressly set forth in this Agreement, the Services are provided on an "as is" basis, and Client's use of the Services is at its own risk. The Supplier does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice.

9.7 In the event that a defect, fault or impairment in the provision of the Service(s) causes a service interruption and the Supplier becomes aware of this either through the Client giving notification to the Supplier of such default, fault or impairment, or as a result of the Supplier's monitoring, then the Supplier shall use its commercially reasonable endeavours to resolve that defect, fault or impairment as more fully set out in the Statement of Work and to the extent it reasonably can.

9.8 If the Supplier determines in its reasonable opinion that such a defect, fault or impairment results directly or indirectly from: (i) the negligence, act, omission, or default of the Client or Authorised User, (ii) the Client's breach of this Agreement, or (iii) the operation, failure or malfunction of any network, equipment, hardware or software owned or controlled by the Client or (iv) any third party action in response to an act or omission of the Client or any person given access to the Service by the Client (including third party hosted software vendors) then the Supplier may recover from the Client all reasonable costs to be incurred by it or on its' behalf in connection with the remedy of such defect, fault or impairment. Therefore, for the avoidance of doubt, the Supplier can make no commitment to fix any fault and time is not of the essence.

9.9 Unless otherwise agreed or set out in the Statement of Work (as forming part of the Service) if the Client accesses the Services through the public internet or through a private circuit provisioned by a bandwidth provider of the Client's choice, the Client assumes responsibility for managing the relationship with this chosen provider, including service level commitments for issues found to be in the chosen provider's network.

9.10 If the Client moves from one Client Site to another site or makes changes to any Client Site or opens a new location to be added to the Client Sites, the Client must notify the Supplier in advance. The Supplier may need to carry out an inspection of any cabling and advise the Client of any work to bring the IT Infrastructure up to standard operating conditions at the new location in order to remain eligible for coverage. The Supplier will provide a quote if it is to provide additional resources or services in the case of any change at the Client Sites or new Client Sites for including as part of the Charges.

9.11 The Supplier will request approval from the Client's Representatives before making any significant changes to the Services. The Supplier will arrange any Scheduled Downtime in advance with the Client's Representatives. The Supplier is not responsible for Unscheduled Downtime that is due to anything outside the Supplier's control and the Supplier and its subcontractors may suspend some or all of the Services in order to carry out scheduled or emergency maintenance or repairs.

9.12 The Supplier will carry out network management routines to test the operations and functions of the relevant Services from time to time.

9.13 The Supplier reserves the right to take any action that it perceives necessary to protect the Client's systems even though this may impact on the Client's business activities. The Supplier will make reasonable endeavours to inform the Client by telephone or email in advance of such action, but such action will not be dependent on such notification having been given or acknowledged.

9.14 The Service Level Arrangements are specific to directly provided Services of the Supplier and do not relate to Third Party Services (of which such Third Party Services will be governed by their own relevant service levels).

9.15 Save only as may be provided for otherwise under any Statement of Work, the Supplier makes no warranty or representation of any data backup with the Services. The Client is responsible for all database and/or system back-ups.

9.16 The Supplier shall not in any circumstances be liable under its obligations in this Clause 9 if it can demonstrate that any failure of the Services was caused or contributed to by any Relief Event.

9.17 Notwithstanding the foregoing, the Supplier does not warrant that the Client's use of the Services will be uninterrupted or error-free.

10. DATA PROTECTION AND CLIENT DATA

10.1 The Supplier shall promptly notify the Client in writing of any loss or damage to the Client Data. In the event of any loss or damage to Client Data by the Supplier, the Supplier shall use commercially reasonable endeavours to restore the lost or damaged Client Data from the latest backup of such Client Data. The Supplier shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Client Data caused by any third party.

10.2 The Client acknowledges that the Supplier has no obligation to review or edit any Client Data or third party information which the Client stores on or transmits through the Supplier Equipment or uses in connection with the Services. However, the Supplier reserves the right to access, retain and disclose copies of such information for the purposed of:

(a) correcting, maintaining and improving the Services;

(b) complying with any Applicable Law or the terms of any agreements with Third Parties;

(c) observing the performance of the Services including for service level monitoring;

(d) retaining a record of activity on Supplier Equipment or systems;

(e) complying with any request for information or disclosure from a court or other appropriately authorised body.

10.3 For the purposes of this Clause 10, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the Applicable Data Protection Laws.

10.4 Both Parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 10 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under Applicable Data Protection Laws.

10.5 The Parties have determined that, for the purposes of Applicable Data Protection Laws, the Supplier shall process the personal data set out in the applicable Statement of Work as a processor on behalf of the Client.

10.6 Without prejudice to the generality of Clause 10.4, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to the Supplier for the duration and purposes of this Agreement.

10.7 In relation to the Client Personal Data, the applicable Statement of Work sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

10.8 Without prejudice to the generality of Clause 10.4 the Supplier shall, in relation to Client Personal Data:

(a) process that Client Personal Data only on the documented instructions of the Client, which shall be to process that Client Personal Data for the purposes set out in the applicable Statement of Work, unless the Supplier is required by Applicable Laws to otherwise process that Client Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Client Personal Data, the Supplier shall

notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client on important grounds of public interest. The Supplier shall inform the Client if, in the opinion of the Supplier, the instructions of the Client infringe Applicable Data Protection Laws;

(b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) ensure that any personnel engaged and authorised by the Supplier to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

(d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;

(f) at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the Agreement unless the Supplier is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this Clause 10.8(f) Client Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and

(g) maintain records to demonstrate its compliance with this Clause 10 and allow for reasonable audits by the Client or the Client's designated auditor, for this purpose, on reasonable written notice.

10.9 The Client hereby provides its prior, general authorisation for the Supplier to:

(a) appoint processors to process the Client Personal Data, provided that the Supplier:

(i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this Clause 10;

(ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and

(iii) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection;

(b) only transfer Client Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK data protection legislation applies to the transfer).

10.10 The Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract insofar as it relates to the obligations set out in this Clause 10, or Applicable Data Protection Laws shall be limited to the amount set out in Clause 13.4.

10.11 To the extent that the Supplier cannot comply with a change to the Client's instructions when processing Client Personal Data without incurring material additional costs:

(a) the Supplier shall: (i) immediately inform the Client, giving full details of the problem; and (ii) cease all processing of the affected data (other than securely storing those data) until revised instructions are received; and

(b) any changes in the Client's instructions that affect the pricing structure or commercial relationship between the Parties should go through an appropriate Change Request (as set out in Clause 14).

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Except as expressly set out in this Agreement, all Intellectual Property Rights in the Supplier's Equipment will remain with the Supplier, its suppliers or licensors.

11.2 Subject to Clause 11.3 below, on creation by the Supplier and upon the Supplier receiving payment in full of the applicable Charges, all Intellectual Property Rights in bespoke materials or code created exclusively under the Services ("Bespoke IPR") for the Client shall vest automatically in the Client. The Supplier hereby assigns to the Client its present and future rights and full title and interest in such creations, including but not limited to workflows, widgets, business processes, and customised web coding which are used in order to provide the Services. The Client hereby provides an irrevocable, worldwide, royalty-free licence to the Supplier for the duration of this Agreement to use such Bespoke IPR strictly for the purposes of providing the Services.

11.3 Notwithstanding Clause 11.2 above, the Supplier and its respective licensors shall retain exclusive ownership of (i) all of its Background Materials; and (ii) ideas, concepts, techniques and know-how discovered, created or developed by the Supplier during the performance of the Services that are of general application and that are not based on or derived from the Client's business or Confidential Information ("General IP", together with the Background Materials, the "Supplier Intellectual Property"). The Supplier grants to the Client a non-exclusive, irrevocable, worldwide royalty free and non-transferable licence to use the Supplier Intellectual Property solely for the purpose of utilising the Services and/or Deliverable. The Client may not, at any time including after termination of this Agreement, share any Supplier Intellectual Property with any third party without the Supplier's prior written consent. The Supplier may treat the Client's breach of this Clause 11.3 as a breach of the Agreement.

11.4 The Client shall pay and indemnify the Supplier, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by the Supplier, arising by reason of claims that (1) the Supplier's possession of or use of the Client's Intellectual Property Rights in connection with the provision of the Services infringes the Intellectual Property Rights of a third party; (2) the Client or any of its Clients, modify, alter, replace combine with any other data, code, documents or other software, which alters the Supplier's Intellectual Property and such alterations infringe the Intellectual Property Rights of a third party. This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

11.5 The Supplier shall pay and indemnify the Client, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by the Client, arising by reason of claims that (1) the Client's possession of or use of the Supplier's Intellectual Property in connection with the provision of the Services infringes the Intellectual Property Rights of a third party; (2) the Supplier, modifies, alters, replaces combines with any other data, code, documents or other software, which alters the Client's Intellectual Property Rights and such alterations infringe the Intellectual Property Rights of a third party. This indemnity applies whether or not legal proceedings are instituted

and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

11.6 If either Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") under this Clause 11, the Indemnified Party shall:

(a) notify the Indemnifying Party in writing of any IPR Claim against it in respect of which it wishes to rely on the indemnity at Clause 1111.4 or Clause 11.5 (as applicable);

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

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

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

11.7 If an IPR Claim is brought or in the reasonable opinion of the Supplier is likely to be made or brought, the Supplier may at its own expense ensure that the Client is still able to use the Deliverables by either:

(a) modifying any and all of the provisions of the Deliverables without reducing the performance and functionality for any or all of the provision of the Deliverables, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to the Client, such acceptance not to be unreasonably withheld; or

(b) procuring a licence or permission to use the Deliverables on terms which are acceptable to the Client, such acceptance not to be unreasonably withheld.

11.8 Except to the extent that the Supplier should reasonably have known or advised the Client the foregoing provisions of Clause 11.7, the Supplier shall have no obligation or liability for any IPR Claim to the extent such IPR Claim arises from:

(a) any use by or on behalf of the Client of the combination with any item not supplied or recommended by the Supplier where such use of the Deliverables directly gives rise to the claim, demand or action; or

(b) any modification carried out on behalf of the Client to any item supplied by the Supplier under this Agreement if such modification is not authorised by the Supplier in writing where such modification directly gives rise to a claim, demands or action.

12. THIRD PARTY SERVICES

12.1 The Supplier shall procure any Third Party Services required by the Client for the provision of the Services and as more fully set out in the Statement of Work. Except as expressly set out in the relevant Licence Agreement and/or Third Party Terms (as the case may be), the Services will be provided subject to any Licence Agreement, Third Party Terms or other terms and conditions relating thereto. The Supplier expressly excludes:

(a) any warranty to the Client that the Third Party Services supplied or licensed under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in the marketing, sales or other associated documentations; and

(b) any and all liability in relation to the use of such Third Party Services.

12.2 The Client shall remain liable for any and all payments owed to the Supplier throughout this Agreement and until the end of the respective licence terms for such Third Party Services (the "Licence Charges").

12.3 It is a condition of this Agreement that the Client shall enter into such Licence Agreements and/or accept Third Party Terms issued by the Third Party where the Client must directly contract with that Third Party as so prescribed by the relevant suppliers of each Third Party Services identified within this Agreement and/or in the applicable Statement of Work. In the event the Client does not enter into or accept the terms of such Licence Agreements and/or Third Party Terms (whether directly contracted with the Supplier or the relevant Third Party Supplier), the Supplier reserves the right to suspend the provision of the Services until such time as the Client enters into such Licence Agreement and/or accepts such Third Party Terms.

12.4 The Client shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged breach of such Licence Agreements and/or Third Party Terms.

12.5 The Client acknowledges that it is responsible for ensuring that the Client's Hardware, and operating software for such Hardware is compatible with the Third Party Services and the Supplier gives no warranty in relation thereto unless agreed otherwise in writing between the Parties in the Statement of Work.

13. EXCLUSIONS, LIMITATIONS OF LIABILITY, WARRANTIES AND INDEMNITIES

13.1 The Client acknowledges and agrees that, except as expressly provided in this Agreement or unless it is a Service under a relevant Statement of Work, the Client assumes sole responsibility for:

(a) all problems, conditions, delays, delivery failures (including any of those concerning transfer of data) and all other loss or damage arising from or relating to the Client's or its agents' or contractors' (including any existing service provider's) network connections, telecommunications links or facilities, including the internet and acknowledges that the Services and the Deliverables may be subject to limitations, delays and other problems inherent in the use of such connections, links or facilities; and

(b) loss or damage arising from or relating to any Relief Event.

(c) loss, damage, business interruption, security compromise, ransomware event, unauthorised access, malware infection, data breach or other cyber incident arising from:

(i) the Client's failure to implement recommendations made by the Supplier;

(ii) unsupported, end-of-life or end-of-support systems;

(iii) actions or omissions of the Client, its employees, agents, contractors or third-party providers; or

(iv) any third-party software, cloud platform, telecommunications provider, internet service provider or utility service.

13.2 This Clause 13 sets out the entire financial liability of each Party (including any liability for the acts or omissions of its employees, agents and subcontractors) in respect of:

(a) any breach of this Agreement; and

(b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.3 Nothing in this Agreement excludes or limits either Party's liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot lawfully be excluded or limited.

13.4 Any breach of the Party's responsibilities under Clause 10 shall be limited to two hundred and fifty thousand pounds (£250,000) in the aggregate, which shall count towards the cap set out in Clause 13.5.

13.5 The Parties' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to one hundred and twenty five percent (125%) of the price paid for the Services during the twelve (12) months preceding the date on which the claim arose.

(a) Notwithstanding any other provision of this Agreement, the Supplier's aggregate liability arising from any cybersecurity incident, ransomware event, malware infection, unauthorised access, data breach, loss of data, compromise of credentials or security-related event shall not exceed £250,000 in aggregate.

13.6 Except as expressly and specifically provided in this Agreement neither Party shall have any liability for any losses or damages which may be suffered by the other Party (or any person claiming under or through that Party), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

(a) special damage even if the other Party was aware of the circumstances in which such special damage could arise;

(b) loss of profits;

(c) loss of anticipated savings;

(d) loss of business opportunity;

(e) loss of goodwill and reputation; and/or

(f) loss or corruption of data.

(g) loss arising from any interruption, degradation, suspension, withdrawal, modification, licensing change, security incident or outage affecting services supplied by third-party providers including Microsoft, Google, Amazon Web Services, telecommunications providers, internet service providers or cloud hosting providers.

(h) any liability arising from artificial intelligence generated content, recommendations, outputs, summaries, decisions or actions taken in reliance upon such outputs.

13.7 Except as expressly and specifically provided in this Agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

13.8 Any indemnity set out in this Agreement shall not apply unless the Party claiming indemnification notifies (in writing) the other promptly of any matters in respect of which the indemnity may apply and of which the notifying Party has knowledge and gives the other Party full opportunity to control the response to and the defence of such claim; including without limitation, the right to accept or reject settlement offers and to participate in any litigation provided that in no event shall the indemnitor be liable for any settlement or compromise made without its consent, such consent not to be unreasonably withheld or delayed.

13.9 The Supplier shall maintain in force the following minimum insurance policies:

(a) Public Liability Insurance Policy - limit of £10 million for any one occurrence;

(b) Professional Indemnity Insurance Policy - limit of £2 million for any one claim; and

(c) Employers' Liability Policy - limit of £10 million.

(d) Cyber Liability Insurance with a minimum limit of £250,000.

14. CHANGE REQUESTS

14.1 Either Party may request changes to any Services (in each case, a "Change Request"). Any Change Request shall be made in writing and sent to the Client Representatives or Supplier Representative (as appropriate) and shall set out the change in sufficient detail so as to enable the other Party to make a proper assessment of such change.

14.2 Where the Parties propose a Change Request the Supplier shall provide a written estimate of the likely time required to implement the change, any necessary variations to the Charges as a result of the change, the likely effect of the change on the Services; and any other impact of the change on the terms of this Agreement. The Client shall notify the Supplier whether it accepts or reasonably rejects the Change Request within five (5) Business Days of its receipt of the written estimate.

14.3 Until such time as a Change Request has been agreed to by the Parties, the Parties shall continue to perform their respective obligations under the Statement of Work without taking into account the Change Request. Once duly agreed by both Parties, the Change Request shall be deemed incorporated into Agreement and Statement of Work and the Supplier shall commence performance of the Change Request accordingly.

14.4 Neither Party shall be required to accept any Change Request made by the other Party and shall not be bound by the Change Request unless it has been agreed in writing as set out above.

14.5 Unless otherwise agreed in writing, the Supplier shall be entitled to charge the Client at Supplier's then current Rates for investigating, reporting on and, if appropriate, implementing any Change Request requested by the Client.

15. CONFIDENTIALITY

15.1 Each Party agrees and undertakes that it will treat all Confidential Information disclosed to it by the other Party in connection with the Services as strictly confidential and shall use it solely for the purpose intended by the Services and shall not, without the prior consent of the other Party, publish or otherwise disclose to any third party any such Confidential Information except for the purposes intended by the relevant Statement of Work.

15.2 To the extent necessary to implement the provisions of any Services, each Party may disclose Confidential Information to its Representatives, in each case under the same conditions of confidentiality as set out in Clause 15.1.

15.3 The obligations of confidentiality set out in this Clause 15 shall not apply to any information or matter which: (i) is in the public domain other than as a result of a breach of this Agreement; (ii) was in the possession of the receiving Party prior to the date of receipt from the disclosing Party or was rightfully acquired by the receiving Party from sources other than the disclosing Party; (iii) is required to be disclosed by law, or by a competent court, tribunal, securities exchange or regulatory or governmental body having jurisdiction over it wherever situated; or (iv) was independently developed by the receiving Party without use of or reference to the Confidential Information.

16. TERM AND TERMINATION

16.1 This Agreement shall commence on the Commencement Date and each Statement of Work shall commence on the Services Commencement Date and shall remain in full force for the Initial Term unless otherwise agreed by the Parties or earlier terminated in accordance with the provisions of this Agreement or of any Statement of Work as applicable. Thereafter, this Agreement and, unless stated otherwise in the relevant Statement of Work, each Statement of Work shall continue to automatically renew for a Subsequent Term, unless a Party gives written notice to the other Party, not later than ninety (90) days before the end of the Initial Term or the relevant Subsequent Term, to terminate this Agreement or a Statement of Work (as the case may be).

16.2 Without prejudice to any rights that the Parties have accrued under this Agreement or any of their respective remedies, obligations or liabilities, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

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

(b) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(c) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.3 Without prejudice to any rights that the Supplier has accrued under this Agreement or any of its respective remedies, obligations or liabilities, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Client if the Client does not pay or is late in paying any undisputed invoice, or undisputed amount of any disputed invoice, and fails to remedy that breach within a period of fourteen (14) days after being notified to do so.

16.4 If for any reason a contract between a Third Party and the Supplier relating to the Supplier's right to use, install, support or provide Third Party Services which is the subject of the Agreement is terminated, then the Agreement or applicable Statement of Work (as the case may be) shall automatically terminate, save that where the contract relates to other Deliverables other than that Third Party Service, termination of the Agreement or applicable Statement of Work shall operate only in so far as it relates to such Third Party Services.

16.5 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.

16.6 On termination of this Agreement for any reason:

(a) the Supplier shall immediately cease provision of the Services;

(a) the Client shall pay any and all invoices and sums due and payable up to and including the date of termination including (i) all remaining amounts owing up to the end of the Initial Term or the Subsequent Term (as applicable); (ii) any Licence Charges as set out under Clause 12.2; and (iii) any termination Charges that the Supplier incurs from any of its Third Parties as a consequence of such early termination. The Supplier shall use reasonable endeavours to mitigate any loss but the Client acknowledges and agrees that any Third Party Charges may not be mitigated by the Supplier and the Client shall not hold the Supplier responsible if its incurs full termination Charges;

(b) all licences granted under the Agreement will terminate immediately except for fully-paid, fixed term and perpetual licences;

(c) for metered Products billed periodically based on usage, the Client must immediately pay for unpaid usage as of the termination date; and

(e) each Party shall use reasonable endeavours to return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party.

16.7 Save as provided in this Clause 16 or elsewhere in this Agreement, or by mutual consent and on agreed terms, or due to a Force Majeure Event, neither Party shall be entitled to terminate a Statement of Work. Termination of a Statement of Work shall not by default, terminate other Statement of Works nor this Agreement.

16.8 Termination of any Statement of Work shall be without prejudice to any other rights which any party may have under any other Statement of Work.

16.9 Upon termination of this Agreement or a specific Statement of Work for any reason the Supplier will provide to the Client and / or to any new supplier selected by the Client (the "Successor Service Provider") such assistance as reasonably requested by the Client in order to effect the orderly transition of the applicable Services, in whole or in part, to the Client or to Successor Service Provider (such assistance shall be known as the "Termination Assistance Services") during any period of notice of termination (the "Termination Assistance Period"). Any Termination Assistance Services required by the Client for the transition of Services during the Termination Assistance Period shall be provided by the Supplier at its then current time and materials Rate for such period of time and upon such terms as shall be mutually agreed.

16.10 Upon a termination of the Agreement or a specific Statement of Work (as applicable), the Supplier shall only retain the Client Data for a maximum period of three (3) months from the date of termination and may delete all such copies of its Client Data after the three (3) months period has ended.

16.11 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of any Statement of Work or this Agreement shall remain in full force and effect.

17. STAFF TRANSFER AND NON-SOLICITATION

17.1 It is not intended that any staff be transferred from the Supplier to the Client or from the Client to the Supplier pursuant to this Agreement or that any 'relevant transfer' occur for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

17.2 Neither Party shall solicit the other Party's staff or contractors who have been employed or engaged in the Services or the performance of this Agreement during the lifetime of this Agreement and for a period of twelve (12) months thereafter. For the purposes of this Clause 'solicit' means the soliciting of such person with a view to engaging such person as an employee, director, sub-contractor or independent contractor.

17.3 In the event that either Party is in breach of Clause 17 above then the Party in breach shall pay to the other by way of liquidated damages an amount equal to fifty percent (50%) of the gross annual salary or budgeted fee income (as at the time of the breach or when such person was last in the service of the relevant Party) of the person so employed or engaged. This provision shall be without prejudice to either Party's ability to seek injunctive relief.

17.4 The Parties hereby acknowledge and agree that the formula specified in Clause 17.3 above is a reasonable estimate of the loss which would be incurred by the loss of the person so employed or engaged.

18. RELIEF EVENTS

18.1 Subject to Clause 12, and notwithstanding any other provision of this Agreement, the Supplier shall have no liability for failure or delay to perform the Services or its other obligations under this Agreement if it is prevented, hindered or delayed in doing so as a result of any Relief Event.

19. FORCE MAJEURE

19.1 The Supplier shall have no liability to the Client under this Agreement and the Client shall have no obligation to pay the Charges for the affected Services if the Supplier is prevented from, or delayed in, performing its obligations under this Agreement, or from carrying on its business, by a Force Majeure Event except to the extent that the Supplier could reasonably have avoided such circumstances by fulfilling its obligations in accordance with the terms of this Agreement or otherwise exercising the level of diligence that could reasonably have been expected of it (having exercised Good Industry Practice) including, but not limited to, strikes, computer viruses and malware, pandemics, epidemics, lock-outs or other industrial disputes (excluding any industrial disputes involving the workforce of the Supplier), act of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a "Force Majeure Event"), provided that:

(a) the Client is notified of such an event and its expected duration; and

(b) the Supplier uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,

and that if the period of delay or non-performance continues for four (4) weeks or more, the Party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the other Party.

20. ANTI-BRIBERY AND MODERN SLAVERY

20.1 The Supplier shall:

(a) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("Relevant Requirements");

(b) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement.

20.2 The Supplier shall procure that any person associated with the Supplier, who is performing services in connection with this Agreement, adheres to terms equivalent to those imposed on the Supplier in this Clause 20 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.

20.3 For the purpose of this Clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 20 a person associated with the Supplier includes any subcontractor of the Supplier.

20.4 In performing its obligations under this Agreement, the Supplier shall:

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force the Modern Slavery Act 2015; and

(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

21. WAIVER

21.1 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22. SEVERANCE

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

22.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

23. ENTIRE AGREEMENT

23.1 This Agreement (and its references to further documentation, the Third Party Terms, the Licence Agreements, the Statement of Works and the Customer Agreement) constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

23.3 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

23.4 Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

24. ASSIGNMENT

24.1 The Client shall not without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed) assign, transfer, charge or deal in any other manner with either the benefit or the burden of this Agreement or any of its rights or obligations under it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.

24.2 The Supplier may assign, transfer, charge or deal in any other manner with either the benefit or the burden of this Agreement or any of its rights or obligations under it, or purport to do any of the same, or sub-contract any or all of its obligations under this Agreement, without the prior written consent of the Client.

25. NO PARTNERSHIP OR AGENCY

25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

26. THIRD PARTY RIGHTS

26.1 This Agreement is made for the benefit of the Parties, to it and (where applicable) their successors and permitted assigns, and Microsoft (in respect of enforcing the terms of the Customer Agreement) and is not intended to benefit or be enforceable by anyone else.

27. NOTICES

27.1 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be (a) delivered by hand or sent by pre-paid first class post or other next Business Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business or (b) sent by email to the address for each Party set out in the Statement of Work.

27.2 Any notice or communication shall be deemed to have been received (a) if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or (b) if delivered by email, at the time of transmission, or, if this time falls outside Normal Business Hours, when Normal Business Hours resume.

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

27.4 Each party shall as soon as reasonably practicable notify the other of any change to their contact details.

28. DISPUTE RESOLUTION

28.1 If a dispute arises under this Agreement ("Dispute"), including any Dispute arising out of any amount due to a Party hereto, then before bringing any suit, action or proceeding in connection with such Dispute, a Party must first give written notice of the Dispute to the other Party describing the Dispute and requesting that it is resolved under this dispute resolution process ("Dispute Notice").

28.2 If the Parties are unable to resolve the Dispute within thirty (30) calendar days of delivery of the Dispute Notice, then each Party will promptly (but no later than five (5) Business Days thereafter):

(a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at an equivalent or higher management level than the person with direct responsibility for the administration of this Agreement ("Designated Representative"); and

(b) notify the other Party in writing of the name and contact information of such Designated Representative.

28.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually

determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one Party to the other Party will be honoured.

28.4 If the Parties are unable to resolve the Dispute within thirty (30) calendar days after the appointment of both Designated Representatives, then either Party may proceed with any other available remedy.

29. MARKETING

29.1 Both Parties agree to reasonably cooperate in connection with the creation of mutually beneficial marketing communications, which shall include, at a minimum, a press release, case study and a reference to Client on Supplier's website, provided that in no event shall either Party use the name, trademarks or other proprietary identifying symbols of the other Party without such Party's prior written consent, which consent shall not be unreasonably withheld or delayed.

30. GOVERNING LAW AND JURISDICTION

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

30.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 – MANAGED SERVICES

1. Definitions

1.1 Except as defined in this Schedule 1 (Managed Services), capitalised terms shall have the meanings given to them in the Agreement.

1.2 In the event of conflict with the terms of this Schedule 1 and the Agreement, the provisions in this Schedule 1 shall take precedence and in the event of a conflict with the terms of this Schedule 1 and a Statement of Work, the provisions of the Statement of Work shall take precedence over this Schedule 1.

2. Managed Services

2.1 The Supplier shall provide the Managed Services in accordance with the Service Level Arrangements as stated in the Statement of Work.

2.2 The Client shall remain responsible for the use of the Managed Services under its control including any use by third parties that Client has authorised to use the Managed Services.

2.3 The Client must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure as notified to the Client by the Supplier in writing. This includes informing the Supplier promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, the Supplier will work with the Client to alleviate the situation as quickly as possible. The Parties shall discuss and agree appropriate action (including suspending the Managed Services).

2.4 The Client shall not provide the Managed Services to third parties unless otherwise indicated in the Statement of Work or as otherwise agreed by the Suppler in writing.

2.5 The Client acknowledges that certain conditions outside of the Supplier's control may adversely impact the ability of the Supplier to perform functions of the Managed Services. Examples of such conditions are listed below:

(a) failure of Client Hardware, software or operating system;

(b) partial or full failure of Third Party Services;

(c) network connectivity issues between Local System Components and the Supplier's platform;

(d) network connectivity issues between Local System Components and its third party's servers.

2.6 The Supplier reserves the right to:

(a) modify the Supplier's System, its network, system configurations or routing configuration; or

(b) modify or replace any Hardware in its network or in equipment used to deliver any Managed Service over its network,

provided that this has no adverse effect on the Supplier's obligations or performance under the Agreement and its provision of the Managed Services or the Service Level Arrangements. If such changes will have an adverse effect, the Supplier shall notify the Client and the Parties shall follow the Change Request.

2.7 The Managed Services acquired by the Client under the Agreement are solely for the Client's own internal use and not for resale or sub-licensing, unless otherwise agreed in writing.

2.8 The Supplier may suspend, revoke or limit use of the Managed Services, wholly or partly (i) in case of late payments, (ii) if the Supplier in its absolute discretion finds that a risk to the overall integrity of the Managed Services has occurred, or (iii) other reasonable grounds exist. If the cause of the suspension is reasonably capable of being remedied, the Supplier will provide the Client notice of what actions the Client must take to reinstate the Managed

Services and/or Products. If the Client fails to take such actions within a reasonable time, the Supplier may terminate the applicable Managed Service.

2.9 The Supplier is entitled to amend the terms of the Agreement and this Schedule 1 in order to reflect any changes and updates received from its Third Parties or otherwise if the Supplier has reasonable grounds for such amendment. Hereunder, the Supplier may reasonably change prices, contents of the Managed Services, service hours or service levels.

3. Responsibilities of the Supplier

3.1 Notwithstanding the foregoing, the Supplier does not warrant that the Client's use of the Managed Services will be:

(a) free from faults, interruptions or errors;

(b) available one hundred percent (100%) of the time.

3.2 In relation to the Managed Services specifically and notwithstanding the Supplier's obligations under paragraph 2.1 of this Schedule 1, the Supplier shall:

(a) staff the Supplier support desk with a team of skilled individuals (whether subcontracted or not);

(b) maintain a team skilled in the platform and with knowledge of the systems developed to deliver the solution;

(c) maintain a comprehensive IT service management solution, with integrated knowledge base and how-to guides to reduce the time to issue resolution;

(d) where agreed, undertake a regular account review, to discuss the Client's service needs and ensure that the Agreement is in alignment with its needs;

(e) use commercially reasonable endeavours to follow the instructions of the Client and will remain courteous during any communications with Client personnel; and

(f) provide the Client with reasonable co-operation in relation to the Agreement.

3.3 The Supplier shall be under no obligation to provide the Managed Services to the Client in the following circumstances (unless specified under the Statement of Work):

(a) unauthorised use of the Services by the Client or use otherwise than in accordance with the Agreement;

(b) providing the Managed Services outside Normal Business Hours unless otherwise agreed between the Parties in writing;

(c) providing any other services not covered herein;

(d) training; and

(e) providing the Managed Services to the Client where such support would have been unnecessary if the Client had implemented update(s) and upgrade(s) supplied or offered to the Client.

3.4 The Supplier does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the internet (or portions thereof). Whilst the Supplier will use reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, the Supplier cannot guarantee that such events will not occur. Accordingly, the Supplier disclaims any and all liability resulting from or related to such events.

4. Responsibilities of the Client

4.1 The Client shall (unless otherwise specified in the Statement of Work or as otherwise set out in the Agreement):

(a) permit the Supplier to install the current version of software required to provide the Managed Services from time to time when upgrades or fixes occur and to provide a reasonable level of assistance in implementation and testing;

(b) provide the Supplier at least seven (7) Business Days' notice in advance of any intention or move to change when applicable Client-side Equipment or Client's Operating Environment or data-feeds that will directly impact the Managed Services. If such notice has not been received on time, the Supplier will have to make additional effort to return the Client's systems to an acceptable state for continued support, and will charge accordingly at its then standard charging rate.

4.2 The Client shall not access, store, distribute or transmit any material through the Managed Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images; and/or

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, age, disability, sexual orientation, religion and belief, gender reassignment;

(f) is otherwise illegal or causes damage or injury to any person or property,

and the Supplier reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this paragraph.

5. Security

5.1 The Supplier shall ensure that appropriate safety and security systems and procedures are maintained and enforced to prevent unauthorised access or damage to any and all Managed Services, the Supplier's System and related networks or resources and the Client Data, in accordance with Good Industry Practice.

5.2 Each Party shall promptly inform the other if it suspects or uncovers any breach of security, and shall use all commercially reasonable endeavours to promptly remedy such breach.

6. Warranties

6.1 The Client warrants:

(a) that the Supplier's use in the provision of the Managed Services or otherwise in connection with the Agreement of any Third Party materials, including any Hardware supplied by the Client to the Supplier for use in the provision of the Managed Services or otherwise in connection with the Agreement, shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party;

(b) it will comply with and use the Managed Services in accordance with the terms of the Agreement and all Applicable Laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to Applicable Laws or in breach of the Customer Agreement.

6.2 The Supplier is not responsible or liable for the deletion of or failure to store any Client Data and other communications maintained or transmitted through the use of the Managed Services or Products.

6.3 The Supplier does not warrant uninterrupted or error-free operation of the Managed Services and Products. Unless otherwise agreed in writing, the Managed Services and Products are designed, manufactured and intended for low-risk activities.

6.4 The Client acknowledges and accepts that where the Products are provided by Microsoft or a Third Party and that any representations or warranties regarding the use of the Products is set out in the Customer Agreement, appliable Licence Agreement or Third Party Terms (as applicable). The Supplier has no responsibility for the suitability, availability, functionality or otherwise regarding the Managed Services and Products.

6.5 If the Supplier breaches its obligations in this Schedule 1, the Supplier shall, at its expense, use commercially reasonable endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance.

6.6 The warranties provided in this Schedule 1 are the exclusive warranties from the Supplier in relation to the Managed Services.

7. Limitation of Liability

7.1 Subject to Clause 12 of the Agreement, the Service Level Arrangements state the Client's full and exclusive right and remedy, and the Supplier's only obligation and liability, in respect of the performance and availability of the Managed Services, or their non-performance and non-availability.

7.2 Except as expressly and specifically provided in the Agreement, the Client assumes sole responsibility for results obtained from the use of the Managed Services, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Client in connection with the Managed Services, or any actions taken by the Supplier at the Client's direction.

SCHEDULE 2 – PROFESSIONAL SERVICES

1. Definitions

1.1 The following definitions in this paragraph 1 apply in this Schedule 2 (Professional Services).

Acceptance Criteria: the acceptance criteria as specified in paragraph 2.2 of this Schedule 2 (Professional Services) or referred to in a Statement of Work or as otherwise agreed by the Parties expressly in writing after the date of the Statement of Work against which the Acceptance Tests are to be carried out to determine whether the Deliverables meet the Statement of Work, are satisfactory and ready to be invoiced.

Acceptance Tests: the acceptance tests as specified or referred to in the Statement of Work or as agreed between the Parties, to be undertaken to determine whether the Deliverables meet the Acceptance Criteria.

Issues List: a written list of the non-conformities to the Acceptance Criteria for a specific Deliverable.

1.2 Except as defined in this Schedule 2, capitalised terms shall have the meanings given to them in the Agreement.

1.3 In the event of conflict with the terms of this Schedule 2 and the Agreement, the provisions in this Schedule 2 shall take precedence and in the event of a conflict with the terms of this Schedule 2 and a Statement of Work, the provisions of the Statement of Work shall take precedence over this Schedule 2.

2. Acceptance of the Professional Services

2.1 The relevant Statement of Work shall specify the Deliverables or Services (as the case may be) that are to be subject to Acceptance Testing and provide a framework for the nature of the testing that will be required.

2.2 In relation to any Acceptance Testing:

(a) The Client shall have a reasonable period of time, up to five (5) Business Days unless otherwise specified in the Statement of Work, from the Supplier's delivery of each Deliverable under the relevant Statement of Work (the "Acceptance Period") to confirm that such Deliverable conforms to the acceptance criteria as agreed between the Parties (collectively, the "Acceptance Criteria"). If the Client determines that a Deliverable does not conform to the Acceptance Criteria, the Client shall by the last day of the Acceptance Period provide to the Supplier an Issues List of the non-conformities to the Acceptance Criteria.

(b) The Client shall use best efforts to correctly and efficiently ensure appropriate Acceptance Testing in relation to any Deliverable which is subject to Acceptance Tests and shall notify the Supplier within the Acceptance Period (as defined in paragraph 2.2 (a) of this Schedule 2) if any of the Deliverables do not conform to the Acceptance Criteria. In the event that Client has undertaken the Acceptance Testing within the Acceptance Period and fails to reject any Deliverable within the relevant Acceptance Period, for all purposes under this Schedule such Deliverable shall be deemed accepted as if the Client had issued a written acceptance thereof. Once the Deliverable has been accepted by the Client and payment has been settled in accordance with Clause 8 of the Agreement, the Deliverable shall become the property of the Client. For the avoidance of doubt, should any non-conformities be found in earlier stages of the Deliverables but which were not highlighted to the Supplier during the applicable Acceptance Period, such non-conformities shall not be subject to the remedies as set out in paragraph 2.2 (d) of this Schedule 2 below.

(c) If:

(i) the Client does not provide any written comments in the initial period described in paragraph 2.2(a) above;

(ii) commences live running of the whole or part of such Deliverable other than in the course of undertaking Acceptance Testing; or

(iii) if Deliverables or Services are found to conform with the Statement of Work;

then in each case the Service or Deliverable shall be deemed accepted from the date of the notification by the Supplier pursuant to paragraph 2.2(a).

(d) If there are any non-conformities within any Deliverable, which have been highlighted by Client or the Supplier during the Acceptance Period and whereby the Deliverable has not been accepted by the Client for this reason and such non-conformity is a directly attributable act or omission on the part of the Supplier (and not subject to a Change Request or attributable to the Client's acts or omissions including inadequate Acceptance Testing) the Supplier shall (without prejudice to the Client's other rights and remedies) carry out all necessary remedial work without additional charge as part of the next Deliverable which shall accordingly be modified.

(e) If any non-conformity cannot be remedied by the Supplier due to an error, defect or fault which the Supplier is able to demonstrate to the reasonable satisfaction of the Client to be outside the Supplier's control and which has disabled the Supplier's ability to remedy such non-conformity, then the Supplier reserves the right to terminate work on that specific Deliverable. The Supplier agrees not to charge Client, any amounts paid or payable by Client to Supplier which specifically relate to the non-conforming Deliverable which cannot be remedied.

SCHEDULE 3 - SUPPLY OF GOODS

1. Interpretation

1.1 Except as defined in this Schedule 3 (Goods), capitalised terms shall have the meanings given to them in the Agreement.

1.2 In the event of conflict with the terms of this Schedule 3 and the Agreement, the provisions in this Schedule 3 shall take precedence and in the event of a conflict with the terms of this Schedule 3 and a Statement of Work, the provisions of the Statement of Work shall take precedence over this Schedule 3.

2. The Goods

2.1 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Agreement or have any contractual force.

2.2 To the extent that the Goods are to be manufactured in accordance with the Client's specification, the Client shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Statement of Work. This paragraph 2.2 shall survive termination of the Agreement.

2.3 The Supplier reserves the right to amend the Statement of Work if required by any applicable statutory or regulatory requirements.

2.4 Where the Goods are being supplied by a Third Party supplier, they will be supplied subject to any terms and conditions of sale and returns policy relating thereto by the relevant manufacturer and/or Third Party supplier.

3. Prices

3.1 Prices for Goods in the Supplier's stock ready to be shipped will be established at the time the order is accepted by the Supplier. If the Client places an order for Goods not in stock at the time of order (a "Backorder") or the Client places an order for scheduled delivery, such orders shall be irrevocable and the price for such Goods shall be the price established at the time the Backorder or scheduled delivery is accepted by the Supplier.

3.2 Notwithstanding the foregoing, the Supplier reserves the right to increase its prices after acceptance of a Backorder or scheduled delivery due to an increase in its Third Party supplier's price to the Supplier or an increase in direct costs to which the Supplier becomes subject (including without limit costs resulting from currency fluctuation) but the Supplier shall only increase its price by such level as is necessary to reflect such increases.

3.3 Unless otherwise stated, prices exclude any copyright levies, waste and environmental fees, and similar charges that by law or statute may or shall charge or collect upon resale.

4. Delivery

4.1 The Supplier shall endeavour to deliver Goods to the agreed delivery location on the agreed delivery date but any such date is an estimate only.

4.2 If the Supplier fails to deliver Goods by the relevant delivery date after being given a reasonable opportunity to remedy such delay, except to the extent that such delay is due to a third party for which the Supplier shall have no liability, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver Goods to the extent that such failure is caused by:

(a) a delay from the manufacturer, third party supplier or other third party;

(b) a Force Majeure Event; or

(c) the Client's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.3 If ten (10) Business Days after the day on which the Supplier attempted to make delivery of Goods the Client has not taken delivery of those Goods, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Client for any excess over the price of the Goods, or charge the Client for any shortfall below the price of the Goods.

4.4 The Supplier may deliver Goods by instalments, which shall be invoiced and paid for separately. The Client may not cancel an instalment because of any delay in delivery or defect in another instalment.

5. Warranties

5.1 Subject to paragraph 5.4, the Supplier warrants that, for such period as is offered by the manufacturer (if any) ("Warranty Period"), the Goods shall:

(a) conform in all material respects with the relevant section of the Statement of Work;

(b) be free from material defects in design, material and workmanship; and

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to paragraph 5.3, if:

(a) the Client gives notice in writing to the Supplier during the Warranty Period, within five (5) Business Days of discovery that some or all of the Goods do not comply with the warranties set out in paragraph 5.1;

(b) the Supplier is given a reasonable opportunity of examining such Goods; and

(c) the Client (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,

the Supplier shall, at its option, repair or replace any Goods that are found to be defective, or refund the price of such defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranties set out in paragraph 5.1 if:

(a) the Client makes any further use of such Goods after giving notice of defects in accordance with paragraph 5.2;

(b) the defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of the Supplier following any drawing, design or Statement of Work supplied by the Client;

(d) the Client alters or repairs such Goods without the written consent of the Supplier;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(f) the Goods differ from the Statement of Work as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Insofar as the Goods comprise or contain goods or components which were not manufactured or produced by the Supplier, the Client shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer and is permitted to pass onto the Client.

5.5 The Supplier's only liability to the Client if the Goods fail to comply with the warranties set out in paragraph 5.1 is as set out in this paragraph 5.

5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Agreement.

5.7 The terms of the Agreement shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

6.1 Risk in Goods shall pass to the Client on completion of unloading the Goods at the agreed delivery location.

6.2 Title to Goods shall only pass to the Client once the Supplier receives payment in full (in cash or cleared funds) for them.

6.3 Until title to the Goods has passed to the Client, the Client shall:

(a) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 16.2(b) or 16.2(c) of the Agreement; and

(e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 The Supplier may recover Goods in which title has not passed to the Client. The Client irrevocably licences the Supplier, its officers, employees and agents, to enter any premises of the Client (including with vehicles), in order to satisfy itself that the Client is complying with the obligations in paragraph 6.3, and to recover any Goods in which property has not passed to the Client.

7. Cancellation

7.1 Notwithstanding paragraph 2.4 of this Schedule 3, once an order for Goods has been accepted by the Supplier, no order may be cancelled by the Client except with the agreement in writing of the Supplier and on terms that the Client shall indemnify the Supplier in full against all reasonable losses, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

SCHEDULE 4 – NCE SUBSCRIPTION TERMS

1. NCE Subscription

Where the Services include NCE Subscription Services, the NCE Subscription Services shall be provided in accordance with and governed by the Statement of Work and these NCE Subscription Terms.

2. Interpretation

2.1 The following definitions in this paragraph 2.1 apply in these NCE Subscription Terms.

Cap: is the total monthly volume of Microsoft services which the Client is permitted to use.

Consumption Subscriptions: refers to the licences that are billed based on actual usage in the preceding month.

Minimum Users: the minimum users as provisioned from time to time.

Online Service: any of the Microsoft-hosted online services subscribed to by Client.

Subscription(s): the purchase of a Subscription Service.

Third Party Distributor: the third party who sells the Product(s) to the Client or the Supplier (as the case may be).

2.2 Except as defined in these NCE Subscription Terms, capitalised terms shall have the meanings given to them in the Agreement.

2.3 In the event of conflict with the terms of these NCE Subscription Terms and the Agreement, the provisions in these NCE Subscription Terms shall take precedence and in the event of a conflict with the terms of these NCE Subscription Terms and a Statement of Work, the provisions of the Statement of Work shall take precedence over these NCE Subscription Terms.

3. Service Provision

3.1. By submitting an order for NCE Subscription Services, the Client (i) represents that any subscription commitments and requirements disclosed are complete and accurate in all respects; (ii) agrees to pay the Supplier for all orders it submits for Products and the Subscription Services; (iii) agrees to the terms of the Agreement and the Statement of Work.

3.2. By placing an order with the Supplier, the Client represents and warrants that the Client has accepted the Customer Agreement.

3.3. Once an order for a Subscription Services has been accepted by the Supplier:

(a) Subscriptions shall continue for the duration of the Term and any Subsequent Term unless terminated in compliance with the Statement of Work or Clause 16 of the Agreement; and/or

(b) adjustments may only be made to increase the Minimum Commitment and not decrease below any current Minimum Commitment provisioned as more fully set out in the Agreement, these NCE Subscription Terms and the Statement of Work (as applicable to the NCE Subscription Services).

4. Client's obligations

4.1. Where requested by the Supplier, the Client shall promptly report, in writing, its use of the Subscription Services to the Supplier for the preceding month(s) (as applicable), which the Client shall certify as being accurate and complete. In the event that the Client's use of the Subscription Services proves to be greater than the use of the Subscription Services reported to the Supplier, the Client shall reimburse the Supplier in full for any claims from its third parties, including Microsoft, in respect of the Client's use of the Subscription Services.

4.2. The Client agrees and acknowledges to adhere to the terms of the Customer Agreement which govern the use of the Subscription Services and the Online Services.

5. Charges

5.1. Fixed Term Subscriptions.

(a) Products sold under fixed term Subscriptions are sold for a term as specified in the Statement of Work. The Statement of Work shall specify if such Subscriptions are to be billed on a monthly or annual basis.

(b) Any subsequent adjustments to annual Subscriptions (e.g. adding users) made mid-billing cycle will be invoiced and paid at the time of placing the order.

(c) Any subsequent adjustments to monthly Subscriptions (e.g. adding users) made mid-billing cycle will be calculated and post-billed at the subsequent invoice.

5.2. For all Consumption Subscriptions, the Client agrees and acknowledges that:

(a) Consumption Subscriptions do not expire unless cancelled. Consumption Subscriptions can be cancelled in accordance with the Customer Agreement and any usage before a transfer to another provider is in effect will be billed in the next scheduled invoice date;

(b) Consumption Subscriptions will be billed at the next billing cycle and will include all usage from the prior month. Pricing will be based on the pricing effective during the current billing cycle except when prices decrease or increase. The unit price for an Online Service sold on a consumption basis may change during the subscription period;

(c) it shall pay all such usage and is responsible for monitoring its consumption needs;

(d) the Client further acknowledges and accepts that the Supplier may establish or install a technical lock or barrier (the "Barrier"), which prevents the Client from utilisation of a Product in excess of the Cap;

(e) for the avoidance of doubt, if, in spite of paragraph 5.2(d), the Client utilises a Product in excess of the Cap, the Client shall pay to the Supplier Charges and other expenses in accordance with its actual use. Any dysfunction or non-use of the Barrier shall not release the Client from paying Charges and costs in accordance with its actual utilisation of a Product. The Supplier has no responsibilities with regards to preventing the Client from utilisation in excess of the Cap.

5.3. Subject to paragraph 5.4 below, the Charges may increase on an annual basis with effect from each anniversary of the date of the Statement of Work in line with the percentage increase in the Retail Prices Index in the preceding twelve (12) month period.

5.4. For the avoidance of doubt, the Supplier may increase any Charges related to the Subscription Services in line with any increases imposed upon the Supplier by Microsoft or Third Party Distributor upon thirty (30) days' notice and in line with the terms of the Customer Agreement. Notwithstanding the foregoing: (i) the prices for Products may change without notice; and (ii) the Supplier will not be required to provide any prior notice before the effectiveness of a decrease or increase in Product Charges that relates to a currency fluctuation event.

5.5. The Supplier may change credit or payment terms for unfilled orders if, in the Supplier's reasonable opinion, the Client´s financial condition, previous payment record, or relationship with the Supplier merits such change.

6. Intellectual Property Rights

6.1. The Client acquires only such limited rights to use the Products as is explicitly described in the Customer Agreement. Any use by the Client of these rights beyond the scope permitted by the Customer Agreement shall constitute a material breach hereof.

6.2. The Supplier is not liable for defects in, or delays related to the Products.

6.3. For the avoidance of doubt, if a claim for infringement concerns the Product, the separate terms and conditions of the Customer Agreement shall apply and is a separate action between the Client and Microsoft.

7. Cancellation

7.1. Subject to paragraph 7.2, where the Client has procured Products or Online Services from the Supplier, the Client may cancel the applicable order in line with the terms set out by Microsoft if the Client notifies the Supplier within seventy two hours (72) of placing the initial order for the applicable Microsoft Products or Online Services. For such notice to cancel to be effective, it must be received by the Supplier within the hours of 9am – 4pm (GMT) on a Business Day.

7.2. The Client acknowledges and accepts that any cancellation pursuant to paragraph 7.1 will only be accepted if submitted by the Supplier within Microsoft's designated cancellation period for the applicable Online Service or Product and is approved by Microsoft and/or the Third Party Distributor (if applicable) and is in accordance with any other requirements of Microsoft and/or Third Party Distributor (if applicable) at the time of cancellation. If cancellation is approved by Microsoft and/or Third Party Distributor, then the order will be cancelled.

7.3. Depending on the service or product being cancelled, if and to the extent any credit of the purchase price (in full or pro-rata) is issued by Microsoft or the Third Party Distributor (if applicable) to the Supplier, on receipt of the same, the Supplier will pass on any such credit to the Client less any Microsoft and/or Third Party Distributor handling Charge as a proportion of the value of any order submitted and approved after the designated period for the relevant Product or Online Service. The Supplier is not liable to the Client if Microsoft and/or Third Party Distributor do not issue a credit.

8. Limitation of liability

8.1. For the avoidance of doubt, the terms set out in the Customer Agreement govern the rights and responsibilities of the Client and Microsoft in relation to the use of the Subscription Services and Online Services and the Supplier excludes any and all liability in relation to the use of the Products. All other services which falls outside the Subscription Services and Online Services are governed by the terms of the Agreement and shall take precedence over the terms of the Customer Agreement should any conflict arise over the use of such services.

8.2. Notwithstanding anything, to the contrary in the Agreement, the Client shall indemnify the Supplier from and against any claims, including but not limited to claim for licence fees that directly or indirectly arises from the Client's use of the Subscription Services or reporting under the Agreement.

9. Term & Termination

9.1. The Client's perpetual licences and licences granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of these NCE Subscription Terms and the Agreement (as applicable). Unless otherwise specified in the applicable the Statement of Work (as applicable to the NCE Subscription Services), the Client shall remain liable for any and all payments due in respect of the licences until the end of the respective subscription period.

9.2. Termination of the licences will not affect any other Services provided under these NCE Subscription Terms or the Agreement.

9.3. The Supplier shall not be liable whatsoever to the Client following any termination or suspension of the Subscription Services for legal, regulatory or any other reason reasons by Microsoft or the Third Party Distributor.

9.4. The Supplier may terminate the NCE Subscription Services immediately on giving written notice to the Client if:

(a) payment of any amount due from the Client under these NCE Subscription Terms is overdue by ten (10) Business Days or more provided that the Supplier has given the Client ten (10) days' written notice of such failure to pay;

(b) upon termination by Microsoft or the Third Party Distributor of the licence(s); and/or

(c) in accordance with the Customer Agreement.

9.5. On termination of the Agreement for any reason:

(a) the Client shall pay all outstanding sums owing to the Supplier up to and including the date of termination;

(b) all licences granted under the Agreement will terminate immediately except for fully-paid, perpetual licences;

(c) for metered Products billed periodically based on usage, the Client must immediately pay for unpaid usage as of the termination date; and

(d) if Microsoft is in breach, and the Client is entitled, the Client will receive a credit for any Subscription Services fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

SCHEDULE 5 – TELEPHONY AND INTERNET SERVICES

1. Interpretation

1.1 The following definitions apply to these Telephony and Internet Terms:

Activation: occurs on the date notified to the Client by the Supplier as the date the relevant Telephony and Internet Service is available for use and 'Activated' shall be construed accordingly.

Carrier: any supplier of telecommunications services to the Supplier where such services are used by the Supplier to provide the Telephony and Internet Services.

Client Hardware: any hardware provided by the Client to access the Telephony and Internet Service.

Early Termination Charges: the early termination charges that are charged by the Supplier to the Client for terminating any Telephony and Internet Services prior to the expiry of the Initial Term or Subsequent Term (as applicable).

Initial Term: has the meaning set out in relevant Statement of Work.

Network: the network operated to provide the Telephony and Internet Services including any third party networks.

Service Equipment: all and any equipment provided and/or installed at the Service Location by or on behalf of the Supplier in connection with the Telephony and Internet Services.

Service Levels: the performance service levels as advised to the Client by the Supplier.

Service Location: any premises controlled by the Client at which the Telephony and Internet Services are to be provided.

Telephony and Internet Service Failure: the Telephony and Internet Service will be considered to have failed if Client has raised a support call and the modem, when correctly connected and configured, does not respond or a line test indicates a fault.

1.2 Except as defined in these Telephony and Internet Terms, capitalised terms shall have the meanings given to them in the Agreement.

1.3 To the extent applicable to the Telephony and Internet Services, in the event of conflict with the terms of these Telephony and Internet Terms and the Agreement, the provisions in these Telephony and Internet Terms shall take precedence and in the event of a conflict with the terms of these Telephony and Internet Terms and a Statement of Work, the provisions of the Statement of Work shall take precedence over these Telephony and Internet Terms.

2. Activating the Telephony and Internet Service

2.1 Before Activating a Telephony and Internet Service, the Supplier may:

(a) verify that each Service Location is in an area in which the Telephony and Internet Service is available;

(b) carry out a line test and/or site survey;

(c) where appropriate, provide and/or install Service Equipment;

(d) carry out credit checks.

2.2 Where checks and/or surveys and/or installation carried out by the Supplier (or their representatives) require attendance at a Service Location, the Client shall liaise with the Supplier and/or its representatives to permit access to such Service Location. The Supplier and/or its representative shall endeavour to agree a date and time for such attendance but it is acknowledged and agreed that the Supplier shall have no responsibility for the failure by the Carrier to attend on the date or at the time agreed. Installation of certain Telephony and Internet Services may be subject to surveys carried out by the Supplier (a "Site Survey") and the Supplier shall not be obliged to provide the Telephony and Internet Services if a Site Survey is incomplete or unsatisfactory or otherwise identifies a problem with providing the Telephony and Internet Services.

2.3 If the Supplier determines at any time before Activation that the Telephony and Internet Service cannot be Activated, the Supplier shall notify the Client and any relevant Telephony and Internet Service will be automatically terminated.

2.4 The Supplier shall endeavour to notify the Client if Activation is not possible as soon as commercially practicable. In such event, for the avoidance of doubt, paragraph 2.8 shall not apply.

2.5 To allow the installation to proceed, the Client shall as and when required by the Supplier and at the Client's sole cost and expense:

(a) obtain all necessary consents, including consents for any necessary alterations to buildings;

(b) take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers advised by the Supplier, or the engineer contracted for the installation or Activation of the Telephony and Internet Service; and

(c) provide any electricity and connection points required by the Supplier or its agents.

2.6 The Client acknowledges that during, and as a result of, the installation and activation of the Telephony and Internet Services at the Service Locations, temporary loss, interference or disruption to other telecommunications services may occur. The Supplier will use its reasonable endeavours to minimise such interruption or interference and it shall undertake checks for such interference in connection with any such installation. To the maximum extent permitted by law, the Supplier will not be liable for any loss, interruption or interference to such other services during installation.

2.7 If the Client cancels or terminates:

(a) a Telephony and Internet Service at any time before the start date as set out in the Statement of Work or advised by the Supplier to the Client (the "Order Committed Date"), it shall be liable for an administration fee as set out in the Statement of Work and any Carrier or other specific charges or costs and fees incurred in relation to such Telephony and Internet Service (it being acknowledged and agreed by the Parties that significant costs or charges may be incurred by the Supplier in the event of cancellation of the Telephony and Internet Service);

(b) the Telephony and Internet Service at any time after the Order Committed Date and prior to Activation, it shall upon such termination be liable to pay Supplier an amount equal to the Early Termination Charges;

(c) the Telephony and Internet Service at any time after Activation, it shall upon such termination be liable to pay Supplier an amount equal to the Charges that would have been payable during the entire Initial Term less any already paid.

2.8 If the Supplier is unable to Activate a Telephony and Internet Service due to the act or omission of the Client (including the provision of incorrect information), the Supplier may treat the Telephony and Internet Service as terminated by giving written notice to the Client and following such notice may levy the charges provided in paragraph 2.7 (and the Client shall be deemed to have terminated the Telephony and Internet Service at the time of such notice for the purposes determining the payment under paragraph 2.7). Where the Client delays the installation or completion of a Telephony and Internet Service for more than sixty (60) calendar days, the Supplier may terminate the Telephony and Internet Service related to that order by written notice to Client in which event the Client shall be liable to pay the Supplier the Early Termination Charges.

3. Provision of the Telephony and Internet Service

3.1 Any dates and timelines specified for performance of a Supplier obligation are estimates only and time shall not be of the essence.

3.2 The Client shall pay the Charges relating to the Telephony and Internet Service and any other specific charges or costs and Charges incurred in relation to its use of the Telephony and Internet Service, including, but not limited to any fraudulent activity and/or other use of the Telephony and Internet Services by unauthorised parties and any roaming charges.

4. Mobile Telephony Services

4.1 For the purposes of this paragraph 4, the following definitions shall apply:

Age Restricted Services: any Mobile Telephony Services for use only by End Users over the age of eighteen (18);

End User: any person who is an ultimate recipient or user of the Mobile Telephony Services;

GSM Gateway: any equipment containing a SIM Card which enables the routing of call or sending of text messages from fixed apparatus to mobile equipment by establishing a mobile to mobile call or data connection;

Mobile Equipment: any phones, SIM Cards and related items (including USB modems and phone chargers packaged along with a phone) or other equipment provided by the Supplier to the Client under this Agreement for use in connection with the Mobile Telephony Service;

Mobile Telecommunications Network: a telecommunications network used for the provision of mobile telecommunications services;

Mobile Telephony Service: the mobile telecommunications service supplied by the Supplier under this Agreement and applicable Statement of Work; and

SIM Cards: the subscriber identity module provided by the Supplier to the Client in accordance with this paragraph 4 and applicable Statement of Work.

Use of SIM Cards

4.2 Where the supply of Telephony and Internet Services by the Supplier includes the provision of Mobile Telephony Services, the Supplier shall provide such number of SIM Cards as is set out in the Statement of Work. For the avoidance of doubt, title to the SIM Cards shall remain with the Supplier.

4.3 Any attempt to use a SIM Card in other equipment that is not Mobile Equipment or otherwise approved by the Supplier in writing may result in serious damage to the Mobile Equipment and may prevent the End User from being able to use it, including the making of emergency calls. In these instances, neither the Supplier nor any Third Party or Network operator shall be responsible for any such damage or usage problems. In addition, the Client agrees not to establish, install or use a SIM Card or any Mobile Equipment in connection with a GSM Gateway without the Supplier's prior written consent (including devices tethered via cable, Bluetooth or Wi-Fi, to a computer or the Internet when making large volumes of calls, using large volumes of data or sending large volumes of texts). The Supplier reserves the right to withhold its consent for this activity at its sole discretion.

4.4 The Supplier will provide the Client with sufficient mobile numbers as are necessary for the Client to receive the Mobile Telephony Service, or (where feasible) use reasonable endeavours to facilitate the porting of mobile numbers from another Mobile Telecommunications Network in accordance with standard porting procedures between Mobile Telecommunications Networks in the United Kingdom. Nothing in this Agreement shall be construed as granting to the Client any right in relation to the mobile numbers other than to receive the Mobile Telephony Service as described in the Agreement and applicable Statement of Work.

Disconnection of SIM Cards

4.5 The Client may give the Supplier written notice to disconnect a SIM Card at any time. Within thirty (30) days from receipt of such notice, the Supplier will disconnect the relevant SIM Card from the Mobile Telephony Service.

4.6 In the event that the Client provides such disconnection notice prior to the expiry of the Initial Term or a Subsequent Term (as the case may be), the Client shall pay to the Supplier any applicable Early Termination Charges.

Services and Coverage

4.7 The Supplier shall use reasonable endeavours to facilitate the Client's access to overseas Mobile Telecommunications Networks. The Client agrees that the Supplier is not responsible for the performance of any Mobile Telecommunications Networks that are not controlled by the Supplier (including those within the United Kingdom). Overseas Mobile Telecommunications Networks may be limited in quality and coverage, and the Client acknowledges that access, service availability and security depends on various factors outside of the Supplier's control and, accordingly, the Supplier shall not be liable for any failure or non-performance of the Mobile Telephony Services as a result of the same.

4.8 The Client will be able to upload and send its own content using the Mobile Telephony Service. The Client grants to the Supplier, any Third Party and any Network operator a royalty-free, perpetual and worldwide licence to store, transmit or otherwise deal with any content so uploaded.

4.9 Where the Client opts in to any international roaming services provided as part of the Mobile Telephony Service, the Client accepts that it is agreeing to opt out of any automatic barring (including any European regulatory barring) and agrees to pay for all roamed usage in addition to all other Charges and bundles for which it is liable.

Securing pin, passwords and SIM Card

4.10 The Client shall ensure that it keeps all SIM Cards supplied by the Supplier safe and secure whilst in its possession and must ensure that it is able to return the SIM Cards to the Supplier immediately on request. The Client acknowledges and agrees that there will be a charge for any replacement SIM Card supplied by the Supplier save only where the original SIM Card is assessed by the Supplier as being defective.

4.11 The Client shall immediately change its PIN or password if it or the Supplier becomes aware that someone is accessing Services on the Client's account without the Supplier's permission.

Age Restricted Services

4.12 If any End User is under the age of 18, they are not permitted to access Age Restricted Services (if any) and the Client will ensure that it has deactivated any access to Age Restricted Services in the event that anyone under the age of 18 use the Mobile Equipment. If an End User is under the age of 18 or over and accesses the Age Restricted Services, they must not show or send content from the Age Restricted Services to anyone aged under 18. The Client shall procure that all End Users comply with this paragraph.

Responsible use of Mobile Telephony Services outside the UK

4.13 If the Client uses the Mobile Telephony Services from or in a country outside the UK, its use of the Mobile Telephony Services may be subject to laws and regulations that apply in that other country. The Client shall be solely responsible for compliance with all such foreign laws and regulations and the Supplier shall have no liability whatsoever for the Client's failure to comply with such foreign laws or regulations.

Porting to another provider

4.14 If the Supplier receives a written request from the Client to port a mobile number to another provider, the Supplier shall use reasonable endeavours to facilitate the provision of a porting authorisation code ("PAC") to the Client in accordance with current regulatory guidelines. The Supplier shall be entitled to charge the Client an administration Charge per mobile number to cover the cost of removing such number from the Mobile Telephony Service, at Supplier's then current rates for carrying out such porting request.

4.15 If the Client ports a mobile number away from the Supplier then, in addition to the administration Charge referred to above at paragraph 4.14, the Client shall be liable for any outstanding fee due to the Supplier pursuant to this Agreement, including any Early Termination Charges.

5. Service Equipment and Service Locations

5.1 The Supplier and its agents and subcontractors may during the term of the Telephony and Internet Services: (i) install and keep installed the Service Equipment at each Service Location; and (ii) the right to enter and re-enter each Service Location as and when required in order to install, test, operate, maintain and remove the Service Equipment.

5.2 The Client shall (i) prepare and provide reasonable access to the Service Location to enable the Supplier (and/or their sub-contractors) to provide the Telephony and Internet Services (ii) prepare and provide a safe and suitable environment for housing the Service Equipment, including appropriate protection from weather, security, availability of power, cooling, heating and ventilation and (iii) maintain adequate policies of insurance which provide cover for the Service Equipment. The Client shall comply with health and safety regulations and other applicable standards in relation to staff of the Supplier (and/or their subcontractors) attending each Service Location.

5.3 The Client shall be responsible for the maintenance of the Client Hardware and cables connected to the Network unless otherwise agreed by the Parties.

5.4 The Client shall not make any replacement, interference, modification, adjustment or connection to the Service Equipment save as agreed by Supplier in writing.

5.5 The Client shall:

(a) not stack any equipment or materials on top of Service Equipment;

(b) take all reasonable steps to secure against any unauthorised use of the Service Equipment;

(c) ensure the safe keeping of the Service Equipment at a Service Location and indemnify Supplier for any loss or damage to the Service Equipment other than arising from the acts or omissions of Supplier or its sub-contractors;

(d) ensure that all Service Equipment located in any Service Location or otherwise connected to the Network has the relevant electrical protection and failsafe measures, labelling and instructions for use as may be required by law and is connected to the Network and used in accordance with any applicable laws and instructions;

(e) ensure the compatibility of any applications, including Client Hardware, the Client's wish to use with the Telephony and Internet Services and ensure that any such applications do not harm the Network, Telephony and Internet Services, or any other Client's network or equipment; and

(f) with the exception of Service Equipment the Client shall be responsible for providing computer hardware, software and telecommunications equipment and services to access and use the Telephony and Internet Services.

5.6 Ownership and title in the Service Equipment shall remain with the Supplier at all times during the Term of the relevant Telephony and Internet Service, unless agreed otherwise in writing between the Parties. The Client shall not charge, mortgage or otherwise deal with the same and shall use all reasonable efforts to prevent third parties from asserting rights in relation to the Service Equipment.

5.7 The Client shall ensure that all equipment connected to a Telephony and Internet Service is connected to and used with the Telephony and Internet Service in accordance with the published instructions and any safety and security procedures notified to the Client.

5.8 The Supplier makes no warranty that a Telephony and Internet Service will interoperate properly with any equipment not procured from the Supplier in connection with that Telephony and Internet Service.

5.9 The Client shall ensure that the Service Equipment is made available to the Supplier for collection in its original packaging or packaging provided by the Supplier and in good working order within two (2) weeks of cessation of Telephony and Internet Service. If not returned, the Supplier may charge the Client the full cost of replacement at manufacturer's list price at that time.

5.10 The Client shall notify the Supplier in writing promptly after becoming aware that it is in breach of this paragraph 5. Where the Client does not comply with this paragraph 5 or any other obligations under the Agreement and such non-compliance results in or is likely to result in a Telephony and Internet Service Failure or period where there is no network availability, the Supplier will use reasonable endeavours to notify the Client of the matter promptly so that the Client can remedy the non-compliance within a reasonable period, and in any event no later than thirty (30) days from receiving notice of the matter. If the Client does not remedy the non-compliance the Supplier shall have the right to immediately suspend the Telephony and Internet Services, at the Client's expense, until non-compliance has been remedied to the Supplier's reasonable satisfaction. Where non-compliance is not remedied for three (3) or more months following notice of the matter by the Supplier, the Supplier shall have the right to terminate the applicable Telephony and Internet Services, and the Client shall pay the associated Early Termination Charges.

5.11 Unless otherwise agreed in a Statement of Work, the Supplier shall not be responsible for assessing the Client's facilities, computer and/or transmission capacity requirements, the Client shall be solely responsible for assessing its requirements, and for the avoidance of doubt, the Supplier shall have no liability under or in connection with the Agreement to the extent that the Client's stated requirements are inadequate or are otherwise not fit for purpose.

5.12 The Supplier shall have the right to examine, from time to time, the Client's use of the Telephony and Internet Services and the nature of the data/information that the Client is transmitting or receiving via the Telephony and Internet Services where such examination is necessary: (i) to protect and/or safeguard the integrity, operation and functionality of the networks; and/or (ii) to comply with police, judicial, regulatory or governmental orders, notices, directives or requests.

5.13 The Client warrants and represents that:

(a) it shall not introduce any viruses, and shall not allow any viruses to be introduced, to the Network;

(b) it shall comply with all applicable laws, rules and regulations of governmental entities, having jurisdiction over such performance, including any health and safety legislation and environmental legislation;

(c) upon the Supplier's request, it shall immediately give the Supplier all assistance, cooperation and information necessary in order for the Supplier to comply with its obligations under the Regulation of Investigatory Powers Act 2000 and all laws regarding data protection and data retention.

5.14 The Supplier will have no liability to the Client relating to the provision or performance of any Telephony and Internet Services affected by the any failure by Client to comply with this paragraph 5. The Client shall indemnify the Supplier, its representatives, agents and subcontractors in respect of all and any costs, losses, damages, expenses (including legal expenses), fines and penalties, proceedings, actions, liabilities, and claims incurred by or brought or threatened against, the Supplier as a result of a breach of this paragraph 5.

5.15 Any breach by the Client of the provisions of this paragraph 5 shall be deemed a material breach of the Agreement.

6. Telephony and Internet Service suspension/alternation

6.1 Without prejudice to its other rights or remedies hereunder or generally at law, the Supplier may suspend provision of the Telephony and Internet Services or any part thereof without liability to Client:

(a) forthwith on written notice to Client (i) where the Supplier reasonably believes the Client is in breach of paragraph 5; and/or (ii) where the Supplier has a right to terminate the Agreement, irrespective of whether it has exercised such right; and/or (iii) where the Client fails to pay any Charges, subject to the Supplier giving Client at least fourteen (14) days prior written notice of its failure to pay and threatening suspension and such notice having expired without due payment by the Client) (iv) where Supplier is required to comply with an order, instruction or request of a Government, court, agency or other competent administrative or regulatory authority, provided that Supplier gives written notice to Client where practicable;

(b) as provided in paragraph 6.3; and/or

(c) temporarily with as much notice as is reasonably practicable in the circumstances where such suspension is required for operational or technical reasons as provided in paragraph 6.3. The Supplier shall reinstate the Telephony and Internet Services suspended under this paragraph 6.1.(c) as soon as reasonably practicable.

6.2 The Supplier shall reinstate Telephony and Internet Services suspended under paragraph 6.1 in its absolute discretion which shall in any event be subject to payment by the Client of a charge as set out in the Statement of Work and any direct pass through costs incurred by the Supplier as a result of suspension and/or reinstatement. If the Supplier has not reinstated a Telephony and Internet Service suspended under paragraph 6.1 within a period of thirty (30) days from the date of suspension, such Telephony and Internet Services shall terminate automatically at the expiry of such thirty (30) day period, in which event the provisions of paragraph 7 and Clause 16 of the Agreement shall apply.

6.3 The Supplier shall be entitled to terminate, suspend or modify a Telephony and Internet Service and related Telephony and Internet Service, without any liability, if any consent, licence or authorisation which the Supplier requires in order to provide that Telephony and Internet Service is not obtained, withdrawn or otherwise cancelled or the provision of the Telephony and Internet Service would result in Supplier being in breach of contract to a third party; in the event of a modification that is materially detrimental to the Telephony and Internet Service, the Client shall have the right to terminate the Telephony and Internet Services by written notice to the Supplier, such notice to have immediate effect. The Supplier shall use its reasonable endeavours to give the Client reasonable notice prior to such termination or modification taking effect. Any charges paid in advance for the terminated Telephony and Internet Services in respect of the period after termination shall be refunded to the Client save to the extent that these are in respect of committed carrier charges that cannot be recovered by the Supplier from the carrier.

6.4 Temporary changes may be made to the Network or the technical specification of a Telephony and Internet Service from time to time for operational or technical reasons including to suspend, modify, change, add to or replace any part of the Network or Telephony and Internet Services. If these changes will be materially detrimental to the Telephony and Internet Service the Supplier will use reasonable endeavours to inform Client in advance.

6.5 The Supplier may from time to time carry out maintenance to the Network and/or Telephony and Internet Service for purposes of providing new installations, updating facilities and general maintenance ("Scheduled Maintenance"), during which the Telephony and Internet Service will be unavailable. The Supplier will use reasonable endeavours to provide at least seven (7) calendar days' notice of any Scheduled Maintenance.

6.6 Where the Supplier needs to carry out emergency maintenance or any maintenance that is not Scheduled Maintenance ("Emergency Maintenance") to any Telephony and Internet Service and/or the Network, the Supplier may carry out such Emergency Maintenance and will give as much notice as is reasonably practicable and will explain why the maintenance is necessary and why short notice has to be given. It may only be possible to give this notification after the Emergency Maintenance has taken place.

7. Allocation and use of Telephone Numbers

Where the Supplier allocates the Client any telephone numbers or codes as part of the Services, the Client acknowledges that it will not acquire any legal, equitable or other rights in relation to any numbers or codes. The Supplier may on giving the Client notice, withdraw or change any such numbers or codes. The Client may not sell or transfer or seek to sell or transfer any numbers or codes allocated by the Supplier. The Client may port numbers to the Supplier and may also port numbers to other carriers with whom the Supplier has porting agreements. All Intellectual Property Rights or other rights in any numbers or codes allocated by the Supplier shall at all times, as between the Parties, remain vested in the Supplier.

8. Termination

8.1 The Telephony and Internet Services shall commence on the date stated in the relevant Statement of Work and shall remain in full force unless terminated in accordance with such Statement of Work. Notwithstanding any termination of the Telephony and Internet Services, the Client shall remain liable for the Charges payable for all remaining amounts owing up to the end of the Statement of Work term.

8.2 On termination:

(a) the Client shall permit the Supplier and their authorised representatives, agents and subcontractors access to each Service Location to remove the Service Equipment; and

(b) to the extent that the Client has requested in writing that the Supplier ports the Telephony and Internet Services to a third party supplier, the Supplier shall be entitled to charge the Client at Supplier's then current rates for carrying out such porting request.

9. Liability

9.1 The Supplier is not liable, and will not be liable in any circumstances for any loss or damage, whether direct or indirect, which results or may result from:

(a) the Client's, access to, or inability to access, the internet or use therefore for any purpose whatsoever; and/or

(b) any reliance on or use of information, service or goods purchased on or through the Telephony and Internet Service or the internet.

9.2 Subject to Clause 12 of the Agreement, but notwithstanding anything else in these Telephony and Internet Terms, the Supplier shall not be liable in contract, tort (including negligence or breach of statutory duty) for:

(a) losses or claims relating to the transmission or receipt of infringing or unlawful information or content of whatever nature transmitted via the Telephony and Internet Service;

(b) loss of, damage to or corruption of data, or files, stored, transmitted or used on the Network;

(c) loss or damage suffered by Client as a result of any virus or other hostile computer program, denial of service, spamming, or hacking being introduced via the Telephony and Internet Service.

10. Miscellaneous

10.1 Tariffs

Where the Client requests a tariff renew and the Supplier agrees to amend the Client's tariff, a new committed period of the chosen duration will be deemed to start from the date upon which the tariff is amended.

SCHEDULE 6 – DEVICES AS A SERVICE TERMS

1. Interpretation

1.1 The following definitions in this paragraph 1 apply in this Schedule 6 (Device as a Service Terms).

Additional Parts: all additional and spare components supplied in connection with the Rental Devices, including but not limited to, power supplies, sub-assemblies and peripherals.

Approved Vendor: the manufacturer or a third party who has been approved by the manufacturer of the Devices to perform repairs and/or adjustments to Devices to restore the Device to the original OEM quality or standard as approved by such manufacturer or third party.

Approved Warranty: the warranty provided by the manufacturer as set out in the Statement of Work (as applicable).

Client Devices: the Client owned devices which shall be managed by the Supplier in accordance with these Device as a Service Terms and which are identified expressly in the Inventory.

Corrective Maintenance: replacing any parts or components of the Device, or the Device itself, as required to restore the Device to Working Order by the Approved Vendor under warranty

Delivery: the transfer of physical possession of the Rental Devices to the Client at the Client Site.

Deposit: the deposit amount set out in the relevant Statement of Work.

Devices: the Client Devices and the Rental Devices as set out in the Inventory.

End User: an employee of the Client that is authorised to access and use the Devices.

Excluded Cause: has the meaning given in paragraph 9.3(c)(iii).

Inventory: a list of Devices.

Maintenance Services: the maintenance services that the Supplier shall provide in relation to the Devices, which shall include Corrective Maintenance, as more fully described in the relevant Statement of Work.

OEM: the original equipment manufacturer of the Devices.

Rental Devices: the devices, which shall include all necessary Additional Parts, to be rented by the Client from the Supplier in accordance with this Schedule 6 and as identified expressly in the relevant Statement of Work.

Rental Period: the term as specified within the Statement of Work.

System Audit: an inspection of the Devices or part thereof either remotely or at the Client Site, which does not include repair or replacement.

Ticket: an issue logged through the Supplier's portal reporting a defect or malfunction in a Device covered by the Maintenance Services.

Working Order: operating in accordance with the applicable specification as set out in the Statement of Work.

1.2 Except as defined in these Devices as a Service Terms, capitalised terms shall have the meanings given to them in the Agreement.

1.3 In the event of conflict with the terms of these Device as a Service Terms and the Agreement, the provisions in these Device as a Service Terms shall take precedence and in the event of a conflict with the terms of these Device

as a Service Terms and a Statement of Work, the provisions of the Statement of Work shall take precedence over these Device as a Service Terms.

2. Rental Devices and Rental Period

2.1 The Client shall hire the Rental Devices from the Supplier subject to the terms and conditions of these Device as a Service Terms and the Agreement for the Rental Period.

2.2 The Rental Period starts on the Services Commencement Date and shall continue for the period as stated within the relevant Statement of Work unless and until the Agreement is terminated earlier in accordance with its terms. At the Supplier's sole discretion, the Supplier may extend the Rental Period in accordance with the Statement of Work and these Device as a Service Terms.

2.3 The Supplier reserves the right to amend the Statement of Work if required by any applicable statutory or regulatory requirements.

2.4 The Supplier shall not, other than in the exercise of its rights under these Device as a Service Terms or the Agreement, or applicable law, interfere with the Client's quiet possession of the Rental Devices.

2.5 The Deposit is a deposit against default by the Client of payment of any Fees or any loss of or damage caused to the Rental Devices. The Client shall pay the Deposit on the date of the relevant Statement of Work, or as otherwise agreed between the Parties. If the Client fails to pay any Fees due in accordance with the relevant Statement of Work, or causes any loss or damage (fair wear and tear excluded) to the Rental Devices (in whole or in part) in accordance with paragraph 10.3, the Supplier shall be entitled to apply the Deposit against such default, loss or damage. The Client shall pay to the Supplier any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable within ten (10) Business Days of the end of the Rental Period.

3. Delivery of the Rental Devices

3.1 Delivery of the Rental Devices shall be made by or on behalf of the Supplier. The Supplier shall use its commercially reasonable endeavours to effect Delivery of the Rental Devices as set out under the relevant Statement of Work but any such dates shall be estimates only and time of delivery is not of the essence.

3.2 Risk in the Rental Devices shall transfer in accordance with paragraph 4.2 of these Device as a Service Terms.

3.3 The Client shall procure that a duly authorised representative of the Client is present at the Delivery of the Rental Devices. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Delivery is accurate and complete. If required by the Supplier, the Client's duly authorised representative shall sign a receipt confirming such acceptance.

3.4 The Supplier may make Delivery of the Rental Devices in instalments.

3.5 The Client shall provide the Supplier with all relevant information and assistance it may require to make Delivery of the Rental Devices and shall ensure that the conditions at the Client Site allow safe and prompt Delivery of the Rental Devices.

3.6 The Supplier shall have no liability for any failure to deliver the Rental Devices to the extent that such failure is caused by:

(a) a delay from the OEM, third party supplier or other third party;

(b) a Force Majeure Event; or

(c) the Client's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the Delivery of the Rental Devices.

3.7 If ten (10) Business Days after the day on which the Supplier first attempted to make Delivery of Rental Devices the Client has not taken delivery of those Rental Devices or otherwise fails to make satisfactory (in the sole opinion of the Supplier) arrangements relating to Delivery of the Rental Devices, and fails to do so for a further ten (10) Business Days' after receiving written notice from the Supplier, the Supplier may hire out the Rental Devices to another party or otherwise dispose of part or all of the Rental Devices and the Supplier shall not be liable to the Client for the delay or failure in provisioning the Rental Devices.

3.8 If the Client does not take Delivery of the Rental Devices on time for any reason, the Supplier may store and insure it pending Delivery, and the Client shall be responsible for paying any reasonable costs incurred by the Supplier for the storage and insurance charges.

4. Title, Risk and Insurance

4.1 The Rental Devices shall at all times remain the property of the Supplier, and the Client shall have no right, title or interest in or to the Rental Devices (save the right to possession and use of the Rental Devices in accordance with these Devices as a Service Terms).

4.2 The risk of loss, theft, damage or destruction of the Rental Devices shall pass to the Client on Delivery. The Rental Devices shall remain at the sole risk of the Client during the Rental Period and any further term during which the Rental Devices are in the possession, custody or control of the Client ("Risk Period") until such time as the Rental Devices are returned to the Supplier. During the Rental Period and the Risk Period, the Client shall, at its own expense, obtain and maintain the following insurances:

(a) insurance of the Rental Devices to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;

(b) insurance for such amounts as a prudent owner or operator of the Rental Devices would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Rental Devices; and

(c) insurance against such other or further risks relating to the Rental Devices as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Client in writing.

4.3 The Client shall be responsible for paying any deductibles due on any claims under such insurance policies.

4.4 The Client shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Rental Devices arising out of or in connection with the Client's possession or use of the Rental Devices and shall comply with any relevant requirements under the Client's insurance policies relating to such loss, accident or damage to the Rental Devices.

4.5 If the Client fails to effect or maintain any of the insurances as specified in paragraph 4.2, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Client.

4.6 The Client shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

5. Device Inventory and System Audits

5.1 Subject to paragraph 7.1(a), the Supplier shall maintain an Inventory during the Term including details of the Devices, including serial number, model, asset tag, warranty and purchase information, designated user and location, and any other details as agreed in the Statement of Work.

5.2 Prior to the Services Commencement Date, the Supplier may during Normal Business Hours, inspect the Client Devices, including where necessary at the Client Site, to confirm that they are, in the Supplier's reasonable opinion, in Working Order. If work is required to put the Client Devices into Working Order, the Supplier will notify the Client accordingly.

5.3 The Supplier will be entitled at least once every six (6) months during the Term or as otherwise agreed between the Parties and (except in the event of an emergency), on reasonable notice, to carry out a System Audit within Normal Business Hours to confirm that, in the Supplier's opinion, the Devices are in Working Order. If work is required to put any Device into Working Order, the Supplier will notify the Client accordingly.

5.4 The Supplier will give the Client written notice if, in its reasonable opinion:

(a) any Client Device is identified as "end of life";

(b) if a Client Device becomes beyond reasonable repair or spare parts become not readily available;

(c) if faults in and/or the Client Device's condition are such that overhaul or replacement is necessary;

(d) if the Client Device is no longer economically viable to maintain; or

(e) if the Client Device requires upgrading or updating.

5.5 If the Client does not, within twenty (20) Business Days of the Supplier's notification (or such longer period as the Parties agree) and at its own expense:

(a) have the work referred to in paragraphs 5.2 or 5.3 carried out; or

(b) overhaul or replace the Client Device as referred to in paragraph 5.4,

the Supplier may on written notice exclude that Client Device from the Inventory.

6. Payments

6.1 The Client shall pay the Charges for the Rental Devices and the Maintenance Services as more fully set out in the relevant Statement of Work.

7. Client Obligations

7.1 The Client shall, and procure that each End User shall, during the Term:

(a) provide the Supplier (i) before the Services Commencement Date, and (ii) during the Term promptly on request, with a detailed and accurate list of Client Devices and provide reasonable assistance and co-operation to the Supplier in relation to the Client Devices, including providing information concerning the Client Devices application, use, location and environment as the Supplier may reasonably request to enable it to perform its obligations under these Device as a Service Terms;

(b) ensure that the Devices are kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier or recommended by the relevant OEM;

(c) take such steps (including compliance with all safety and usage instructions provided by the Supplier or the relevant OEM) as may be necessary to ensure, so far as is reasonably practicable, that the Devices are at all times safe and without risk to health when a Device is being used, cleaned or maintained by a person at work;

(d) except where the Supplier is providing Maintenance Services, maintain at its own expense the Devices in good and substantial repair (fair wear and tear excepted);

(e) make no alteration to the Devices and shall not remove any existing component (or components) nor remove, deface or obscure any identifying mark from the Devices;

(f) keep the Supplier fully informed of all material matters relating to the Devices;

(g) at all times keep the Devices in the possession or control of the Client or its End Users;

(h) maintain operating records of the Devices and make copies of such records readily available to the Supplier, together with such additional information as the Supplier may reasonably require;

(i) comply with the terms of any applicable end user licence agreement imposed by the relevant OEM that may be included as part of the Devices;

(j) not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Rental Devices or allow the creation of any mortgage, charge, lien or other security interest in respect of them;

(k) not suffer or permit the Rental Devices to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Rental Devices are so confiscated, seized or taken, the Client shall notify the Supplier immediately and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Rental Devices and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(l) not use the Devices for any unlawful purpose;

(m) ensure that the packaging of the Rental Devices is retained and kept in good condition (fair wear and tear excepted) at the Supplier's sole discretion;

(n) return the Rental Devices at the end of the Rental Period at such address as the Supplier requires, or if necessary irrevocably grant a licence to the Supplier, its employees and agents to enter any Client Site or any premises where the Devices are located for the purpose of removing the Devices;

(o) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 16.2(b) or Clause 16.2(c) of the Agreement;

(p) not do or permit to be done anything which could invalidate the insurances referred to in paragraph 4; and

(q) not install or use unlicensed software.

7.2 The Client acknowledges that the Supplier shall not be responsible for any loss of or damage, defect, fault or impairment of the Devices arising out of or in connection with the Client's negligence, misuse, mishandling of the Devices, breach of these Device as a Service Terms or otherwise caused by the Client or its officers, employees, agents and contractors, and the Client shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all

other professional costs and expenses) suffered or incurred by the Supplier arising out of, or in connection with any failure by the Client to comply with the terms of these Device as a Service Terms.

8. Warranties and Service Levels

8.1 The Supplier warrants that it shall carry out any necessary installation or Maintenance Services relating to the Devices using personnel of the required skill, experience and qualifications and with all due skill, care and diligence in accordance with Good Industry Practice.

8.2 The Supplier warrants that each of the Rental Devices shall substantially conform to its specification as set out in the relevant Statement of Work.

8.3 The Supplier's only liability to the Client if the Devices fail to comply with the warranty set out in paragraph 8.2 of these Device as a Service Terms is as set out in paragraph 9.4 of these Device as a Service Terms.

9. Maintenance Services

9.1 The Supplier shall provide Maintenance Services on the Devices, as more fully set out in the relevant Statement of Work.

9.2 The Client may raise a Ticket in the event of a defect, fault or impairment of the Devices which shall contain reasonably detailed information relating to the relevant defect, fault or impairment and the affected Device(s).

9.3 On receipt of a valid Ticket, the Supplier shall use its commercially reasonable endeavours to complete the Corrective Maintenance as more fully set out in the Statement of Work and to the extent it reasonably can, during the Term (or, in relation to any Rental Devices, the Rental Period, if shorter), provided that:

(a) the Client notifies the Supplier of any defect in writing within five (5) Business Days of the defect occurring or of becoming aware of the defect;

(b) the Supplier is permitted to make a full examination of the relevant Device; and

(c) the defect, fault or impairment did not materialise as a result of:

(i) misuse, neglect, alteration or mishandling by the Client or its End Users or from unauthorised manipulation by any person other than the Supplier’s authorised personnel;

(ii) a use of the Devices in breach of these Device as a Service Terms; or

(iii) or directly attributable to, defective material, workmanship or design (together with (i) and (ii) above, the “Excluded Causes”).

9.4 In relation to Rental Devices, subject to paragraph 7.2 and other than where the defect is as a result of an Excluded Cause, if the Supplier is unable to remedy any material defect in any Rental Devices in accordance with paragraph 9.1, the Supplier shall, at its sole discretion, (i) make an appropriate substitution for the defective Rental Device; or (ii) accept the return of part or all of the Rental Devices and allow a reduction to the Fees payable during the remaining term of the applicable Statement of Work that is equivalent to the price of the defective Rental Device.

9.5 Where, at the Supplier’s sole discretion, the Supplier is performing or has performed the Maintenance Services in circumstances where it is reasonably established that the relevant Device was not in Working Order due to any of

the Excluded Causes, the Supplier may charge, and the Client shall pay, any additional fees in respect of that work as set out in the relevant Statement of Work.

9.6 A representative of the Supplier shall, at the Supplier's sole discretion, attend the Client Site to perform the Corrective Maintenance. The Supplier's representative shall perform the Corrective Maintenance during Normal Business Hours at such times as may be agreed in advance between the Client and the Supplier from time to time.

9.7 The Supplier's Representative will use its commercially reasonable endeavours to repair the relevant Devices(s) during that visit at the Client Site. If that is not reasonably practicable (or it is not reasonably practicable to do so during Business Hours) the Supplier's representative shall either arrange for a further visit to the Client Site within Business Hours to complete the repair, or remove the defective Device(s) (or part of the defective Device(s), if applicable) for repair off-site.

9.8 The Supplier shall not be liable for any delay in providing the relevant repair and/or maintenance if in the Supplier's reasonable opinion it needs to remove the Device (or part of the Device, if applicable) from the Client Site, and the Client unreasonably refuses this request.

9.9 The Supplier shall:

(a) provide to the Client from time in writing such information as to the application and use of the Devices as received from the relevant OEM or as may be otherwise available to the Supplier and as the Supplier may reasonably determine to be necessary or desirable to be provided; and

(b) use commercially reasonable endeavours to respond promptly, during Business Hours, by telephone or in writing, as appropriate, to any request from the Client for information concerning the application and use of the Devices, or the repair of any defect in or malfunctioning of the Devices.

9.10 The Maintenance Services do not extend to:

(a) any Device not specified in the Inventory including any Device which is in any way changed from that included in the Inventory;

(b) any Device which exceeds the term of the Approved Warranty as set out in the Statement of Work;

(c) refurbishment or repair of casings or outer surfaces caused by accidental or deliberate damage at the Approved Vendor's discretion;

(d) backup of any Client Data on the Devices;

(e) reinstatement of customised versions of the standard desktop/operating system;

(f) deploying security patches or updates unless expressly included in the Services as set out in the Statement of Work;

(g) network issues or issues with the Client's wi-fi network;

(h) resolving the consequences of security breaches and incompatibilities in hardware and/or software; and

(i) any services which are specifically excluded in the Statement of Work.

10. Consequences of Termination

10.1 On expiry or termination of the Agreement or the applicable Statement of Work (as the case may be), however caused:

(a) the Supplier's consent to the Client's possession of the Rental Devices shall terminate;

(b) the Client shall be responsible for the backup of Client Data before the Supplier retakes possession of the Rental Devices;

(c) the Supplier may with or without notice and at the Client's expense, request a suitable time, date and location to retake possession of the Rental Devices and for this purpose the Client irrevocably licenses the Supplier, its officers, employees and agents, to enter any premises of the Client (including with vehicles) at which the Rental Devices are located; and

(d) without prejudice to any other rights or remedies of the Client, the Client shall pay to the Supplier on demand:

(i) all Fees and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to the Agreement; and

(ii) any costs and expenses incurred by the Supplier in recovering the Rental Devices or in collecting any sums due under the Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

10.2 The Supplier will inspect the Rental Devices and determine if Client returned the Rental Devices in Working Order and in accordance with its obligation at paragraph 7.1(d) where applicable at the end of the Rental Period or on termination of the Agreement for any reason. If the Supplier, in its sole discretion, finds that the condition of the Rental Devices is not deemed to be in Working Order or in accordance with its obligation at paragraph 7.1(d) where applicable, the Supplier will be entitled to recover any costs or expenses it expects to incur to replace or restore the Rental Devices to Working Order.

10.3 The sums payable pursuant to paragraphs 10.1 and 10.2 shall be agreed compensation for the Supplier's loss and shall be payable in addition to the sums payable pursuant to paragraph 10.1(d). Such sums may be partly or wholly recovered from any Deposit.