



**TERMS AND CONDITIONS
FOR THE SALE OF EQUIPMENT,
LICENSING & SERVICES**

**Version 7 – February
2026**

The Customer's attention is particularly drawn to the provisions of clause 12.

1. Interpretation

1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

Acceptance Date, has the meaning given in clause 3.5.

Assets, means any Customer-site Equipment, Software or Intellectual Property Rights used by the Supplier exclusively for the delivery of the Managed Services to the Customer.

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

Change Control Procedure, means the procedures set out in clause 10.6.

Confidential Information, means all information (however recorded or preserved) disclosed by a party or its employees, consultants, officers, representatives, advisers, agents or sub-contractors involved in the provision or receipt of the Services (together, its Representatives) to the other party or 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.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

CSRs, has the meaning given in paragraph 3.1 of Schedule 5.

Customer Account Team, means the individuals appointed by the Customer from time to time who shall serve as the Supplier's primary contacts for the Supplier's activities under this Agreement. The initial members of the Customer Account Team are listed in Schedule 2.

Customer Data, means any information that is provided by or on behalf of the Customer to the Supplier as part of the Customer's use of the Services, including any information derived from such information.

Customer Personal Data, means any personal data comprised in the Customer Data.

Customer Site, means any premises occupied by the Customer at which it receives the Managed Services.

Customer-site Equipment, means any equipment located or to be located on a Customer Site but controlled or to be controlled exclusively by the Supplier as part of the Managed Services, but excluding the Hardware.

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

Customer's Project Manager, means the member of the Customer Account Team appointed in accordance with clause 8.1.3. The Customer's Project Manager at the Effective Date is named in Schedule 2.

Customer Software, has the meaning given to that term in the definition of Software.

Data Protection Legislation, means 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.

Domestic Law, means the law of the United Kingdom or a part of the United Kingdom.

Effective Date, means the date when it has been signed by both parties. Following this the Supplier shall date this Agreement.

For services added subsequently to the agreement start date then the agreement start date for said services would be the date shown in the related suppliers proposal document.

Exit Plan, has the meaning given in clause 18.1, as such exit plan is updated and amended by the parties from time to time in writing.

Extended Term, has the meaning given in clause 17.1.

Fees, means the fees payable to the Supplier, as described in Schedule 1.

Force Majeure Event, means an event which is beyond the reasonable control of the party seeking to rely on such event (except to the extent such party could reasonably have avoided such event or its consequences by implementing such business continuity and/or disaster recovery measures and otherwise exercising such level of care in each case as could reasonably be expected of a party in its position.

Good Industry Practice, means the standards that fall within the upper quartile for the provision of business-critical managed services substantially similar or identical to the Managed Services, having regard to factors such as the nature and size of the parties, the Service Level Arrangements, the term, the pricing structure and any other relevant factors.

Hardware, means all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by the Supplier (or any of its sub-contractors) to deliver any of the Services to the Customer as set out in Schedule 4.

Incident, means any Vulnerability, Virus or security incident which:

(a) may affect the Assets;

(b) may affect the Supplier's network and information systems such that it could potentially affect the Customer or the Assets; or

(c) is reported to the Supplier by the Customer.

Initial Term, means the 12 month period from the Effective Date of this agreement for IT Support, as shown in the accompanying signed and binding proposal

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

Known Vulnerability, means any Vulnerability that has either:

(d) been assigned a Common Vulnerabilities and Exposures (CVE) number;

(e) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or

(f) been disclosed on the internet, or any [open] public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

Maintenance, means any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Managed Services, as well as any other support or training services to be provided to the Customer under this Agreement, all as described in Schedule 5.

Maintenance Events, has the meaning given in paragraph 2 of Schedule 5.

Managed Services, means the service described in the Managed Services Specification to be performed by the Supplier in accordance with this Agreement.

Managed Services Specification, means the specification for the Managed Services as described in Schedule 4.

Mitigate, means the taking of such reasonable steps that would be taken by a prudent supplier in accordance with Good Industry Practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety), provided these are approved by the Customer in writing in advance, and the terms Mitigated and Mitigation shall be construed accordingly.

Normal Business Hours, means the period from 8.30 am to 5.30 pm on any Business Day.

Open Source Software, means any software subject to a version of the General Public License, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of this Agreement.

Permitted Purpose, has the meaning given in clause 15.3.

Priority 1, Priority 2, Priority 3 and Priority 4, have the meanings given in paragraph 3.3 of Schedule 5.

Project Plan, means the plan to be developed or as developed (as applicable) in the planning stage of the Set-up Services.

Regulatory Requirement, has the meaning given in clause 17.8.

Replacement Supplier, means the Customer or any entity with which the Customer contracts (or proposes to contract) to provide services similar to all or any of the Managed Services, Maintenance and Transition Services upon the expiry or termination of all or any part of this Agreement for any reason.

Service Credit, means any credits payable to the Customer in accordance with the Service Level Arrangements.

Service Level Arrangements, means the service level arrangements set out in welcome pack.

Services, means the Set-up Services, the Managed Services, the Maintenance and the Transition Services.

Set-up Services, means the due diligence, configuration and related work referred to in clause 2.1 and Schedule 3, to be performed by the Supplier to set up the Managed Services.

Software, means any software used by the Supplier (or any of its sub-contractors) to provide the Managed Services to the Customer whether owned by a third party (being Third Party Software), by the Customer (being Customer Software) or by the Supplier (being Supplier Software).

Supplier means ITDS MANAGED SERVICES LIMITED registered in England and Wales whose registered address is 28 Fourth Ave, Hove BN3 2PJ and company number 12887375, also referred to as ITDS.

Supplier Account Team, means the individuals appointed by the Supplier from time to time who shall serve as the Customer's primary contacts for the Customer's activities under this Agreement. The initial members of the Supplier Account Team are listed in Schedule 4.

Supplier Facility, has the meaning given in paragraph 3 of Schedule 4.

Supplier's Project Manager, means the member of the Supplier's Account Team appointed in accordance with clause 3.1. The Supplier's Project Manager at the Effective Date is named in Schedule 2.

Supplier Software, has the meaning given to that term in the definition of Software.

Supplier's System, means the information and communications technology system to be used by the Supplier (or any of its sub-contractors) in performing the Services, including the Hardware, the Software, the Customer-site Equipment and communications links between the Hardware and the Customer-site Equipment and the Customer's Operating Environment.

Third Party Software, has the meaning given to that term in the definition of Software.

Transition Services, means the services to be provided by the Supplier to implement the Exit Plan.

Uptime Service Level, has the meaning given in paragraph 1.1 of Schedule 6.

VAT, means value added tax imposed by the Value Added Tax Act 1994 chargeable in the UK.

Virus, includes any malicious code, Trojan, worm and virus, lock, authorisation key or similar device that impairs or could impair the operation of the Software or the Managed Services. Vulnerability, means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

Work Product, means all deliverables and all other reports, documents, materials, techniques, ideas, concepts, trade marks, know-how, algorithms, software, computer code, routines or sub-routines, specifications, plans, notes, drawings, designs, pictures, images, text, audiovisual works, inventions, data, information and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered or made by the Supplier (or any of its sub-contractors) in connection with the Services or which relate in any manner to the Services or which result from any work performed by the Supplier (or any of its sub-contractors) for the Customer, including any and all Intellectual Property Rights therein.

1.2 Clause, Schedule and paragraph headings and any table of contents are included for convenience only and are not intended to and 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 words 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, consolidated, replaced, superseded, re-enacted or otherwise converted, modified or incorporated into law 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 excludes fax but not email.

1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.10 References to clauses and Schedules are to the clauses and schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

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

1.12 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules. If there is an inconsistency between any of the provisions in the main body of this Agreement and the schedules, the provisions in the main body of this Agreement shall prevail.

2. Service requirements

2.1 The Supplier warrants that it is able to provide all of the Managed Services described in the Managed Services Specification in accordance with all applicable descriptions.

2.2 In addition, throughout the term of this Agreement, the Supplier shall be responsible for specifying to the Customer all information reasonably required by the Supplier for the purposes of recommending, advising, establishing, setting-up and providing the Services and the Supplier shall do so in sufficient detail to enable the Customer to supply all such information to the Supplier, so far as it is available to the Customer. The Supplier shall review all such information supplied by the Customer to the Supplier promptly on receipt and shall promptly following receipt notify the Customer of any further information reasonably required by the Supplier.

3. Set-up Services

3.1 The Supplier shall appoint the Supplier's Project Manager, who shall have the authority to contractually bind the Supplier on all matters relating to this Agreement. The Supplier shall use reasonable endeavours to ensure continuity of the Supplier's Project Manager, but has the right, in its absolute discretion, to replace them from time to time where reasonably necessary in the interests of the Supplier's business. In the event of a project manager being altered, we will provide notice of such in a prompt manner.

3.2 The Supplier shall use reasonable endeavours to perform the Set-up Services in accordance with the timetable set out in Schedule 3 and to meet the performance dates set out in Schedule 3, but any such timetable and dates shall be estimates only, and time shall not be of the essence in this Agreement.

3.3 When the Supplier considers that the Managed Services are ready for activation it shall so notify the Customer. Within five Business Days of such notification the Customer shall review the

3.4	operation of the Managed Services to confirm that they function in material conformance with the Managed Services Specification. If the Managed Services fail in any material respect to conform with the Managed Services Specification, the Customer shall give the Supplier a detailed description of any such non-conformance (Error) in writing, within such five Business Day review period. The Supplier shall use reasonable endeavours to correct any Error within a reasonable time and, on completion, notify the Customer that the Managed Services are ready for activation. The provisions of clause 3.3 and this clause 3.4 shall then apply again, up to three additional times. If the Supplier is unable to correct the Error after three attempts, or the Error is deemed not to be rectifiable by the Supplier then the Supplier may terminate immediately, by giving written notice to the Customer, without further liability to the other in respect of the Error or failure to provide the Managed Services in accordance with this Agreement. Where the Error has attempted to be rectified on three attempts, the Customer may terminate this Agreement with immediate effect by giving written notice to the Supplier, without further liability to the other in respect of the Error or failure to provide the Managed Services in accordance with this Agreement.
3.5	If the Managed Services are found to conform with the Managed Services Specification or if the Customer does not provide any notification of Errors within the five Business Day review period described in Clause 3.3, the Managed Services shall be deemed accepted by the Customer as from the date of the notification that the Managed Services conform or expiry of such five Business Day review period without notification of any Errors (in each case the Acceptance Date).
3.5	Construction. In these Conditions, the following rules apply:
3.5.1	a person includes a natural person, corporate or unincorporated body whether or not having separate legal personality.
3.5.2	a reference to a party includes its personal representatives, successors or permitted assigns.
3.5.3	a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
3.5.4	any phrase introduced by the terms including , include , in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
3.5.5	a reference to writing or written includes faxes and e-mails.
3.6	Where any provision contained in the Proposal Document conflicts with any provision of these Conditions, the provisions on these Conditions shall take precedence to the extent of such conflict.
4.	Service provision
4.1	The Supplier shall provide the Managed Services from the Acceptance Date until expiry or termination of this Agreement for any reason as determined by the Supplier.
4.2	The Service Level Arrangements shall apply with effect from the start of the first complete calendar month occurring at least 30 days after the Acceptance Date.
4.3	The Customer shall not store, distribute or transmit through the Managed Services any material that:
4.3.1	is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive;
4.3.2	facilitates illegal activity;
4.3.3	depicts sexually explicit images; and/or
4.3.4	promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion, belief or gender reassignment, or any other illegal activity.
4.4	The Customer shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).
4.5	The Customer must take all reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure as notified to the Customer 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 shall work with the Customer to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including suspending the Managed Services as a whole or in part). If the proposed action or resolution is ever contentious, or the Supplier and Customer are unable to agree a resolution, then the Supplier has the ability to determine the best course of action and a resolution.
4.6	The Customer shall not provide the Managed Services directly or indirectly to third parties.
4.7	The Supplier reserves the right, in its absolute discretion, to:
4.7.1	modify the Supplier's System, its network, system configurations or routing configuration;
4.7.2	modify or replace any Hardware or Software in its network or in equipment used to deliver any Service over its network, provided and to the extent that this has no adverse effect on the Supplier's ability to perform its obligations under this Agreement and its provision of the Services or the Service Level Arrangements. If such changes will have an adverse effect, the Supplier shall notify the Customer and the parties shall implement any necessary changes to the Managed Services through the Change Control Procedure.
5.	Data protection
5.1	Both parties will comply with all applicable requirements of the Data Protection Legislation.
5.2	The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
5.3	The Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
5.3.1	process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data;
5.3.2	ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
5.3.3	ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
5.3.4	not transfer any Personal Data outside of the UK or EEA unless the prior written consent of the Customer has been obtained;
5.3.5	assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
5.3.6	notify the Customer without undue delay on becoming aware of a Personal Data Breach;
5.3.7	at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law to store the Personal Data;
5.3.8	maintain complete and accurate records and information to demonstrate its compliance with this clause 5.
5.3.9	The Customer and its end users acknowledge ITDS's Privacy Policy, which sets out how ITDS handles personal data. This Privacy Policy is available on our website here .
5.4	The Customer consents to the Supplier appointing third party processors of personal data under the Agreement.
5.5	As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.
5.6	The Supplier shall reasonably co-ordinate and assist the Customer in their compliance with the Data Processing Legislation and this clause 5 at the Customer's cost. The cost shall be calculated in accordance with the work required.
6.	Supplier's obligations
6.1	The Supplier undertakes that the Services will be performed with reasonable skill and care and the provisions of this Agreement that the Managed Services will be provided substantially in accordance with the Managed Services Specification.
6.2	The undertaking in clause 6.1 shall not apply to the extent of any non-conformance that is caused by use of the Managed Services contrary to the Supplier's instructions, including as set out in this Agreement.
6.3	If the Services do not conform with the undertaking in clause 6.1, the Supplier shall, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking in clause 6.1.
6.4	Notwithstanding the foregoing, the Supplier does not warrant that the Customer's use of the Managed Services shall be uninterrupted or error-free.
6.5	This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided under this Agreement.
7.	Security
7.1	The Supplier shall ensure at all times that appropriate safety and security systems, policies and procedures are maintained and enforced to prevent unauthorised access or damage to, and to ensure the business continuity of, any and all Services, the Supplier's System and related networks or resources and the Customer Data.
7.2	The Supplier shall ensure that the Supplier's System is designed, maintained and updated at all times so as to Mitigate against Incidents, excluding Known Vulnerabilities. All provided systems are updated automatically and the Supplier is notified automatically to rectify with any updating issues. The parties agree that if Incidents are detected or discovered, each of them shall co-operate with the other to Mitigate the Incident and, particularly if the Incident causes or threatens the loss of operational efficiency, loss or corruption of Customer Data, or the reduced management of risks posed to the security of the Assets, the Supplier's System, or the Customer's Operating Environment, the parties shall assist each other to mitigate any losses and restore the Services to their original operating and security efficiency.
7.3	The Customer shall immediately inform the Supplier if it suspects or uncovers any Incident and shall use all commercially reasonable endeavours to promptly mitigate such Incident.
7.4	The Supplier shall:
7.4.1	notify the Customer immediately if it becomes aware of any Incident and respond without delay to all queries and requests for information from the Customer about any Incident, whether discovered by the Supplier or the Customer, in particular bearing in mind the extent of any reporting obligations the Customer may have under applicable data protection or cybersecurity legislation and that the Customer may be required to comply with statutory or other regulatory timescales;
7.4.2	at the Customer's cost, promptly cooperate with any request for information made in respect of:
7.4.2(a)	any Incident; or
7.4.2(b)	any requests for information, or inspection, made by a regulator with competent jurisdiction over the Customer (including in connection with any applicable data protection or cybersecurity legislation).
7.5	The Supplier shall follow its archiving and security procedures for Customer Data, including those set out in this clause 7 and as described in schedule 4.
7.6	The Supplier shall promptly notify the Customer in writing of any actual or suspected loss or damage to the Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data. The Supplier shall not be responsible for any loss, destruction, alteration or unauthorised access to or disclosure of Customer Data howsoever caused including by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up where those third parties would bear responsibility).
8.	Customer's obligations
8.1	The Customer shall:
8.1.1	provide the Supplier with:
8.1.1(a)	complete and accurate terms set that are out in the specification/ form, to the best of their knowledge,
8.1.1(b)	all necessary co-operation in relation to this Agreement; and
8.1.1(c)	all necessary access to such information as may be reasonably required by the Supplier, in order to provide the Services, including Customer Data, security access information, and (subject to providing any confidentiality undertakings reasonably required by the Customer) software interfaces to the Customer's other business applications; and
8.1.1(d)	safe custody, and at their own risk, any materials, data or property of the Supplier;
8.1.2	provide such personnel assistance as may be reasonably requested by the Supplier from time to time. The Customer shall use reasonable endeavours to ensure continuity of its personnel assigned to this Agreement;
8.1.3	appoint the Customer's Project Manager (as set out in Schedule 2), who shall have the authority to contractually bind the Customer on all matters relating to this Agreement. The Customer shall use reasonable endeavours to ensure continuity of the Customer's Project Manager, but has the right, in its absolute discretion, to replace them from time to time where reasonably necessary in the interests of the Customer's business;
8.1.4	comply with all applicable and regulations with respect to its activities under this Agreement; and
8.1.5	carry out all other Customer responsibilities and obligations set out in this Agreement (including the Project Plan) or in any of the Schedules in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties or performance of the Customer's responsibilities and obligations, the Supplier may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary; and
8.1.6	if the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or by the Customer's failure to perform any relevant obligation (Customer Default):
8.1.6(a)	the Supplier may, acting reasonably and without limiting any other rights or remedies available to it, suspend performance of the Services until the Customer remedies the Customer Default. The Supplier shall be relieved from performing its obligations to the extent that such Customer Default prevents or delays performance;
8.1.6(b)	the Supplier shall not be responsible for any costs, charges, or losses suffered by the Customer which arise directly or indirectly from any delay or failure by the Supplier to perform its obligations as a result of the Customer Default; and
8.1.6(c)	the Customer shall reimburse the Supplier on written demand for any costs, charges, or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default;
8.1.6(d)	in the event of a Customer Default, the Supplier may revoke use of any Intellectual Property licenses granted; and
8.1.7	comply with all additional requirements set out in the schedules, or as advised in writing by the Supplier.
9.	Warranties

9.1 The Customer warrants and represents that:

9.1.1 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 Customer;

9.1.2 it has the authority to grant any rights to be granted by the Customer to the Supplier under this Agreement, (including the right to transfer the Assets to the Supplier as indicated in, and in accordance with, this Agreement) and for the same to be used in the provision of the Services and otherwise in connection with this Agreement; and

9.1.3 it owns or has obtained valid licenses, consents, permissions and rights to use and where necessary to license to the Supplier, any materials reasonably necessary for the fulfilment of all the Customer's obligations under this Agreement, including any third-party licenses and consents in respect of any Customer Software.

9.2 The Customer warrants that:

9.2.1 it shall comply with and use the Services in accordance with the terms of this 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 relevant laws;

9.2.2 it shall comply with all laws and regulations applicable to the Customer in performing its obligations under this Agreement; and

9.2.3 the Supplier's possession and use in accordance with this Agreement of any materials (including third-party materials) supplied by the Customer to the Supplier shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party.

9.3 The Supplier warrants and represents that:

9.3.1 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; and

9.3.2 it owns, or has obtained all valid licenses, consents, permissions and rights necessary to enable the Supplier to comply with its obligations under 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 Customer's use and receipt of the Services, and the Supplier shall not breach the provisions of any such necessary licenses, consents, permissions and rights or cause the same to be breached.

9.4 The Supplier warrants that:

9.4.1 it shall comply with all laws and regulations applicable to the Supplier in performing its obligations under this Agreement;

9.4.2 the Customer's possession and use in accordance with this Agreement of any materials (including third-party materials) supplied by the Supplier to the Customer shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any third party;

9.4.3 any software, systems or telecommunications used or provided by or on behalf of the Supplier in performing its obligations under this Agreement shall be tested for Viruses and [Latent Vulnerabilities and Known] Vulnerabilities and any of the same that are identified shall be Mitigated against before the date of use of such software, systems or telecommunications by the Supplier;

9.4.4 all personnel and sub-contractors used by the Supplier in the performance of this Agreement are adequately skilled and experienced for the activities they are required to perform; and

9.4.5 it will take all reasonable precautions to not introduce, or permit the introduction of, any Viruses or Vulnerabilities into Customer's Operating Environment, or the Customer's other network and information systems, while performing the Services.

10. Charges and payment

10.1 The Customer shall pay the Fees for the Set-Up Services Fees and the monthly Fees for the Managed Services, each as set out in schedule 1.

10.2 The Customer shall reimburse the Supplier for all actual, reasonable travel costs and expenses including travel, hotels and meals incurred by the Supplier in performance of the Set-up Services as detailed in our proposal.

10.3 All amounts and Fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

10.4 All amounts due under the contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.5 The Supplier shall invoice the Customer monthly [in advance] as of the first day of each month for all Services performed by the Supplier during that month.

10.6 If the Customer fails to make any payment due to the Supplier under this Agreement by the due date for payment, then, without limiting the Supplier's remedies under clause 17, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate 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 Customer shall pay the interest together with the overdue amount.

10.7 The Supplier may increase the Fees on an annual basis or following each initial or additional term with effect from each anniversary date of this agreement, and the first such increase shall take effect on the first anniversary of the date of this agreement, in line with the higher of:

10.7.1 the percentage increase in the Consumer Price Index in the preceding 12-month period.

10.7.2 This would only be with customer prior agreement and generally related to wholesale cost price increases levied to the supplier.

10.8 The Supplier shall be entitled to charge the Customer for any costs or expenses incurred as a result of the Customer terminating the agreement, including but not limited to any cancellation fees or software license fees owed to a third party which expire after the termination date of this agreement.

For the avoidance of doubt where the Supplier takes out a software license on behalf of the customer during the course of the agreement, upon termination, for whatever reason, and there is a fee due to the software provider (such as Microsoft), the Customer will be liable in full for the cancellation fees or the remainder of the license fees under the term of the license.

11. Change control

11.1 If either party wishes to change the scope of the Services (including Customer requests for additional services), it shall submit details of the requested change to the other in writing.

11.2 If either party requests a change to the scope of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

11.2.1 the likely time required to implement the change;

11.2.2 any variations to the Fees arising from the change;

11.2.3 the likely effect of the change on the Project Plan; and

11.2.4 any other impact of the change on the terms of this Agreement.

11.3 If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

11.4 If either party wishes the other party to proceed with the relevant change referred to in clause 11.3, the Supplier has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges, the Project Plan and any other relevant terms of this Agreement to take account of the change.

12. Continuous improvement

12.1 The Supplier shall, at its own cost and expense, submit a report to the Customer within 20 Business Days following each anniversary of the Acceptance Date or additional term identifying the emergence of new and evolving relevant technologies or process changes in the IT, telecommunications or data centre field relevant to the Managed Services. Such report shall be provided in sufficient detail to enable the Customer to evaluate properly the benefits of the new technology or process.

12.2 If the Customer wishes to incorporate any improvement identified by the Supplier under clause 12.1, the Customer shall send the Supplier a change request for consideration in accordance with clause 10.6.

13. Proprietary rights

13.1 Nothing in this Agreement affects either party's rights in and to any Intellectual Property Rights that existed prior to the date of this Agreement (including pre-existing Intellectual Property Rights of either party contained in or relating to Confidential Information).

13.2 The Customer acknowledges and agrees that, as between the parties, the Supplier and/or its licensors own all Intellectual Property Rights in the Work Product and in all other materials connected with the provision of the Services and/or developed or produced in connection with this Agreement by the Supplier, its officers, employees, sub-contractors or agents. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to such Intellectual Property Rights.

13.3 The Supplier acknowledges and agrees that the Customer owns and retains all rights, title and interest in and to the Customer Data. Save to the extent necessary for the provision of the Services and performance of its obligations under this Agreement, the Supplier shall have no rights to access, use or modify the Customer Data unless it has the prior written consent of the Customer.

13.4 The Supplier grants to the Customer a perpetual (for the term of this Agreement), sub-licensable, non-transferable, non-exclusive, worldwide license to all of the Supplier's Intellectual Property Rights solely to the extent and as incorporated by the Supplier into the Work Product solely in connection with the Customer's (and its permitted sub-licensees') use of the Work Product in accordance with this Agreement.

13.5 The Customer grants to the Supplier a revocable, sub-licensable, non-transferable, non-exclusive, royalty-free, worldwide limited license for the term of this Agreement to use, exploit, copy, reproduce, manufacture, sub-license, modify, improve, enhance and make derivative works of the Customer's Intellectual Property Rights solely to the extent and as incorporated into the Work Product and solely to the extent necessary to enable the Supplier to comply with its obligations under this Agreement.

13.6 The Supplier shall not disclose to the Customer or use in its work any trade secrets or confidential information of a third party which the Supplier is not lawfully entitled to disclose or use in such manner. The Supplier shall not use any equipment, supplies, facilities, computer code, work product, inventions or materials of any other third party (**Third-Party Materials**) in any Work Product or in the Supplier's performance under this Agreement unless:

13.6.1 the Supplier has the full right and authority to do so without violating any rights of any third party;

13.6.2 the Supplier has obtained all necessary rights to enable it to perform its obligations under this Agreement and grant the rights granted pursuant to this Agreement, and to permit the Customer to utilise the Third-Party Materials as contemplated under this Agreement, in each case at no additional cost or expense to the Customer;

13.6.3 the Customer's use of such Third-Party Materials will not restrict or impair in any manner its use of the Work Product or subject the Customer to any obligation or liability; and

13.6.4 such Third-Party Materials are specifically identified to the Customer in writing in advance of any use and the Customer has agreed in writing to such use.

13.7 The Supplier grants to the Customer a perpetual (for the term of this Agreement), revocable, non-transferable, non-exclusive, worldwide license to use such Third-Party Materials solely to the extent and as are incorporated in the Work Product solely in connection with the Customer's (and its permitted sub-licensees') use of the Work Product in accordance with this Agreement.

13.8 The Customer acknowledges that the Software may include Open Source Software which will be subject to the terms and conditions of the Open Source software license. The Customer acknowledges and accepts that the Open Source Software is provided on an "as is" basis that any warranties, whether implied or set out elsewhere in this agreement, are excluded to the maximum extent possible in relation to the Open Source Software.

13.9 Each party reserves all rights not expressly granted or transferred in or pursuant to this Agreement.

14. Domain names

14.1 If the Customer instructs the Supplier to obtain a domain name for the Customer, the Supplier shall act as an agent for the Customer in dealing with the relevant domain name registration authority. The contract for the domain name shall be between the Customer and the relevant domain name registration authority, and the Customer agrees that it shall be solely responsible for renewals, and for legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority (and relevant costs and expenses thereof), unless otherwise agreed in writing.

14.2 The Supplier gives no warranty in relation to such domain name, including that the domain name requested shall not infringe the rights of any third party and all such enquiries shall be the responsibility of the Customer. The domain name shall form part of the Customer's Intellectual Property Rights for the purposes of this Agreement.

14.3 If the Supplier licenses to the Customer an IP address as part of the Services, such IP address shall (to the extent permitted by law) revert to the Supplier after expiry or termination of this Agreement for any reason, whereupon the Customer shall cease using the address. At any time after such expiry or termination, the Supplier may re-assign the address to another user.

15. Confidentiality and Announcements

15.1 Each of the parties recognises that in the course of negotiating and/or performing this Agreement it may receive Confidential Information belonging or relating to the other party.

15.2 The provisions of this clause 15 shall not apply to any Confidential Information that:

15.2.1 is or becomes generally freely available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 15);

15.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

15.2.3 was, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

15.2.4 was known to the receiving party before the information was disclosed to it by the disclosing party; or

15.2.5 the parties agree in writing is not confidential or may be disclosed.

15.2.6

15.3 Each party shall keep the other party's Confidential Information confidential and shall not:

15.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (**Permitted Purpose**); or

15.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 15.

15.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Representatives in violation of the terms of this Agreement.

15.5 The Customer:

15.5.1 acknowledges and agrees that the Supplier's Confidential Information includes any designs, plans, software or other materials created by the Supplier in connection with the Services; and

15.5.2 agrees not to make use of any such designs, plans, software or other materials for any purpose other than receipt of the Services.

15.6	The Supplier acknowledges and agrees that the Customer Data is the Confidential Information of the Customer.
15.7	A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that: <ul style="list-style-type: none"> 15.7.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and 15.7.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause 15.
15.8	A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including any relevant securities exchange) or by a court, arbitral or administrative tribunal or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15.8, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
15.9	The provisions of this clause 15 shall continue to apply after expiry or termination of this Agreement for any reason.
15.10	Subject to clause 15.11, the Supplier shall be permitted with customer consent to engage in any of the following publicity and marketing activities: <ul style="list-style-type: none"> 15.10.1 a win story on the Effective Date; 15.10.2 a case study; 15.10.3 an interim press release; 15.10.4 permission to use Customer's name and logo 15.10.5 joint interviews and/or customer quotations; and/ or 15.10.6 reference visits,
15.11	These may be presented in print media, digital media (including television and radio) or electronic media (including social networks and trade communications). The Supplier shall obtain the prior written consent of the Customer in respect of the content any publicity and marketing activities. This will include providing consent on the release as well as the structure, content and format of any public release.
16.	Limitation of liability
16.1	This clause 16 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: <ul style="list-style-type: none"> 16.1.1 any breach of this Agreement; 16.1.2 any use made by the Customer of the Services; and 16.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
16.2	Except as expressly provided in this Agreement: <ul style="list-style-type: none"> 16.2.1 the Customer assumes sole responsibility for results obtained from the use of the 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 Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction; and 16.2.2 all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.
16.3	Nothing in this Agreement excludes or limits the liability of either party for: <ul style="list-style-type: none"> 16.3.1 death or personal injury caused by the Supplier's negligence; 16.3.2 fraud or fraudulent misrepresentation; or 16.3.3 any other liability which cannot lawfully be excluded or limited.
16.4	The Service Level Arrangements state the Customer's sole 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.
16.5	Subject to clause 16.3 and clause 16.4: <ul style="list-style-type: none"> 16.5.1 the Supplier shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and 16.5.2 the Supplier's 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 the reimbursement for the services provided proportionate to the period of loss, i.e. the time the systems were unavailable.
17.	Term and termination
17.1	This Agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 17, this Agreement shall continue in force for the Initial Term and shall automatically extend for successive 12 month periods (Extended Term) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 90 days before the end of the Initial Term or the relevant agreed Extended Term, to terminate this Agreement at the end of the then current Initial Term or the relevant Extended Term, as the case may be. ALL outstanding payments up until the end of the current term would become due once termination is received & agreed.
17.2	Without prejudice to any other right or remedy available to it, and subject to clause 18, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: <ul style="list-style-type: none"> 17.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment; 17.2.2 the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; 17.2.3 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; 17.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; 17.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; 17.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over the other party; 17.2.7 the holder of a qualifying floating charge over any of the assets of that other party has become entitled to appoint or has appointed an administrative receiver; 17.2.8 a person becomes entitled to appoint a receiver over any of the assets of the other party or a receiver is appointed over any of the assets of the other party; 17.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; 17.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.2.3 to clause 17.2.8 (inclusive); or 17.2.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
17.3	The party not affected by a continuing Force Majeure Event may terminate this Agreement in accordance with clause 19.1.
17.4	Either party may terminate this Agreement in accordance with clause 3.4.
17.5	Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after expiry or termination of this Agreement shall remain in full force and effect.
17.6	Expiry or termination of this Agreement for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at expiry or termination.
17.7	On expiry or termination of this Agreement for any reason: <ul style="list-style-type: none"> 17.7.1 the Supplier shall immediately cease provision of the Set-Up Services, Managed Services and Maintenance Services but may provide Transition Services for a further period in accordance with clause 18.2; 17.7.2 (subject to clause 17.8) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party and the Customer shall cease to use any IP address licensed to the Customer by the Supplier pursuant to clause 14.3; and 17.7.3 If the Supplier receives, no later than ten days after the effective date of the expiry or termination of this Agreement for any reason, a written request for the delivery to the Customer of the most recent backup of the Customer Data (if part of the managed services), the Supplier shall use commercially reasonable endeavours to deliver the backup to the Customer within 30 days of its receipt of such a written request in the format stored or in a format as otherwise reasonably requested by the Customer, provided that the Customer has at that time paid all fees and charges outstanding at (and including any resulting from) expiry or termination (whether or not due at the date of expiry or termination). Once such ten-day period has expired or the Supplier has, at the Customer's request, delivered to the Customer the most recent backup of the Customer Data (as applicable), the Supplier shall (subject to clause 17.8) promptly expunge from the Supplier's System and otherwise destroy or dispose of all of the Customer Data in its possession or control. The Customer shall pay all reasonable costs and expenses incurred by the Supplier in returning and disposing of Customer Data and expunging it from the Supplier's System.
17.8	If a party is required by any law, regulation, or government or regulatory body (Regulatory Requirement) to retain any documents or materials which it would otherwise be obliged to return or destroy under clause 17.7, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain, clause 15 shall continue to apply to any such retained documents and materials for as long as any such requirement continues in force, subject to any disclosure mandated by any Regulatory Requirement.
17.9	The Supplier shall be considered to have satisfied its obligation to "expunge" or "destroy" or "dispose" of any electronic data, for the purposes of clause 17.7.3, where it puts such electronic data beyond use.
18.	Exit assistance and transfer of Assets
18.1	The Supplier shall, on request from the Customer prepare or update a detailed plan for the orderly transition of the Services from the Supplier to the Customer's nominated Replacement Supplier (Exit Plan).
18.2	The Customer may, at any time before expiry or termination of all or any part of this Agreement for any reason request the Supplier to provide the Transition Services or otherwise to offer reasonable assistance in transitioning the Services to a Replacement Supplier (by providing the Transition Services). The Supplier shall, for a reasonable additional fee as determined by the Supplier, provide such Transition Services for a maximum period of three months, or until expiry or termination of all or any part of this Agreement for any reason in accordance with clause 17, whichever is later.
19.	Force majeure
19.1	Neither party shall have any liability to the other under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement, arising from any Force Majeure Event, provided that: <ul style="list-style-type: none"> 19.1.1 the other party is notified of such an event and its expected duration; and 19.1.2 it uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned. 19.1.3 and that if the period of delay or non-performance continues for 4 weeks or more, the party not affected may terminate this Agreement by giving not less than 14 days' written notice to the other party.
20.	Anti-bribery and anti-slavery policy
20.1	The parties shall: <ul style="list-style-type: none"> 20.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements); 20.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and 20.1.3 establish, maintain and enforce its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements.
20.2	In performing its obligations under the agreement, the Supplier shall: <ul style="list-style-type: none"> 20.2.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (Anti-Slavery Laws) including but not limited to the Modern Slavery Act 2015; and 20.2.2 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 had been carried out in England and Wales; 20.3 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence or in connection with slavery and human trafficking.
21.	Waiver
21.1	A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
21.2	A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
22.	Severance

22.1	If any provision or part-provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
22.2	If any provision or part-provision of this Agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
23.	Entire agreement and variation
23.1	This Agreement constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
23.2	Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
23.3	No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
24.	Assignment
24.1	The Supplier shall not at any time assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under this Agreement without the prior written consent of the Customer.
24.2	The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement.
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, or (except as expressly provided in clause 13.8) 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.
25.2	Each party confirms it is acting on its own behalf and not for the benefit of any other person.
26.	Third party rights
26.1	Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
26.2	The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
27.	Rights and remedies
27.1	Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
28.	Notices
28.1	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
28.1.1	delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office; or
28.1.2	sent by fax or email to the other party's main fax number or email address.
28.2	Any notice or communication shall be deemed to have been received:
28.2.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
28.2.2	if sent by pre-paid first class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
28.2.3	if sent by email, at 9.00 am on the next Business Day after transmission.
28.3	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.
29.	Governing law and jurisdiction
29.1	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 and Wales.
29.2	Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
29.3	If any dispute arises out of or in connection with this Agreement, the parties shall first seek to resolve it by negotiation between their respective senior representatives.
29.4	If the dispute is not resolved within twenty (20) Business Days of referral, either party may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure before commencing court proceedings.
29.5	Nothing in this clause shall prevent either party from seeking urgent injunctive or equitable relief through the courts.
30.	Unified Communications Services
30.1	These Terms and Conditions are in addition to the above and apply specifically to the provision of Unified Communications ("UC") services as part of ITDS Managed Services. They form part of, and are to be read in conjunction with, the ITDS Managed Services Agreement
30.1.1	Service Provision
30.1.1.1	ITDS will provide Unified Communications services (including but not limited to voice, video, messaging, conferencing, and collaboration tools) in accordance with the service description agreed with the Customer.
30.1.1.2	ITDS may from time-to-time update, enhance, or modify the UC services to maintain quality, security, and compliance with applicable law.
30.1.1.3	ITDS shall provide reasonable prior notice to the Customer of any material service changes or maintenance events likely to affect service availability.
30.2	Compliance and Regulation
30.2.1	ITDS shall provide UC Services in compliance with applicable Ofcom regulations, the Communications Act 2003, and related regulatory conditions governing numbering, emergency call access, and end-user protection.
30.2.2	The Customer acknowledges and accepts that emergency call routing and availability may be dependent on the Customer's network connectivity and configuration, and ITDS shall not be liable for any unavailability of emergency call services caused by the Customer's own systems or connectivity.
30.3	Customer Responsibilities
30.3.1	Authorised Use: The Customer shall ensure that the UC services are used only for lawful business purposes and in compliance with these Terms. The Customer may not resell, sub-license, or otherwise commercially exploit UC services without ITDS's prior written consent.
30.3.2	Security & Access: The Customer is responsible for maintaining the confidentiality of access credentials and ensuring only authorised users have access to the UC services.
30.3.3	Lawful Recording and Monitoring: If the Customer enables call recording, monitoring, or analytics features, it shall ensure compliance with the Investigatory Powers Act 2016, Data Protection Legislation, and any notification obligations to users or call participants. The Customer shall be solely responsible for obtaining all necessary consent and for the lawful use and storage of any recorded data.
30.3.4	Data Accuracy and Content: The Customer must ensure that any data or content uploaded, transmitted, or processed through the UC services is accurate, lawful, and does not infringe third-party rights.
30.3.5	Connectivity: The Customer is responsible for providing adequate internet connectivity, internal networking, and compatible devices necessary for the UC Services to operate correctly.
30.4	Data Protection and Privacy
30.4.1	Compliance with GDPR: Both parties must comply with data protection and privacy laws, including the UK GDPR and the Data Protection Act 2018.
30.4.2	Roles: For the purposes of personal data processed in connection with the UC services, ITDS shall act as Data Processor and the Customer as Data Controller, unless otherwise specified in writing.
30.4.3	Data Processing: ITDS acts as the Data Processor while the Customer is the Data Controller for personal data processed in connection with UC services. ITDS will only process personal data based on documented instructions from the Customer and shall implement necessary safeguards.
30.4.4	Data Transfers: Personal data transfers outside the UK or European Economic Area are prohibited unless compliant with data protection laws.
30.4.5	Privacy Policy: Acknowledgment of ITDS's Privacy Policy, found on our website here , by the Customer and end users regarding the handling of personal data is required.
30.5	Service Availability and Limitations
30.5.1	UC services are provided using best endeavours to ensure high availability; however, ITDS does not guarantee uninterrupted service.
30.5.2	Scheduled maintenance may temporarily impact service availability, with reasonable prior notice provided when possible.
30.5.3	ITDS is not liable for service disruptions caused by third-party networks, customer equipment, or external factors beyond its control.
30.6	Retention and Storage
30.6.1	ITDS must keep logs, usage data, and (where applicable) recordings only for the duration necessary to deliver the UC Services or per legal requirements and the Customer's documented instructions.
30.6.2	The Customer is responsible for downloading, exporting, or retaining any communications data or recordings it requires before termination of the UC Services.
30.7	Indemnity
30.7.1	The Customer agrees to indemnify ITDS and its representatives against claims, damages, costs, and liabilities.
30.7.2	The indemnity covers:
	(a) misuse of the UC Services;
	(b) any unlawful recording or transmission;
	(c) infringement of third-party rights; and
	(d) breach of UC section or any law.
30.8	Limitation of Liability
30.8.1	ITDS shall not be liable for indirect, incidental, or consequential losses, including loss of profit, revenue, business interruption, or loss of data arising for UC Services.
30.8.2	ITDS's total aggregate liability for all claims under these Terms shall not exceed the total fees paid by the Customer for UC services in the 12 months preceding the claim.
30.8.3	Nothing in these Terms shall exclude or limit liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded under applicable law.
30.9	General
30.9.1	Governing Law: These Terms shall be governed by and construed in accordance with the laws of England and Wales.
30.9.2	Jurisdiction: The parties submit to the exclusive jurisdiction of the courts of England and Wales.
30.9.3	Severability: If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
30.9.4	Amendments: ITDS may update these Terms from time to time, with reasonable prior notice to the Customer of any material amendments.

Appendix 1: Service Level Agreement (SLA)

A copy of our SLA is sent out with every contract. This SLA outlines our Service Level Agreement & detail on the service we will provide for you. In addition, it includes key points of contact and the full escalation path.

1.	Account Management
	ITDS Managed will appoint a Technical Account Manager & Pre-Sales Consultant to the Customer to ensure that all the requirements of this Service Level Agreement (this "Agreement") are met for the Customer. The Customer will be provided with a fall-back position caused as a result of annual leave or any other (un)planned absence by the appointed manager. The manager will ensure that the Customer's principal relationship manager is completely informed about the performance, proposed activity, and outstanding issues at all times. As a minimum, ITDS Managed will supply to the principal relationship manager a sub-set of the full quarterly analysis as determined by that manager when requested.
1.1	Account Management Escalation Path
	The Account Management Escalation Path is found in the Welcome Pack as part of the SLAs.
2.	Service Management
	ITDS Managed shall maintain a solution support management team with Direct Contact details to the Customer. The Customer will have a direct escalation process as detailed in Section 2.1.
2.1	Service Management Escalation Path
	The Support Management Escalation Path is found in the Welcome Pack as part of the SLAs.
3.	Call Priorities
	All calls raised are prioritised in various ways.
	<ul style="list-style-type: none"> - Priority P1 is identified as a major solution failure with communication functionality severely impacted or unavailable i.e., critical business failure without workaround. - Priority P2 is identified as a high business impact solution failure but with a workaround available. - Priority P3 denotes with an individual system or software functionality problem but the main supported infrastructure service is available.

- Priority P4 denotes minor issue or updates to software & device settings alterations & patching.

See Severity Table for full details.

4. Support Hours

ITDS Managed shall provide remote & onsite technical Assistance and technical Support between the hours of 8.30am – 5.30pm Monday to Friday (Excluding Bank Holidays). During these periods ITDS Managed shall maintain the System Service Levels as set out in Section 5 below.

5. Service Levels and Key Performance Indicators

ITDS Managed will provide reports showing the suggested Key Point Indicators as (**KPI's**) relevant to the system supported and/or provided. Service Level Reports can be provided on a Monthly or Quarterly basis at the customer's discretion. ITDS Managed would suggest the following KPI's are used 1-Uptime, 2-Response Time, 3-First Time Fix Percentage, and 4-Repeat Fault Exception; provided that the Customer shall not be bound to such KPI's unless and until it so agrees in writing.

5.1 KPI - Uptime

ITDS Managed agree that the system supported will maintain a minimum of **95% Uptime** once fully set up & configured (Based on 8:00 hour working day 8.30am - 5.30pm Monday to Friday – Excluding Bank Holidays) measured during each quarterly period. Uptime is measured on maintaining system functionality where this is related to the core system software running and all instances of on-board "Device" system operating system being available or un-available but not individual instances, N.B. This cannot be impacted by system un-availability due to failure of infrastructure hardware components that do not have appropriate manufacturer care packs or warranties applied. Where hardware care packs and warranties are in place, we are bound by the SLA of the warranty provider. Uptime levels cannot be upheld for Cloud hosted solutions and connectivity products where faults are with the provider and beyond our control. In this instance the provider SLA will be upheld and is available on request.

5.2 See Severity Table for full details.

5.3 KPI - Response Time

ITDS Managed agree to maintain an average account response time of 30 mins for remote assistance and initial fault triage of all Priority 1 & 2 calls. ***This assumes un-restricted secure remote access is agreed and in place to access the relevant sites infrastructure should this be applicable*** then an average of **8 (eight) working hours' response for any necessary site visits required (Priority 1 faults would be attended in 4 (four) working hours)** Support provided between hours of 8.30am – 5.30pm Monday to Friday – Excluding Bank Holidays & measured during each quarterly period.

See Severity Table for full details.

6. Training

ITDS Managed shall provide training on the software & systems supported to a level that allows a general understanding of the technology and basic housekeeping tasks required to maintain functionality. We will also provide training by appointment to a more in-depth level for network administrators where available should this be desired in the first 6 months following installation.

7. Deliveries/Installations

All software supplied and delivered by ITDS Managed, will usually be in electronic format along with copies of all relevant licence keys and documentation, hardware will be delivered by our or our suppliers logistics team's or support consultants directly

8. Inclusive Contract

This contract applies to the support of infrastructure / hardware and software as detailed in the corresponding support agreement signed by both parties.

9. Termination

Either party may cancel the corresponding support agreement at any time during the Term (or any extension thereof), by providing 90 days' notice in writing expiring at the end of the minimum or extended term or on the support agreement anniversary.

Any termination charges levied by solution providers or line carriers will be the responsibility of the customer & pertaining to the corresponding support agreement, if applicable these are set out below.

12 Month IT Support & Services Agreement (Minimum Term)

10. Agreement Signatures

The SLA is signed as part of the welcome pack.

Schedules

The specifics of the Schedules form part of the binding Sales and Service Agreement that is signed by the Customer.

1. Schedule 1: Fees

Initial Onboarding Fees will be listed in the Sales & Service Agreement and will state:

1.1.1 The number of Days required to onboard the Customer at Standard Day Rate, listed in the Sales and Service Agreement.

1.1.2 If the Supplier reasonably expects that the actual onboarding cost will exceed the amounts specified in paragraph 1.1, any work to be completed in additional worker days shall first be approved in writing by both the Supplier and the Customer, and shall be charged at the rates set out in paragraph 1.1 and shall result in an extension of any target or deadline beyond the Acceptance Date on a day-for-day basis.

1.2 Monthly Support Fee

12.1 Calculated on a-cost-per-User and total is based on number of Users (Cost per User X Number of Users).

1.3 Monthly Software & Services Fee

1.3.1 As per the agreed, signed and binding Sales & Service Agreement.

1.4 Initial Project Works Fee (Where Applicable)

14.1 As per the agreed, signed and binding Sales & Service Agreement.

2. Schedule 2: Personnel

The Supplier and Customer Team will be listed in the Sales & Service Agreement, under Schedule 2, as per the formats below:

2.1 Supplier

2.1.1 Supplier Team:

Account Manager/Director	Jamie Coombs
Account Executive Sponsor	Jermaine Weeden
Project Manager	

2.2 Customer

22.1 Customer Team:

Customer Key Contact	
Customer Executive Sponsor	
Project Manager	

3. Schedule 3: Set-up Services

The timetable will be listed in the Sales and Service Agreement, if known, as per the format below.

3.1 Timetable

Stage	Estimated start date	Estimated completion date
Planning and Due Diligence:	TBC	TBC
Implementation:	TBC	TBC
Roll-out:	TBC	TBC

3.2 Planning and Due Diligence

32.1 The Supplier shall conduct a due diligence exercise to examine all relevant Customer Sites, the Customer site Equipment and the Customer's contracts with third parties and shall then prepare the Project Plan in co-operation with the Customer. The Project Plan shall list any Assets to be transferred to the Supplier.

3.3 Implementation

33.1 3.1 The Supplier and the Customer shall co-operate in implementing the Managed Services in accordance with the implementation provisions of the Project Plan.

3.4 Roll-out

34.1 The Supplier and the Customer shall co-operate in rolling out the Managed Services in accordance with the roll-out provisions of the Project Plan.

3.5 Third-Party Software

35.1 If the Project Plan identifies any Third-Party Software, then the Customer shall, in accordance with the Project Plan, either:

- arrange for the novation of its licenses to such Third-Party Software from itself to the Supplier, such novation to be effective as of the Acceptance Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Third Party Software is required by the Supplier in order to provide the Set-up Services in accordance with this Agreement); or
- terminate its own licenses to such Third-Party Software and assist the Supplier in obtaining, as from the Acceptance Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Third Party Software is required by the Supplier in order to provide the Set-up Services in accordance with this Agreement), licences directly from the licensor on similar terms.

3.6 Customer Software

36.1 If the Project Plan identifies any Customer Software then the Customer shall, as from the Acceptance Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Customer Software is required by the Supplier in order to provide the Set-up Services in accordance with this Agreement), grant the Supplier a royalty-free license in accordance with clause 13.5 to use such Customer Software for the purpose of providing the Services for the remainder of the term of this Agreement.

3.7 Intellectual Property Rights

37.1 If the Project Plan identifies any Intellectual Property Rights (aside from the Third-Party Software and the Customer Software) that is needed by the Supplier to provide the Services then the Customer shall, as from the Acceptance Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Intellectual Property Rights are required by the Supplier in order to provide the Set-up Services in accordance with this Agreement), but in accordance with the Project Plan:

- arrange for the novation of its licences to such Intellectual Property Rights from itself to the Supplier, such novation to be effective as of the Acceptance Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Intellectual Property Rights are required by the Supplier in order to provide the Set-up Services in accordance with this Agreement);
- terminate its own licences to such Intellectual Property Rights and assist the Supplier in obtaining, as from the Acceptance Date (or such earlier date as is reasonably and in good faith agreed by the parties if such Intellectual Property Rights are required by the Supplier in order to provide the Set-up Services in accordance with this Agreement), licences directly from the licensor on similar terms; or
- grant the Supplier a royalty-free licence to use such Intellectual Property Rights for the purpose of providing the Services for the remainder of the term of this Agreement in accordance with clause 13.5.

3.8 No warranty

38.1 Any transfer (whether by way of sale, licence or sub-licence) of Assets made by Customer to Supplier under this Schedule 3 is made on an "as is" basis. The Customer excludes all representations (unless fraudulent), warranties and conditions and other contractual terms howsoever arising whether by statute, common law or otherwise and whether express or implied (except that the items are free from encumbrances) to the maximum extent permitted by applicable law in relation to those Assets.

4. Schedule 4: Managed Services Specification

4.1 Installation and configuration

41.1 The Supplier shall procure, install and configure equipment for use to provide the Services as required and set out in the sales and service agreement. The supplier shall also onboard all retained assets installing supplied software plus licensing. This includes the rack mounting of servers and related equipment, installation of system and database software components, installation of provided and required Software and loading of initial Customer Data.

4.2 Internet connectivity

42.1 The Supplier shall provide internet connectivity costs to the Customer. Where procured the connectivity shall include a firewall for security and monitoring.

4.3 Security services

43.1 The Supplier shall provide security services as follows:

- Local end point defence software, Anti-Virus software, monitoring RMM patching software, Microsoft 365 cloud security solutions & firewall protection as agreed with the customer,

4.4 Monitoring services

44.1 The Supplier shall provide, 24 hours a day and seven days a week, monitoring of any computing and where applicable networking infrastructure to detect and correct abnormalities. This includes desktop & network monitoring, firewall monitoring and intrusion detection.

4.5 Back-up, archiving and recovery services

45.1 The Supplier where the appropriate products have been sanctioned and provided shall develop the backup schedule, perform scheduled backups, provide routine and emergency data recovery and manage the archiving process. The backup schedule shall include at least weekly full backups and daily incremental backups. In the event of

4.6 data loss, the Supplier shall provide recovery services to try to restore the most recent backup.
 Release management and change control
 4.6.1 The Supplier shall provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by the Supplier to maintain the Services.

4.7 Administration services
 4.7.1 These services include the installation and administration of additional hardware, operating systems and other software, and other resources as necessary to maintain the Services.

4.8 Microsoft 365 Services
 4.8.1 The supplier shall provide Microsoft 365 services as requested by the client hosting the client's tenancy within its wholesale platform, back up and security of these services will be advised and proposed, plus monitored where agreed.

Schedule 5: Maintenance and support

5.1 Training
 5.1.1 The Supplier shall provide initial training to such number of customer employees as is specified in, and is otherwise in accordance with, the Project Plan.

5.2 Maintenance Events
 5.2.1 Maintenance work that may require interruption of the Managed Services (Maintenance Events) shall not, wherever possible, be performed during Normal Business Hours. The Supplier may interrupt the Managed Services outside Normal Business Hours for maintenance provided that it has given the Customer at least three days' advance written notice.
 5.2.2 Any Maintenance Events that occur during Normal Business Hours, or that occur with less notice than required by paragraph 2.1, and which were not requested by the Customer, shall be considered downtime for the purpose of service availability measurement. The Supplier shall always endeavour to keep any service interruptions to a minimum.

5.3 Technical support services
 5.3.1 Should the Customer determine that the Managed Services include a defect, the Customer support representatives in paragraph 2.3 of Schedule 2 (CSRs) may file error reports or support requests. The Supplier shall provide technical support services only to CSRs.
 5.3.2 The Supplier shall accept voicemail, e-mail and web form-based incident submittal from CSRs 24 hours a day, seven days a week. The Supplier shall accept telephone calls for English language telephone support during Normal Business Hours. The Supplier shall use reasonable endeavours to process support requests, issue fault ticket tracking numbers if necessary, determine the source of the problem and respond to the Customer. The Supplier shall use reasonable endeavours to respond to and resolve all support requests from CSRs within the time periods specified below, according to priority.
 5.3.3 The Supplier shall determine and advise the priority of any incident in accordance with the following **Severity Table**:

Priority	Description	Response time	Target resolution time
Severity P1 – Urgent Very High Business Impact	Major System or Component Failure. Malfunction with critical impact on Client's ability to operate entire business processes & production. No work-around or Manual process available. The problem must be resolved immediately.	Time to Own: 30mins Time to Resolve: 240mins	Service will be restored within 240mins 95% of the time.
Severity P2 – High High Business Impact	Major System or Component Failure. Malfunction causing impact on Client's ability to operate significant business processes or production. Workaround and manual processes are available and will be instigated quickly.	Time to Own: 60mins Time to Resolve: 240mins	Service will be restored within 240mins 95% of the time.
Severity P3 – Moderate Moderate Business Impact	Component Failure malfunction not causing Impact on client's ability to operate significant business processes or production. Work-around or manual processes are available.	Time to Own: 120mins Time to Resolve: 16 working hours	Service will be restored within 16 working hours 95% of the time.
Severity P4 – Low Low Business Impact	Component Failure malfunction not causing virtually any Impact on client's ability to operate significant business processes or production. Work-around or manual processes are available.	Time to Own: 24 hours Time to Resolve: 1 week	Service will be restored within 1 Week 95% of the time.

5.4 If a Priority 1 or Priority 2 incident has not been resolved within the target resolution time, the incident shall be escalated to Lead Technician. If the incident is not resolved, then after each successive increment of the target resolution time the incident shall be escalated to the IT & Service Desk Manager, followed by Technical Director, followed by the CEO.

5.5 The Supplier shall provide monitoring of its Managed Services as described in paragraph 4 of Schedule 4, 24 hours a day seven days a week.

5.6 The Customer shall provide front-line support to Managed Services users who are not the designated CSRs. The Customer's designated CSRs may contact Supplier technical support in order to report problems that the Customer's designated CSRs cannot resolve themselves after they have performed a reasonable level of diagnosis.

Schedule 6: Service Level Arrangements

6.1 Service availability:

6.1.1 The Supplier shall provide at least a 95% uptime service availability level (Uptime Service Level).
 6.1.2 The Managed Services shall be considered as unavailable only:
 6.1.3 during periods of Priority 1 or Priority 2 incidents in accordance with paragraph 3.3 of Schedule 5; and
 6.1.4 during periods of unplanned Maintenance in accordance with paragraph 2.2 of Schedule 5.

6.2 For the avoidance of doubt, the Managed Services shall not be considered as "unavailable" during Maintenance Events as described in paragraph 2.1 of Schedule 5, Customer-caused outages or disruptions, or outages or disruptions attributable in whole or in part to Force Majeure Events within the meaning of clause 19.