MASTER SERVICES AGREEMENT

THIS AGREEMENT SHALL BE INCORPORATED INTO EACH ORDER FOR SERVICES PLACED WITH THE SUPPLIER WHETHER MADE BY A STATEMENT OF WORK OR ANY OTHER DOCUMENTATION.

WHERE AN INDIVIDUAL IS ACCEPTING THE TERMS OF THIS AGREEMENT, THE CLIENT CONFIRMS THAT THE INDIVIDUAL IS DULY AUTHORISED TO ACCEPT THIS AGREEMENT ON BEHALF OF THE CLIENT AND BIND THE CLIENT AS A PARTY TO IT.

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

Agreement: this master services agreement and its Schedules.

Applicable Laws: all applicable laws, statutes and regulations from time to time in force.

Assets: any Client Equipment, software or Intellectual Property Rights reasonably required for the delivery of the Services.

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

Business Hours: the period from 8.00 am to 5.00 pm (GMT) on any Business Day.

Change Order: has the meaning given in clause 11.1.

Client: the party identified as such in the Initial Statement of Work.

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

Client's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

Client-supplied Hardware: any computer or laptop that the Client obtains from anyone other than the Supplier and asks the Supplier to set up, configure or enrol for use with the Services.

Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Supplier in connection with the Services, including the items provided pursuant to clause 9.1(c).

Client's Operating Environment: the Client's computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Client or any Client staff who 'work from home' or work remotely in connection with its use of the Services

Commencement Date: the commencement date set out in the Initial Statement of Work, or the date on which the Supplier first provides Services (whichever is earlier).

Data Protection Schedule: Schedule 1 to these Terms and Conditions which sets out the data protection obligations of the parties.

Deliverables: any output of the Services to be provided by the Supplier to the Client as specified in a Statement of Work and any other documents, products and materials provided by the Supplier to the Client in relation to the Services (excluding the Supplier's Equipment).

Initial Period: the initial period for which Services are provided as set out in the Statement of Work.

Initial Statement of Work: the initial Statement of Work entered into between the parties for the provision of Services.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

On-S**ite Services:** Services provided by the Supplier at the Client's premises (or any other place requested by the Client).

Reference Charges: the standard charges for the Services or the framework for calculating them which are set out in Schedule 2 and as may be updated from time to time in accordance with clause 12.5.

Services: the services which are provided by the Supplier as agreed pursuant to a Statement of Work, including services which are incidental or ancillary to the Services.

Service Levels: the specific Service Levels provided in respect of the Services, as specified in Schedule 3.

Services Specification: the specification for the relevant Services (which are the subject of the Set-up Services) as set out in the applicable Statement of Work.

Set-up Services: the due diligence, configuration and related work referred to in clause 5 and as may be further specified in the applicable Statement of Work, to be performed by the Supplier to set up the Services.

SoW Charges: the sums payable for the Services as set out in a Statement of Work.

Statement of Work: a detailed plan, agreed in accordance with clause 4, describing the Services to be provided by the Supplier and the SOW Charges.

Supplier: QLine IT Limited, a company registered in England and Wales under company number 07500720 (formerly named PC Repair Leeds Limited), whose registered office is at Unit 6 Killingbeck Court, Leeds, West Yorkshire LS14 6FD, trading as QLine IT.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Client and used directly or indirectly in the supply of the Services, but excluding any such items which are sold to the Client.

Third Party Services: any services which are supplied by third parties as specified in a Statement of Work.

Third Party Terms: additional terms for certain Services as specified in a Statement of Work or as otherwise made available to the Client from time to time (as may be updated from time to time).

VAT: value added tax chargeable in the UK.

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

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

1.4 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.

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

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

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to any other gender.

1.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Structure of this Agreement

2.1 The Agreement sets out the terms on which Clients may request and the Supplier will provide Services to the Client.

2.2 Where the Client wishes to purchase Services from the Supplier, the parties shall enter into individual Statements of Work pursuant to the process set out in clause 4.

3. Commencement and duration

3.1 This Agreement shall commence on the Commencement Date and shall continue to remain in force until**:**

(a) terminated in accordance with its terms; or

(b) all Statements of Works entered into under this Agreement have terminated or expired, in which case this Agreement shall automatically expire 180 days thereafter.

4. Statements of Work

4.1 Each Statement of Work shall be agreed in the following manner:

(a) the Client shall request the Services from the Supplier and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work.

(b) Following receipt of the information requested from the Client the Supplier shall, as soon as reasonably practicable either:

(i) inform the Client that it declines to provide the requested Service; or

(ii) provide the Client with a draft Statement of Work.

(c) if the Supplier provides the Client with a draft Statement of Work pursuant to clause 4.1 (b)(ii), the Supplier and the Client shall discuss and agree that draft Statement of Work; and

(d) both parties shall sign the draft Statement of Work when it is agreed.

4.2 Once a Statement of Work has been agreed and signed in accordance with clause 4.1(d), no amendment shall be made to it except in accordance with clause 11 or clause 22.

4.3 Each Statement of Work entered into forms a separate contract between the parties governed by and subject to the terms of this Agreement.

4.4 Each Statement of Work shall:

(a) come into existence on the commencement date set out in the applicable Statement of Work or when the Supplier starts to provide Services requested by the Client (whichever is earlier); and

(b) unless terminated earlier in accordance with the terms of this Agreement:

(i) where the Statement of Work specifies that the Services are not renewable, the Statement of Work shall continue for the Initial Period or where no such Initial Period is specified until the Services have been delivered by Supplier and SoW Charges for the same have been received; and

(ii) where the Statement of Work specifies that the Services are renewable, the Statement of Work shall automatically renew for successive periods equivalent to the duration of the Initial Period (each a "**Renewal Period**") and shall continue to do so until either party notifies the other in writing of its intention to terminate the Services at least 30 days prior to the end of the Initial Period or then current Renewal Period (as the case may be), in which case the Statement of Work shall expire at the end of the Initial Period or then current Renewal Period (as the case may be). The Supplier will aim to remind the Client of the renewal date before the notice deadline, but the renewal does not depend on any reminder being sent or received.

5. Set-up Services

5.1 Where the Supplier has agreed to provide Set-up Services pursuant to a Statement of Work, the Supplier shall use reasonable endeavours to perform the Set-up Services in accordance with the timetable agreed between the parties, but any such dates shall be estimates only, and time shall not be of the essence in this regard.

5.2 When the Supplier considers that the Set-up Services have been provided and the relevant Services are ready for activation it shall so notify the Client. Within five Business Days of such notification the Client shall review the operation of the Services to confirm that they function in material conformance with the Services Specification. If the Services fail in any material respect to conform with the Services Specification, the Client shall give the Supplier a detailed description of any such non-conformance ("**Error**") in writing, within the five Business Days review period.

5.3 The Supplier shall use reasonable endeavours to correct any Error within a reasonable time and, on completion, re-submit the Services to the Client. The provisions of clause 5.2 and this clause 5.3 shall then apply again, up to three additional times. If the Supplier is unable to correct the Error

after three attempts, either party may terminate the applicable Statement of Work with immediate effect by giving written notice to the other party, without further liability to the other.

5.4 If the Services are found to conform with the Services Specification or if the Client does not provide any written comments within the five Business Day review period described in clause 5.3, the

Services shall be deemed accepted as from the date of the notification or expiry of the five Business Day review period.

5.5 Unless a Statement of Work expressly states otherwise, setting up, configuring or enrolling Client-supplied Hardware is not included in the SoW Charges or in any inclusive hours, and is charged at the fixed fee for that work in the applicable Statement of Work or, if none is stated, in accordance with the Reference Charges. The Supplier does not manage the warranty of Client-supplied Hardware and is not responsible for its condition or suitability. Any operating system licence upgrade, parts or other items needed to make Client-supplied Hardware suitable for the Services are chargeable.

6. On-Site Services

6.1 Unless otherwise specified in a Statement of Work, the Services are provided remotely.

6.2 The Client may from time to time request that the Supplier provides On-Site Services. If the Supplier, at its discretion, agrees to provide any On-Site Services, such On-Site Services shall be subject to additional charges on a times and materials basis in accordance with its Reference

Charges (or such other rates as the parties shall agree in advance) and shall form part of the SoW Charges in respect of the applicable Statement of Work.

6.3 Where On-Site Services are provided, the Client must ensure that the Supplier has access to the applicable Client Equipment, data, facilities or otherwise as is reasonably required to provide the On-Site Services.

7. Provision of the Services

7.1 The Supplier shall use reasonable endeavours to:

(a) perform the Services with all reasonable skill and care and in accordance with the Service Levels;

(b) provide the Deliverables in accordance with the applicable Statement of Work in all material respects; and

(c) meet any deadlines agreed between the parties in writing, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this Agreement.

7.2 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.

7.3 The Client must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure used by the Supplier in connection with the Services. 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 Client to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including suspending the Services).

7.4 Client understands and accepts that the Supplier is reliant upon third parties to ensure the supply of some of the Services. Accordingly the Supplier may be required to alter, restrict, suspend or terminate the Client's access to those Services without liability. Where the Supplier takes any such action, it will use reasonable endeavours to:

(a) notify the Client; and

(b) provided that such action has not arisen from the Client's breach of this Agreement, find a replacement supplier to provide similar services to the affected Services.

8. Third Party Services

8.1 The Client accepts that as part of the Services, the Supplier shall arrange and manage the provision of Third Party Services that shall be subject to Third Party Terms. The Supplier shall make such Third Party Terms to the Client.

8.2 The Client understands that:

(a) by agreeing to the terms of this Agreement that it is also agreeing to be bound by any Third Party Terms referenced in the applicable Statement of Work or as otherwise made available to the Client from time to time; and

(b) it must use any Services which are governed by the Third Party Terms strictly in accordance with such terms and any breach of the same shall constitute a material breach of this Agreement.

8.3 As the Supplier has no or limited control over the Third Party Services, the Supplier provides no representations, warranties or guarantees regarding the provision of such Third Party Services. The Client's sole remedy in respect of such Third Party Services shall be through enforcement of the Third Party Terms against the relevant third party and the Client shall indemnify the Supplier against any losses, damages, costs, expenses, claims and liabilities suffered or incurred by the Supplier arising from or in connection with any action or claim made against the Supplier relating to the Third Party Services. **9. Client's obligations**

9.1 The Client shall:

(a) co-operate with the Supplier in all matters relating to the Services;

(b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as required by the Supplier;

(c) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) reasonably required

by the Supplier in connection with the Services and ensure that they are accurate and complete;

(d) inform the Supplier of all health and safety and security requirements that apply at any of the Client's premises;

(e) ensure that it has sufficient volume and type of Client's Equipment reasonably required by the Supplier in order to provide the Services;

(f) ensure that all the Client's Equipment and Client's Operating Environment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

(g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Services;

(h) keep, maintain and insure the Supplier's Equipment in accordance with the Supplier's instructions from time to time and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation;

(i) apply such security measures as may, from time to time, be reasonably requested by the Supplier to securely provide the Services and/or protect the Supplier Equipment;

(j) comply with all applicable laws and regulations with respect to its activities under this Agreement;

(k) transfer or otherwise provide access to any Assets requested by the Supplier from time to time;

(l) transfer the benefit of the contracts which are necessary for the Supplier to provide the Services as notified to the Client from time to time. If any consent of any third party is required for the transfer of such contracts which has not been obtained at, or before, the commencement of the applicable Services, the Client shall use all reasonable endeavours to obtain that consent as soon as possible. Unless or until any such contract is transferred, or any necessary consent is obtained, the parties shall work together, in good faith, to agree an alternative solution which may include the Supplier finding an alternative source of supply and/or the Client holding the benefit of the relevant contract as agent for the Supplier; and

(m) comply with any additional responsibilities of the Client as set out in the relevant Statement of Work.

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

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

(b) facilitates illegal activity;

(c) depicts sexually explicit images; and/or

(d) promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion, belief or gender reassignment, or any other illegal activity.

9.3 The Client shall remain solely responsible for the use of the Services under its control, including any use by third parties (whether fraudulent or invited by the Client).

9.4 The Client shall not provide the Services directly or indirectly to third parties.

9.5 If the Supplier's performance of its obligations under this Agreement is prevented or delayed, or if the Supplier fails to meet the applicable Service Level, as a result of any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall:

(a) be allowed an extension of time to perform its obligations equal to the delay caused by the Client or shall not be liable for its failure to perform the Services (as the case may be); and

(b) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

10. Non-solicitation of employees

10.1 The Client shall not, without the prior written consent of the Supplier, at any time from the date on which any Services commence to the expiry of twelve months after the completion of such Services, solicit or entice away from the Supplier or engage or attempt to engage any person who is, or has been, engaged as an employee, worker, contractor or consultant of the Supplier in the provision of such Services.

10.2 Any consent given by the Supplier in accordance with clause 10.1 shall be subject to the Client paying to the Supplier a sum equivalent to 50% of the then current annual remuneration of the Supplier's employee, worker, contractor or consultant or, if higher, 50% of the annual remuneration to be paid by the Client to that employee, worker, contractor or consultant.

11. Change control

11.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

(a) the Services;

(b) the SoW Charges;

(c) the timetable for the Services; and

(d) any of the other terms of the relevant Statement of Work.

11.2 If the Supplier wishes to make a change to the Services it shall provide a draft Change Order to the Client.

11.3 If the Client wishes to make a change to the Services:

(a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and

(b) the Supplier shall, as soon as reasonably practicable after receiving the information at clause 11.3(a), provide a draft Change Order to the Client.

11.4 If the parties:

(a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work (the Supplier shall have no obligation to proceed with a Change Order unless and until that change is agreed in writing and signed); or

(b) are unable to agree a Change Order, then the Supplier may withdraw the Change Order and continue providing Services pursuant to the relevant Statement of Work (which shall be unaffected by such withdrawal).

11.5 The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 11.3 on a time and materials basis in accordance with the Reference Charges.

11.6 Where for any reason the parties do not enter into a Change Order, but the Supplier provides Services outside the scope of an applicable Statement of Work, the Supplier shall be entitled to charge for such Services.

12. Charges

12.1 In consideration of the provision of the Services by the Supplier, the Client shall pay the SoW Charges.

12.2 Where the SoW Charges are calculated on a time and materials basis:

(a) the SoW Charges shall be based on the Supplier's fee rates for each individual person in accordance with the Reference Charges;

(b) unless otherwise agreed in writing, the Supplier's daily rates are calculated on the basis of an eight-hour day, worked during Business Hours; and

(c) the Supplier shall be entitled to charge overtime rates for any time worked by individuals whom it engages on the Services outside Business Hours.

12.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.

12.4 The SoW Charges exclude the following expenses which shall be charged separately:

(a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services; and

(b) the cost to the Supplier of any hardware, equipment, materials or services procured by the Supplier from third parties for the provision of the Services as such items and their cost are agreed between the parties in writing.

12.5 The Supplier may increase the Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges on an annual basis with effect from either:

(a) each anniversary of the date of this Agreement; or

(b) at start of the next Renewable Period (as defined in clause 4.4(b)(ii)).

12.6 The Supplier shall use reasonable endeavours to give the Client at least one month's written notice of any increases referenced in clause 12.5.

12.7 The Supplier may increase Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges at any time to take effect no later than one (1) month after being notified in writing of such increase in order to reflect any increase in price of any third party suppliers which contribute to the provision of the Services or for which the Supplier is dependent on in order to provide the Services.

12.8 Any increase in the Reference Charges shall affect:

(a) the SoW Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and

(b) the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.

13. Payment

13.1 To enable the Supplier to charge the Client for, and receive payment of, the SoW Charges the Client shall on the Commencement Date and when otherwise requested by the Supplier:

(a) provide to the Supplier valid, up-to-date and complete credit or debit card details or approved purchase order information acceptable to the Supplier and any other valid, upto-date and complete contact and billing details; and

(b) provide all necessary authorisations and agree to all required forms (including an appropriate direct debit mandate).

13.2 The SoW Charges shall be paid for in the manner described below:

(a) in respect of any recurring SoW Charges, the Client authorises the Supplier to charge the Client's card using the details provided by way of direct debit on the intervals set out in the applicable Statement of Work. Where no intervals are specified in such Statement of Work, the Supplier shall charge the Client for the recurring SoW Charges monthly in advance of Services to be provided for the upcoming month;

(b) in respect of any other SoW Charges which are agreed in advance, the Supplier shall charge the Client using the details provided for the SoW Charges in advance of Services to be provided; and

(c) in respect of any other SoW Charges which are calculated on a times and material basis, the Supplier shall charge the Client using the details provided monthly in arrears for time and materials incurred for the month concerned.

13.3 Any costs or expenses incurred under:

(a) clause 12.4(a) shall be payable by the Client monthly in arrears, following submission of an appropriate invoice.

(b) clause 12.4(b) shall be payable in advance provided that the Supplier has notified the Client of such costs in advance of payment. Where no such notice has been provided the cost shall be payable by the Client monthly in arrears, following submission of an appropriate invoice.

13.4 The Client shall pay each invoice submitted to it by the Supplier pursuant to clause 13.3 by return to a bank account nominated in writing by the Supplier from time to time.

13.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier any sum due under this Agreement on the due date:

(a) the Client shall pay a £25 administration charge if the sum due is not settled within 14 days of the due date; and

(b) the Supplier may suspend part or all of the Services until payment has been made in full.

13.6 All sums payable to the Supplier under this Agreement:

(a) are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) 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).

14. Intellectual property rights

14.1 The Client acknowledges and agrees that, as between the parties, the Supplier and/or its licensors own all Intellectual Property Rights in the Deliverables and in all other materials connected with 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 otherwise stated, this Agreement does not grant the Client any rights to such Intellectual Property Rights.

14.2 The Supplier acknowledges and agrees that the Client owns and retains all rights, title and interest in and to:

(a) the Client Data; and

(b) the Client Materials.

14.3 The Supplier grants to the Client a sub-licensable, non-transferable, non-exclusive, royaltyfree, worldwide licence to use all of the Supplier's Intellectual Property Rights as incorporated by the Supplier into the Deliverables for the term of this Agreement solely in connection with the Client's (and its permitted sub-licensees') use of the Deliverables in accordance with this Agreement.

14.4 The Client grants to the Supplier a sub-licensable, non-transferable, non-exclusive, royaltyfree, worldwide licence to use all of the Client’s Intellectual Property Rights in the Client Data and Client Materials solely in connection with the Supplier’s provision of the Services under this Agreement.

14.5 The Client:

(a) warrants that the receipt and use in the performance of this Agreement by the Supplier, its agents, subcontractors or consultants of the Client Data and/or Client

Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's rights, including without limitation their Intellectual Property Rights arising out of, or in connection with, the receipt or use of the Client Data and/or Client Materials.

15. Client Data and Data Protection

15.1 The Client shall own all right, title and interest in and to all of the Client Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data.

15.2 The Supplier shall promptly notify the Client in writing of any actual or suspected loss or damage to the Client Data. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest backup of such Client Data. The Supplier shall not be responsible for any loss, destruction, alteration or unauthorised access to, or disclosure of Client Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Client Data maintenance and back-up).

15.3 The parties shall comply with their obligations under the Data Protection Schedule.

16. Confidentiality

16.1 Each party undertakes that it shall not at any time during or after the term of this Agreement, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 16.2(a).

16.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

17. Limitation of liability

17.1 **Background to the limits and exclusions on the Supplier's liability.** The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange, and the Client is responsible for making its own arrangements for the insurance of any excess loss.

17.2 **Scope of this clause.** References to liability in this clause 17 (Limitation of liability) include every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

17.3 **No limitation of the Client's payment obligations.** Nothing in this clause 17 shall limit the Client's payment obligations under this Agreement.

17.4 **Liability under indemnity clause.** Nothing in this Agreement shall limit the Client's liability in respect of any indemnities given under this Agreement.

17.5 **Liability caused by third parties.** The Supplier shall not be liable for any actions or omissions of third parties including where such third party actions cause the termination, suspension, alteration or restriction of Services.

17.6 **Liability caused by the Client.** The Supplier shall not be liable for any actions of omissions of the Client including any failure to comply with its obligations in this Agreement or where the Client does not follow the Supplier's recommendations.

17.7 **Liabilities which cannot legally be limited.** Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

17.8 **Cap on the Supplier's liability.** Subject to clause 17.7 (liabilities which cannot legally be

limited), the Supplier's total and aggregate liability to the Client under this Agreement (and all Statement of Works entered into pursuant to it) shall not exceed £1,000,000 (one million GBP) for any one event or series of connected events.

17.9 **Specific heads of excluded loss.** Subject to clause 17.7 (liabilities which cannot legally be limited), the Supplier shall not be liable for the following types of losses:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and (g) indirect or consequential loss.

17.10 **Exclusion of statutory implied terms.** The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 7.1 (Supplier's responsibilities). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

17.11 **Indemnity.** The Client shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with the Client's breach of this Agreement.

18. Termination

18.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

(b) 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 any of its creditors other than (being a company) 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;

(c) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) 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;

(e) 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 (being a company, partnership or limited liability partnership);

(f) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 28 days;

(i) 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 18.1(a) to clause 18.1(h) (inclusive);

(j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(k) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

18.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving notice to the Client if:

(a) the Client is in 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; or

(b) the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment.

18.3 Where either party has the right to terminate this Agreement it may instead choose to terminate the relevant Statement of Work which gave rise to the right to terminate only, keeping the Agreement and other Statement of Work(s) entered into pursuant to it in force.

18.4 Unless otherwise set out in clause 18.3, termination of the Agreement shall cause all Statement of Works agreed pursuant to it to terminate on the same date.

19. Obligations on termination and survival

19.1 Obligations on termination or expiry

On termination or expiry of this Agreement:

(a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) the Client shall immediately pay to the Supplier any costs incurred or which the Supplier had already committed to pay in connection with the Services (irrespective of whether such Services have been or will be provided);

(c) the Client shall not be entitled to a refund on any of the SoW Charges paid in advance for any Services;

(d) the Client shall, within a reasonable time, return all of the Supplier's Equipment. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of the Supplier's Equipment. Until the Supplier's Equipment has been returned or repossessed, the Client shall be solely responsible for its safe keeping;

(e) the Supplier shall on request return any of the Client Materials not used up in the provision of the Services; and

(f) the Supplier shall provide all reasonably requested assistance to ensure the orderly transition of the Services to the Client or its nominated replacement supplier provided that there are not outstanding charges due and that the provision of such assistance shall be subject to additional charges based on the Reference Charges.

19.2 Survival

On termination or expiry of this Agreement:

(a) all existing Statements of Work shall terminate automatically.

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

(c) Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

20. Force Majeure

20.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(f) collapse of buildings, fire, explosion or accident;

(g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and

(h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause)

(i) interruption or failure of utility service.

20.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

20.3 The corresponding obligations of the other party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.

20.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 12 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 4 weeks' written notice to the Affected Party.

21. Assignment and other dealings

21.1 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

21.2 The Supplier may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

22. Variation

The Supplier has the right to vary the terms of this Agreement from time to time on giving the Client notice in writing. If the Client continues to use the Services after being notified, it will be deemed to have accepted such variation.

23. Waiver

23.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

23.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. Severance

25.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

25.2 If any provision or part-provision of this Agreement is deemed deleted under clause 25.1 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.

26. Entire agreement

26.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26.2 Each party agrees that it 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

27. Conflict

27.1 If there is an inconsistency in or between the documents which form part of the Agreement, the priority of the documents is in accordance with the following sequence:

(a) Statement of Work;

(b) main body of this Agreement; and (c) Schedules.

28. Contrary terms

28.1 The terms of this Agreement shall:

(a) prevail over and take the place of any other items or conditions stipulated, incorporated, referred to or contained in any document or communication from either party in the course of negotiations of this Agreement or any Statement of Work; and

(b) apply to the exclusion of any other terms or conditions on the Supplier's quotation or Client's purchase order or any other document containing terms which seek to govern the provision of the Services which is not expressly referenced in this Agreement.

29. No partnership or agency

29.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. Third party rights

30.1 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.

30.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

31. Notices

31.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the email addresses set out in the applicable Statement of Work.

31.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

32. Counterparts

32.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

33. Multi-tiered dispute resolution procedure

33.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the appointed manager for the Statement of Work under which the dispute arises or, if the dispute arises under these Conditions, a designated manager for the overall Agreement, and the Supplier shall attempt in good faith to resolve the Dispute;

(b) If the parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, each party shall promptly (and in any event within five Business Days) appoint a representative who has authority to settle the Dispute and is at a higher management level than the person with direct responsibility for the administration of this Agreement (**Designated Representative**) and notify the other party of the name and contact information of its Designated Representative.

(c) Acting reasonably and in good faith the Designated Representatives shall discuss and negotiate to resolve the Dispute, including agreeing the format and frequency for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party shall be complied with as soon as reasonably practicable.

33.2 If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, either party may proceed with any other available remedy.

34. Governing law

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

35. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Data Protection Schedule

1. Interpretation

1.1 In addition to those set out in the main body of this Agreement, the following definitions and rules of interpretation apply in this Data Protection Schedule:

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Controller, **Data Subject**, **Processor**, **Processing** (Process and Processed to be construed accordingly), **Personal Data**, **Personal Data Breach** and **Third Country**: have the meanings given to them in Data Protection Legislation.

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

2. Data Protection Legislation

2.1 Both parties will comply with all applicable requirements of Data Protection Legislation. This Data Protection Schedule is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

2.2 The parties acknowledge that if the Supplier Processes any Personal Data on the Client's behalf when performing its obligations under this Agreement, the Client is the Controller, and the Supplier is the Processor for the purposes of the Data Protection Legislation.

2.3 **The details of Processing are as follows:**

(a) **Subject matter**: Personal Data relating to the Client's staff and clients.

(b) **Nature and purpose**: So that the Supplier can provide the Services.

(c) **Duration of the processing**: the Term of this Agreement.

(d) **Types of Personal Data**: Names, addresses, contact details and other types of Personal Data held by the Client.

(e) **Categories of data subject**: The Client's staff and clients.

3. Client obligations

3.1 Without prejudice to the generality of paragraph 2.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement so that the Supplier may lawfully use, Process and transfer the Personal Data in accordance with this Agreement on the Client's behalf.

4. Processor obligations

4.1 The Supplier shall, in relation to any Personal Data Processed in connection with the performance by the Supplier of its obligations under this Agreement:

(a) Process that Personal Data only on the documented written instructions of the Client unless the Supplier is required by applicable law to Process Personal Data. The Supplier shall promptly notify the Client of this before performing the Processing required by the applicable laws unless those applicable laws prohibit the Supplier from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Supplier, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

(c) not transfer any Personal Data to a Third Country unless the Supplier complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred. The Client agrees that the Personal Data may be transferred to or stored in a Third Country where the Client is located in order to carry out the Services and the Supplier's other obligations under this Agreement; and

(d) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by applicable law to store the Personal Data;

(f) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 4 and allow the Client access to the same for inspection and auditing purposes; and

(g) inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

4.2 The Client consents to the Supplier appointing any third party Processor of Personal Data under this Agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party Processor into a written agreement substantially on that third party's standard terms of business and which the Supplier confirms, to the best of its knowledge, reflect and will continue to reflect the requirements of Data Protection Legislation. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party Processor appointed by it pursuant to paragraph 4.

Schedule 2 Reference Charges

Service Type	**Standard Hourly Rate**	**Out of Hours Rate**
IT Support Engineer	£80	£100
Network Engineer (3rd Party)	£60	£80
Project/Consultancy Work	£90	-
Travel Time	£26	-
Mileage	45p per mile	-
Set-up of Client-supplied Hardware (computer or laptop), Full IT Support clients	£60 per device	-

All rates are exclusive of VAT and may be reviewed annually in accordance with clause 12.5.

Schedule 3 Service Levels

1. The Supplier shall use reasonable endeavours to ensure that maintenance work which may result in an interruption of the Services (Maintenance Events) shall not be performed during 9:00am to 5:00pm GMT (Office Hours). Notwithstanding the foregoing, Maintenance Events during Office Hours shall not be a breach of the Agreement and shall not be considered as downtime provided that it gives the Client at least (1) one Business Day notice of the Maintenance Event.

2. Any Maintenance Events that occur during Office Hours with less notice than required by paragraph 1, and which were not requested by the Client, shall be considered downtime for the purpose of service availability measurement. The Supplier shall at all times endeavour to keep any service interruptions to a minimum.

3. The Supplier shall endeavour to comply with the response times set out in the below table.

Priority	**Description**	**Target Response Time**
Priority 1	The entire Services are completely inaccessible. Priority 1 incidents shall be reported by telephone only.	Within 15 minutes during Office Hours
Priority 2	Operation of the Services is severely degraded, or major components of the Services are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	Within 30 minutes during Office Hours
Priority 3	Certain non-essential features of the Services are impaired while most major components of the Services remain functional.	Within 4 Office Hours.
Priority 4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Services.	Within 24-48 Office Hours.

4. The Services shall be considered as unavailable only:

   4.1 during periods of Priority 1 or Priority 2 incidents in accordance with paragraph 3; and

   4.2 during periods of unplanned Maintenance Event in accordance with paragraph 2.

5. For the avoidance of doubt, the Services shall not be considered as "unavailable" during Maintenance Events as described in paragraph 2, Client-caused outages or disruptions, or outages or disruptions attributable in whole or in part to Force Majeure events within the meaning of clause 20.