

IT Hardware, Solutions & Services Agreement

Revision 24v5(6889044.2

IT Hardware - Licensing - Apps - Security - Networks & Support - Cloud - Audits - Professional Services

This Contract consists of: (a) the above Contract Details and (b) the following Terms & Conditions. If there is any conflict or inconsistency between the different sections of this Contract, the following order of precedence shall apply to the extent required to resolve the conflict or inconsistency:

1. The Contract Details;
2. the Terms & Conditions

By signing this Contract, IOS and the Customer each agree to be bound by the terms of this Contract.

Terms and Conditions

Part 1 – Sale of Hardware

The following terms and conditions in this Part 1 apply to the sale of Hardware by IOS

1.1 Basis of future sale

1.1.1 During the term of this Contract, if any further Hardware is purchased by the Customer from IOS, which is not identified in the Contract Details, the Customer will buy the Hardware in accordance with IOS's written quotation (if accepted by the Customer) or the Customer's written order (if accepted by IOS) subject in either case to these Terms and in particular clause 3.4. No order submitted by the Customer is deemed to be accepted by IOS unless IOS confirm this in writing.

1.1.2 The Customer is responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer.

1.2 Delivery

1.2.1 Delivery of the Hardware will take place by IOS delivering the Hardware to the place agreed in writing with the Customer ("Delivery Location").

1.2.2 Any dates and times quoted for delivery are estimates only and unless otherwise agreed in writing, delivery times are not of the essence of the contract. IOS will not be liable for any loss or damage (howsoever arising) to the Customer should IOS be unable to deliver the Hardware within the quoted period.

1.2.3 Delivery is completed on the completion of unloading of the Hardware at the Delivery Location.

1.2.4 IOS is entitled to make partial deliveries by instalments and these Terms will apply to each partial delivery.

1.2.5 If the Hardware is to be delivered in instalments, each delivery will constitute a separate contract and failure by IOS to deliver any one or more instalments in accordance with these Terms will not entitle the Customer to treat the Contract as a whole as terminated.

1.3 Transfer of Property and Risk

1.3.1 Risk in respect of the Hardware passes to the Customer at the time of delivery but the title in the Hardware will not pass to the Customer until IOS has received payment in full of the price of the Hardware and all other goods agreed to be sold or services to be provided by IOS to the Customer for which payment is then due.

1.3.2 Until title in the Hardware has passed to the Customer, IOS will be entitled at any time to require the Customer to deliver up the Hardware to IOS and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Hardware is stored and repossess the Hardware.

1.3.3 Until title in the Hardware has passed to the Customer, the Customer will hold the Hardware as IOS's fiduciary agent and bailee, will not dispose of the Hardware and will keep the Hardware separate from those goods of the Customer and third parties and properly stored, protected and insured and identified as IOS's property.

1.4 Installation

1.4.1 Where IOS's written quotation for the sale of the Hardware or the Customer's written order for the Hardware (if accepted by IOS) specifies installation of the Hardware or IOS otherwise undertakes any such installation then the Customer will complete all necessary works that may be required to receive the installation of the Hardware including all necessary IT infrastructure and suitable electrical supply. If IOS is prevented or delayed from carrying out the installation through no fault of IOS then IOS is entitled to charge the Customer at IOS's then current prices for any additional works carried out by or on behalf of IOS to enable it to complete the installation and/or for compensation for any losses or costs incurred by IOS by reason of such delay.

1.5 Warranty

1.5.1 The Customer shall be entitled to the benefit of any warranty given by the manufacturer of the Hardware for the period of such warranty.

1.5.2 During such warranty period, subject to clause 1.5.3, IOS shall, at its option, repair or replace the defective Hardware, or refund the price of the defective Hardware in full if:

1.5.2.1 the Customer gives notice in writing within a reasonable time of discovery that some or all of the Hardware does not comply with the manufacturer's warranty;

1.5.2.2 IOS is given a reasonable opportunity of examining such Hardware; and

1.5.2.3 the Customer (if asked to do so by IOS) returns such Hardware to IOS's place of business at the Customer's cost.

1.5.3 The warranty only applies where the Hardware has been properly used in accordance with the relevant manufacturer's specifications and any instructions by IOS and does not apply to any Hardware that has been repaired or modified by anybody other than IOS.

1.6 Charges and Payment

1.6.1 Without prejudice to clause 3.5, in respect of the sale of Hardware:

1.6.1.1 Payment will be made by the Customer on the date(s) agreed in writing between the Customer and IOS at the point of order for the Hardware.

1.6.1.2 Invoices for Hardware will ordinarily be issued on delivery of the Hardware and must be paid within 14 days of the date of invoice.

1.6.1.3 IOS may require the Customer at any time prior to delivery to pay a deposit to secure any order or part thereof.

1.6.1.4 Any quantity discount given by IOS at the point of order may be removed if the order quantity is subsequently reduced.

Part 2 – Provision of Support

2.1. IOS Responsibilities

2.1.1 IOS will use its reasonable endeavours to respond to a valid Call within the Scheduled Service Hours and only in relation to the Hardware and/or Third Party Software.

2.1.2 IOS will use its reasonable endeavours to rectify defects or malfunctions in the Hardware and/or Third Party Software on the telephone or by use of remote access.

2.1.3 If a defect or malfunction in the Hardware and/or Third Party Software cannot be resolved on the telephone or by remote access, IOS will use its reasonable endeavours to visit the relevant Premises within the Scheduled Service Hours.

2.1.4 When carrying out work in accordance with these Terms, IOS will use its reasonable endeavours to return the Hardware and/or Third Party Software to service.

2.1.5 IOS may at its discretion provide a permanent replacement part for the Hardware, either new or refurbished, and on exchange that part becomes the property of the Customer, and the faulty part replaced becomes the property of IOS (subject to any of the Hardware being subject to lease finance).

2.1.6 IOS may repair the Hardware away from the Premises when it considers it necessary to do so.

2.1.7 IOS may make use of new releases, patches and updates of Third Party Software to rectify known problems where this is permitted under the applicable software licence agreement.

2.1.8 IOS shall not be required to perform any maintenance or support in relation to Unsupported Equipment or where the Customer is in breach of this Contract or the relevant Third Party Software licence agreement.

2.2. Period of Availability

2.2.1 IOS will only provide Support during the Scheduled Service Hours. If the Customer requests IOS to carry out any Support outside the Scheduled Service Hours then, IOS will use its reasonable endeavours to comply with this request but will charge the Customer for such services at IOS's then current rates.

2.3. Customer Responsibilities

2.4.1 The Customer will keep the Hardware in the environmental conditions recommended by the manufacturer and ensure that the external surfaces, cables and fittings of the Hardware are kept clean and in good condition.

2.4.2 The Customer will ensure that the Hardware and/or Third Party Software is only used by properly trained staff in accordance with the manufacturer's user instructions, licence terms, current computing practice and instructions issued by IOS from time to time.

2.4.3 The Customer will ensure that only personnel authorised by IOS, or the Customer's in house IT support personnel, modify, configure, maintain, repair, replace or remove any part of the Hardware and/or Third Party Software.

2.4.4 The Customer will maintain adequate records of the use, maintenance and malfunction of the Hardware and/or Third Party Software and will provide IOS with such information and assistance concerning the Hardware and/or Third Party Software, its application, use, location and environment as IOS may reasonably require to enable it to carry out Support.

2.4.5 The Customer will immediately notify IOS if there is any failure of the Hardware and/or Third Party Software and will allow IOS full and free access to the Hardware and/or Third Party Software and all documentation, software, materials and services necessary

for the provision of the Support.

2.4.6 The Customer will ensure that relevant trained and experienced staff are available when required by IOS to provide IOS with information required by IOS to diagnose and/or repair the Hardware and/or Third Party Software.

2.4.7 Where IOS provides remote diagnostic services in respect of the Hardware and/or Third Party Software, the Customer will put and keep in place a remote access link to the to the Hardware and/or Third Party Software which is acceptable to IOS. The Customer hereby agrees that IOS shall have the right at any time to access to the Hardware and/or Third Party Software remotely for the purpose of providing Support. The Customer acknowledges and agrees that such remote diagnostic services may be undertaken at times where the Customer is unavailable (for example, outside the Customer's working hours) and IOS shall have the right to perform any diagnostic and maintenance services as it sees fit even if it has not been possible to contact the Customer and inform the Customer of the proposed performance of such services.

2.4.8 The Customer must tell IOS in writing immediately that the Hardware and/or Third Party Software or any part of it is changed.

2.4.9 The Customer will notify IOS of change in the location of any part of the Hardware and/or Third Party Software. Whilst any Hardware and/or Third Party Software is being moved, all IOS's obligations to provide Support will be suspended. Support will be reinstated following re-installation of the Hardware and/or Third Party Software provided that the Hardware and/or Third Party Software has not been damaged or affected during the move. If the Hardware and/or Third Party Software has been damaged or affected during the move IOS shall have the option to inspect such Hardware and/or Third Party Software at IOS's then current rates.

2.4.10 Unless specifically included in the Statement of Work or Contract Details, the Customer is responsible for the cost of any Third Party Software upgrades which IOS advise are required.

2.4.11 It is the Customer's sole responsibility, in a manner acceptable to IOS, to operate and verify a proper back up routine, maintaining all back up copies in a secure environment such that they can and will be provided to IOS when required.

2.4.12 The Customer undertakes to put and keep in place adequate security measures to protect the Hardware and/or Third Party Software and any other software or data from viruses, harmful code or unauthorised access. IOS shall not be responsible for any unauthorised access to the Hardware and/or Third Party Software by means of hacking, any unauthorised access of the Hardware and/or Third Party Software with intent to commit or facilitate the commission of an offence or any unauthorised modification of Hardware and/or Third Party Software by a third party.

2.4.13 Whilst every effort is made to maintain a remote access link to the Hardware and/or Third Party Software, IOS will not be liable for any loss suffered by the Customer if for any

reason the remote access link is unavailable or interrupted for any period of time.

2.4.14 The Customer is solely responsible for any connection charges, line rental charges and call charges in relation to any Hardware and/or Third Party Software.

2.6. System Audit

2.6.1 IOS will, as often as IOS thinks necessary and (save in the event of an emergency) upon reasonable notice carry out a System Audit within IOS's Normal Working Hours to confirm that, in IOS's opinion, the Hardware and/or Third Party Software is in reasonable operating condition.

2.6.2 If work is required to put the Hardware and/or Third Party Software in such full working order IOS will notify the Customer accordingly. If the Customer declines to have such work carried out at its expense within thirty days of such notification, IOS may on written notice exclude such equipment from Support and will refund to the Customer by way of credit note a fair proportion of any Charges which have been paid by the Customer in respect of such equipment from the end of the notice period.

2.7. Service Exclusions

2.7.1 Support does not extend to:

2.7.1.1 any Unsupported Equipment including any part of the Hardware and/or Third Party Software which is in any way changed from that included in the Contract Details or Statement of Work;

2.7.1.2 any Hardware and/or Third Party Software which was, in IOS's reasonable opinion, operating in an unstable or unsuitable manner prior to the commencement of Support;

2.7.1.3 any work arising as a result of any breach by the Customer of any of its obligations under these Terms;

2.7.1.4 any work arising from any incident, wilful act or any error or omission in the operation of the Hardware and/or Third Party Software or any other cause (except for wear and tear) which is not due to the neglect or default of IOS;

2.7.1.5 failures or defects due to manufacture or design defects over which IOS has no control;

2.7.1.6 refurbishment or repair of casings or outer surfaces;

2.7.1.7 any work to accessories, alterations, attachments or any other equipment that is external to the Hardware and/or Third Party Software and not identified within the Contract Details or Statement of Work;

2.7.1.8 reinstatement of customised versions of the standard desktop/operating system;

2.7.1.9 reinstatement of the Customer's software and data not identified within the Statement of Work;

2.7.1.10 integration of the Hardware and/or Third Party Software or any part thereof with other systems;

2.7.1.11 cleansing of viruses and spyware, or resolving the consequences of security breaches and incompatibilities in hardware and/or software.

2.7.1.12 consumable supplies or accessories such as magnetic media, batteries, print heads, toner cartridges, ink, paper, and any other items identified as consumable by the manufacturer, unless listed in the Contract Details;

2.7.1.13 any Hardware in respect of which a notice has been served by IOS under clauses 2.8 or 2.9; and

2.7.1.1 any work arising by reason of any maintenance or repair work carried out in respect of Unsupported Equipment.

2.8. Beyond Economic Repair

2.8.1 IOS will give the Customer written notice if, in its reasonable opinion, the Hardware (or any part of it) is identified as "end of life", becomes beyond reasonable repair or spare parts become not readily available, or if faults and/or its condition are such that overhaul or replacement is necessary at which point any obligations of IOS to provide Support in respect of such equipment will be suspended. If the Customer declines to have the Hardware overhauled or replaced at its expense within thirty days of such notification, IOS may on written notice exclude such equipment from this Contract.

2.8.2 The provisions of clause 2.8.1 will apply equally in respect of any software included within the Hardware which, in the reasonable opinion of IOS, is no longer economically viable to maintain or requires upgrading or updating.

2.9. Take on Visit

2.9.1 Prior to commencement of Support, IOS may during Normal Working Hours inspect the Hardware and/or Third Party Software, or any part of it, at the Premises to confirm that it is, in IOS's reasonable opinion, in full working order in accordance with the manufacturer's requirements. If work is required to put the Hardware and/or Third Party Software in such full working order IOS will notify the Customer accordingly. If the Customer declines to have such work carried out at its expense within thirty days of such notification, IOS may on written notice exclude such equipment from Support.

Part 3 - General

3.1 Terms

3.1.1 These Terms apply to the Contract to the exclusion of any other terms the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.1.2 If there is any conflict or inconsistency between the Statement of Work and the Contract, the Contract shall take precedence.

3.2 IOS's obligations

3.2.1 IOS shall use reasonable endeavours to provide the Services in accordance in all material respects with the Statement of Work.

3.2.2 IOS may at its discretion appoint a project manager to liaise with the Customer on all matters relating to the Services. IOS shall use reasonable endeavours to ensure that the same person acts as project manager throughout the provision of the Services, but may replace him from time to time where reasonably necessary in the interests of IOS's business.

3.2.3 IOS shall use reasonable endeavours to meet any performance dates specified in the Statement of Work, but any such dates shall be estimates only and time shall not be of the essence of the Contract.

3.3 Customer's obligations

3.3.1 The Customer shall:

3.3.1.1 co-operate with IOS in all matters relating to the Services and appoint a project manager (or a suitably qualified member of staff), who shall have the authority to contractually bind the Customer on matters relating to the Services;

3.3.1.2 provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by IOS;

3.3.1.3 provide in a timely manner such information and documentation as IOS may request, and ensure that such information and documentation is correct and accurate in all material respects;

3.3.1.4 be responsible (at its own cost) for preparing the relevant premises for the supply of the Services;

3.3.1.5 act in accordance with any and all reasonable instructions issued by IOS in relation to the Services; and

3.3.1.6 ensure in the interests of health and safety that IOS's personnel, while on the Customer's premises, are at all times familiar with the Customer's premises and safety procedures.

3.3.2 If IOS's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

3.3.2.1 without limiting or affecting any other right or remedy available to it, IOS shall have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays IOS's performance of any of its obligations;

3.3.2.2 IOS shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from IOS's failure or delay to perform any of its obligations as set out in this clause 3.3.2; and

3.3.2.3 the Customer shall reimburse IOS on written demand for any costs or losses sustained or incurred by IOS arising directly or indirectly from the Customer Default.

3.4 Change control

3.4.1 The project managers shall meet on a regular basis to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

3.4.2 If either party requests a change to the scope or execution of the Services, IOS shall, within a reasonable time, provide a written estimate to the Customer of:

3.4.2.1 the likely time required to implement the change;

3.4.2.2 any variations to IOS's charges arising from the change;

3.4.2.3 the likely effect of the change on the Statement of Work and/or Contract Details;
and

3.4.2.4 any other impact of the change on the terms of the Contract.

3.4.3 If the Customer wishes IOS to proceed with the change, IOS has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Services, the relevant Statement of Work, Contract Details and any other relevant terms of the Contract to take account of the change.

3.4.4 Notwithstanding clause 3.4.3 IOS may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for

the Services.

3.5 Charges and payment

3.5.1 The Charges are set out in the Contract Details.

3.5.2 Subject to clause 3.5.11, the Charges will be reviewed by IOS annually and may be subject to an increase of no more than 15% per year.

3.5.3 The Customer will pay the Charges to IOS at the payment intervals set out in the Contract Details or in these Terms. The Charges, unless otherwise stated in the Contract Cover Sheet, shall be payable in advance by bank transfer to the bank account nominated in writing by IOS and the Customer shall pay each invoice within 14 days after the date of such invoice.

3.5.4 All waiting time spent by any employees or agents of IOS as a result of any delay, variation or failure by the Customer to comply with these Terms (which for these purposes includes any delays or postponements by the Customer of any installation dates specified by IOS, of dates of scheduled service visits or otherwise) will be payable by the Customer to IOS at IOS's then current rates.

3.5.5 The Customer shall pay any chargeable expenses and disbursements which are incurred by IOS personnel on behalf of the Customer including but not limited to hotels, subsistence, travelling, mileage, supplies, telephone charges, copying charges and the cost of any materials or services reasonably and properly provided by third parties required by IOS for the supply of the Services.

3.5.6 If the Customer fails to make any payment due to IOS (whether under these Terms or otherwise) on its due date then IOS may (without prejudice to any other remedy) cancel the Contract or suspend any further performance of any obligations by IOS to the Customer or appropriate any money received from the Customer against such sums as IOS may determine (notwithstanding any instructions from the Customer). For the avoidance of doubt, IOS will be entitled to suspend the performance of Support in the event that there are any sums owing by the Customer in respect of any other Hardware and/or Services provided by or on behalf of IOS to the Customer.

3.5.7 All payments due to IOS under these Terms will be paid in full without any set off, deduction, counterclaim or withholding of any sum for whatever reason.

3.5.8 IOS reserves the right to charge interest on the amount of any delayed payment at the rate of 4% over the base rate of Bank of England from time to time per calendar month or part thereof on the outstanding amount until payment has been made in full.

3.5.9 If any payments due to IOS in respect of Hardware are to be paid by a third party then the Customer agrees that immediately on delivery of the Hardware in question the Customer will sign the acceptance note for the leasing company or other third party and will generally take all steps as may be necessary to ensure that payment is made to IOS

for the Hardware in accordance with these Terms.

3.5.10 All amounts payable by the Customer are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under this Contract by IOS to the Customer, the Customer shall, on receipt of a valid VAT invoice from IOS, pay IOS such additional amounts in respect of VAT as are chargeable on the supply of the Hardware, Third Party Software and/or Services at the same time as payment is due for the supply of the Hardware, Third Party Software and/or Services.

3.5.11 IOS reserves the right to vary the Charges for the Services at any time for the following reasons:

3.5.11.1 an increase in user numbers or end points to be covered as part of the Service; or

3.5.11.2 an increase in Hardware and/or Third Party Software to be covered as part of the Service; or

3.5.11.3 an increase in any Third Party Software applications or subscription costs provided to the Customer as part of the Service; or

3.5.11.4 any Support services provided to the Customer outside the Scheduled Service Hours; or

3.5.11.5 any other increase in cost of providing the Services which is outside the reasonable control of IOS.

3.6 Third Party Software and IPR

3.6.1 IOS shall provide the Third Party Software to the Customer under the licence terms provided by the relevant third party software supplier which may include a one-off licence fee and/or a subscription licence fee (such fee to be included in the Charges payable under this Contract as set out in the Contract Details). Copies of such licence terms shall be made available to the Customer on request.

3.6.2 The Customer agrees to be bound by such third party licence terms and acknowledges that the consequences of failing to comply with any such licence terms are specified by the relevant third party and are outside the control of IOS. Such terms may include the right of such third party to suspend provision of the Third Party Software and delete any Customer data held by such third party at the point of suspension in the event of a breach of the licence terms due to an act or omission of the Customer.

3.6.3 Where third party subscription licence fees in respect of any Third Party Software are payable in advance by the Customer, IOS shall not be obliged to contract with or pay the third party provider of any Third Party Software until it is in receipt of funds from the Customer to cover any such third party subscription licence fees.

3.6.4 On termination of the Contract for any reason, the Customer shall be liable to pay IOS for all third party licence fees due up to the date of expiry of the Contract (regardless of the earlier termination of the Contract).

3.6.5 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by IOS and/or the relevant third party licensor of the Third Party Software.

3.7 IOS Employees

3.7.1 The Customer will take all such steps as may be necessary to ensure the safety and welfare of any of IOS's representatives who visit any premises of or on behalf of the Customer.

3.7.2 The Customer will fully indemnify and hold harmless IOS from and against any claim for loss, damage or injury to any person or property occasioned by or arising directly or indirectly from any negligence or misuse of the Hardware or any other breach of these Terms by or on behalf of the Customer.

3.8 Liability

3.8.1 Subject as expressly provided in these Terms all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

3.8.2 The following provisions set out the entire financial liability of IOS (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

3.8.2.1 any breach of the Contract however arising;

3.8.2.2 any use made by the Customer of the Hardware and/or Third Party Software and/or Services or any other services provided under this Contract or any part of them; and

3.8.2.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

3.8.3 Nothing in this Contract excludes the liability of either Party:

3.8.3.1 for death or personal injury caused by such party's negligence;

3.8.3.2 for fraud or fraudulent misrepresentation; or

3.8.3.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

3.8.4 Subject to clause 3.8.3, IOS shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

3.8.4.1 loss of profits; or

3.8.4.2 loss of business; or

3.8.4.3 depletion of goodwill or similar losses; or

3.8.4.4 loss of anticipated savings; or

3.8.4.5 loss of goods; or

3.8.4.6 loss of contract; or

3.8.4.7 loss of use; or

3.8.4.8 loss or corruption of data or information; or

3.8.4.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

3.8.5 Subject to clause 3.8.3, IOS'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 Contract shall be limited to the Charges paid by the Customer during the 12 months preceding the date on which the claim arose.

3.8.6 The Customer warrants to IOS that none of its employees nor the employees of any other party will become employees of IOS by reason of the provision of the services by IOS under these Terms, the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("the Regulations") or otherwise. The Customer will repay to IOS any costs, expenses or other sums for which IOS is or may be liable by reason of the applicable or alleged application of the Regulations in relation to provision of such services by IOS including (without limitation) any compensation or damages which IOS pays to any such person.

3.9 Warranties

3.9.1 The Customer warrants and represents that the use by IOS of any data, materials or equipment supplied by the Customer for use by IOS, will not infringe the Intellectual Property Rights of any third party and the Customer will fully indemnify IOS in this respect.

3.10 Confidentiality

3.10.1 Except as expressly provided, neither party may at any time whether during or after the expiry of these Terms use or disclose the other party's Confidential Information and the Customer will take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations will continue beyond the termination of employment with the Customer.

3.10.2 IOS may as a consequence of providing any services to the Customer be exposed to information which the Customer may consider to be Confidential Information. It is the Customer's responsibility to ensure that any such Confidential Information is marked appropriately or otherwise identified in writing to IOS.

3.10.3 The obligations of this clause 3.10 shall survive the termination of these Terms.

3.11. Performance

3.11.1 IOS will not be liable for any failure or delay in complying with these Terms if the failure or delay was due to force majeure, including any circumstances whatsoever beyond the reasonable control of IOS in which event IOS will as soon as reasonably practicable notify the Customer of the nature and extent of the circumstances in question. If the force majeure continues for more than 30 days then IOS may cancel this Contract (or any part thereof) without liability to the Customer.

3.12 Sub-Contracts

3.12.1 IOS may assign, sub-contract or otherwise transfer the benefit of, and/or its obligations under this Contract to any person at any time.

3.12.2 The Customer acknowledges that this Contract is personal to the Customer and that it may not assign or in any way make over to any third party, whether in whole or in part, the benefit of, and/or its obligations under this Contract without the prior written authority of IOS and on such terms as IOS may reasonably require.

3.13 Term and Termination

3.13.1 This Contract shall commence on the Effective Date. Unless terminated earlier in accordance with this Clause 3.13, this Contract shall continue in force for the Initial Term and shall automatically extend for successive 12 month periods ("Renewal Period") at the end of the Initial Term and at the end of each Renewal Period. 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 Renewal Period, to terminate this Contract at the end of the then current Initial Term or the relevant Renewal Period, as the case may be.

3.13.2 IOS may without prejudice to any other remedy available to it at any time by giving written notice immediately terminate or suspend this Contract or such part of it as IOS may elect (including stopping any goods in transit) if:

3.13.2.1 the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified to make such payment;

3.13.2.2 the Customer commits a material breach of any other term of this Contract and if the breach is capable of remedy, is not remedied within 14 days of a written notice detailing the breach;

3.13.2.3 a resolution is passed or an order is made for the liquidation of or the winding up of the Customer (save for the purpose of a bona fide reconstruction or amalgamation);

3.13.2.4 the Customer becomes subject to an administration order, a receiver or manager or administrative receiver is appointed over the Customer's property or assets;

3.13.2.5 the Customer suffers execution or distress or takes or suffers any similar action in consequence of a debt;

3.13.2.6 the Customer is insolvent or would be taken as insolvent under section 123 Insolvency Act 1986;

3.13.2.7 the Customer is dissolved or otherwise threatens or ceases to carry on business or a substantial part of it;

3.13.2.8 in the case of a sole trader or partnership anything analogous to any of the above occurs.

3.13.3 On termination of this Contract for any reason:

3.13.3.1 the Customer will return or delete any of IOS's Confidential Information and return to IOS all property of IOS under the Customer's possession or control and IOS will return or delete any of the Customer's Confidential Information and return to the Customer all property of the Customer under IOS's possession or control;

3.13.3.2 the Customer shall be liable for the full value of IOS's Charges as well as any and all charges, fees and additional costs accrued up to the point of termination, which may include but not be limited to software costs and travelling expenses; and

3.13.3.3 any licence to use software granted by IOS (or third party licensors) will immediately terminate and the Customer will return to IOS any such software and all copies thereof and will not use or permit the use of any such software. The Customer acknowledges and agrees that IOS will be entitled to remove such software from all operating systems of the Customer whether by means of remote access or otherwise. The Customer will not do or omit to do anything which might prevent or hinder such removal.

3.13.4 The Customer may terminate the Contract for convenience at any time, in whole or in part, on giving not less than 90 days prior written notice to IOS, provided that on any such termination prior to the end of the Initial Term or during any Renewal Period, it shall

be obliged to pay termination compensation to IOS as follows:

3.13.4.1 the balance of any Charges due and payable by the Customer to the date of termination together with any outstanding invoices; and

3.13.4.2 a sum of money equivalent to 75% of the Charges that would have become payable for the period starting on the date the Contract is terminated and ending on the date on which the Customer could have terminated the Contract under clause 3.13.1.

3.13.5 IOS may terminate the Contract for convenience at any time, in whole or in part, on giving not less than 90 days prior written notice to the Customer.

3.14 Data Protection

3.14.1 All personal information that IOS may use will be collected, processed, and held in accordance with IOS's Privacy Notice.

3.14.2 In this Clause 3.14, "personal data", "data subject", "controller", "processor", and "personal data breach" shall have the meaning set out in the Data Protection Legislation.

3.14.3 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 3.14 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

3.14.3 For the purposes of the Data Protection Legislation and for this Clause 3.14, IOS is the "Processor" and the Client is the "Controller".

3.14.4 The Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Processor for the purposes described in this Contract.

3.14.5 The Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Contract:

3.14.5.1 Process the personal data only on the written instructions of the Controller unless the Processor is otherwise required to process such personal data by law. The Processor shall promptly notify the Controller of such processing unless prohibited from doing so by law;

3.14.5.2 Ensure that it has in place suitable technical and organisational measures to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures;

3.14.5.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

3.14.5.4 Not transfer any personal data outside of the UK without the prior written consent of the Controller and only if the following conditions are satisfied:

- (i) The Controller and/or the Processor has/have provided suitable safeguards for the transfer of personal data;
- (ii) Affected data subjects have enforceable rights and effective legal remedies;
- (iii) The Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
- (iv) The Processor complies with all reasonable instructions given in advance by the Controller with respect to the processing of the personal data.

3.14.5.5 Assist the Controller in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office) subject to the Controller paying IOS's reasonable and proportionate costs in responding to all such requests;

3.14.5.6 Notify the Controller without undue delay of a personal data breach;

3.14.5.7 On the Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Controller on termination of this Contract unless it is required to retain any of the personal data by law; and

3.14.5.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 3.14 and to allow for audits by the Controller and/or any party designated by the Controller on reasonable notice and at reasonable times and at the Controller's cost and provided that the Controller shall request such audits no more frequently than once a year.

3.14.6 The Processor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 4.13 without the prior written consent of the Controller (such consent not to be unreasonably withheld). In the event that the Processor appoints a sub-processor, the Processor shall:

3.14.6.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Processor by this Clause 3.14 and which shall permit both the Processor and the Controller to enforce those obligations; and

3.14.6.2 Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.

3.14.7 Either Party may, at any time, and on at least 45 Calendar days' notice and subject to the other Party's agreement, alter this Clause 3.14, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this Contract.

3.14.8 Notwithstanding the other provisions of this clause 3.14, the Customer consents to the transfer to and processing of personal data by the third party licensors of the Third Party Software in accordance with their licence terms.

3.14.9 The Customer acknowledges that any data transmitted over the Internet or through any other form of transmission including by telephony or other electronic means cannot be guaranteed to be free from the risk of interception even if transmitted in encrypted form and that IOS has no liability for the loss, corruption or interception of any such data.

3.15 Notices

3.15.1 All notices under these Terms must be in writing and will be effective only if given by either party to the other party at their last known principal place of business or such other address as that party has nominated, in writing, for that purpose.

3.16 Law and Jurisdiction

3.16.1 These Terms will be governed by and construed in accordance with English Law and the English Courts will have non-exclusive jurisdiction to hear all disputes arising in connection with these Terms.

3.16.2 The invalidity or unenforceability for whatever reason will not prejudice the continuation in force of the remainder of these Terms and if any part of these Terms is held by a Court or other competent authority to be illegal or ineffective it or they will be replaced with such legal and effective terms that most closely approach the ineffective terms.

3.17 Entire Agreement

3.17.1 These Terms, the Statement of Work and the Contract Details contains the entire agreement between the parties with respect to their subject matter and supersede all previous written and oral agreements and understandings between the parties. The Customer acknowledges that in entering into the Contract it does not rely on any representation, warranty, agreement or other provision except as expressly set out in these Terms and that all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in these Terms will affect the liability of IOS for any fraudulent misrepresentation.

3.18 Miscellaneous

3.18.1 any reference to person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and

3.18.2 any reference to company includes any company, corporation or other body corporate, wherever and however incorporated or established.

3.18.3 The parties hereby agree that a person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (as amended, modified or supplemented from time to time) to enforce any of these Terms.

Part 4 – Interpretation

In these Terms, unless the context otherwise requires, the following words have the following meanings:

Call

Communication (including an email) received by IOS from the Customer reporting a defect or malfunction in the Hardware and/or Third Party Software.

Charges

The sums payable by the Customer to IOS for the Hardware, Third Party Software and/or Services as set out in the Contract Details.

Confidential Information

Any trade secrets or confidential or proprietary information of either party, including these Terms, but excluding any information: (a) in the public domain otherwise than by a breach of the Contract; (b) which, prior to disclosure, was already known by the recipient; (c) that the other party develops independently of or to any information that is disclosed to it under the provisions of the Contract; or (d) which is subsequently disclosed to the recipient by a third party at liberty to disclose it.

Contract

The contract between the Customer and IOS for the sale of Hardware, Third Party Software and/or Services in accordance with the Contract Details and these Terms.

Contract Details

The front sheet attached to these Terms setting out details of the Contract.

Customer

The person or firm named in the Contract Details who purchases the Hardware, Third Party Software and/or Services from IOS.

Data Protection Legislation

All applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).

Effective Date

The date on which the last party signed the Contract Details.

Hardware

All or part of the network and hardware as identified in the Contract Details and the Statement of Work for which the Customer will purchase and/or Support is to be provided by IOS.

Initial Term

The fixed period of thirty six (36) months from the Start Date for which Support is to be provided or such other term as specified in the Contract Details.

Intellectual Property Rights

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 rights, 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 applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

IOS

Integrated Office Systems Limited (CRN 02892924) or such other group company as may be notified to the Customer from time to time.

Personnel

Any employee, agent, consultant and/or sub-contractor of the party concerned.

Premises

The Customer sites at which the Hardware and/or Third Party Software is located and/or Support is to be provided as may be agreed in writing between the parties.

Renewal Period

The period commencing after the Initial Term as referred to in clause 3.13.1, during which IOS will continue to provide the Services in accordance with the Contract Details.

Services

The Support and any other consultancy services to be provided by IOS as set out in the Statement of Work.

Scheduled Service Hours

The times during which IOS will endeavour to provide Support during the period 09.00am and 17.30 Monday to Thursday and 09.00am and 16.30 Friday (excluding bank holidays).

Start Date

The date that IOS confirms to the Customer that the Hardware and/or Third Party Software have been successfully installed at the Premises.

Statement of Work

The proposal to the Customer setting out IOS's understanding of the Customer's requirements.

Support

The provision of a maintenance service for the Hardware and/or Third Party Software as set out in the Statement of Work.

System Audit

Means an inspection of the Hardware, Third Party Software and any other of the Customer's hardware, software or other equipment or part thereof but does not include repair or replacement.

Terms

These terms and conditions.

Third Party Software

Software developed and licensed by a third party, for which IOS have agreed to provide Support, as identified in the Contract Details and the Statement of Work for which the Customer will purchase and/or Support is to be provided by IOS.

Unsupported Equipment

Any of the Customer's hardware, software or other equipment that IOS are not providing Support and which is not identified in the Statement of Work.