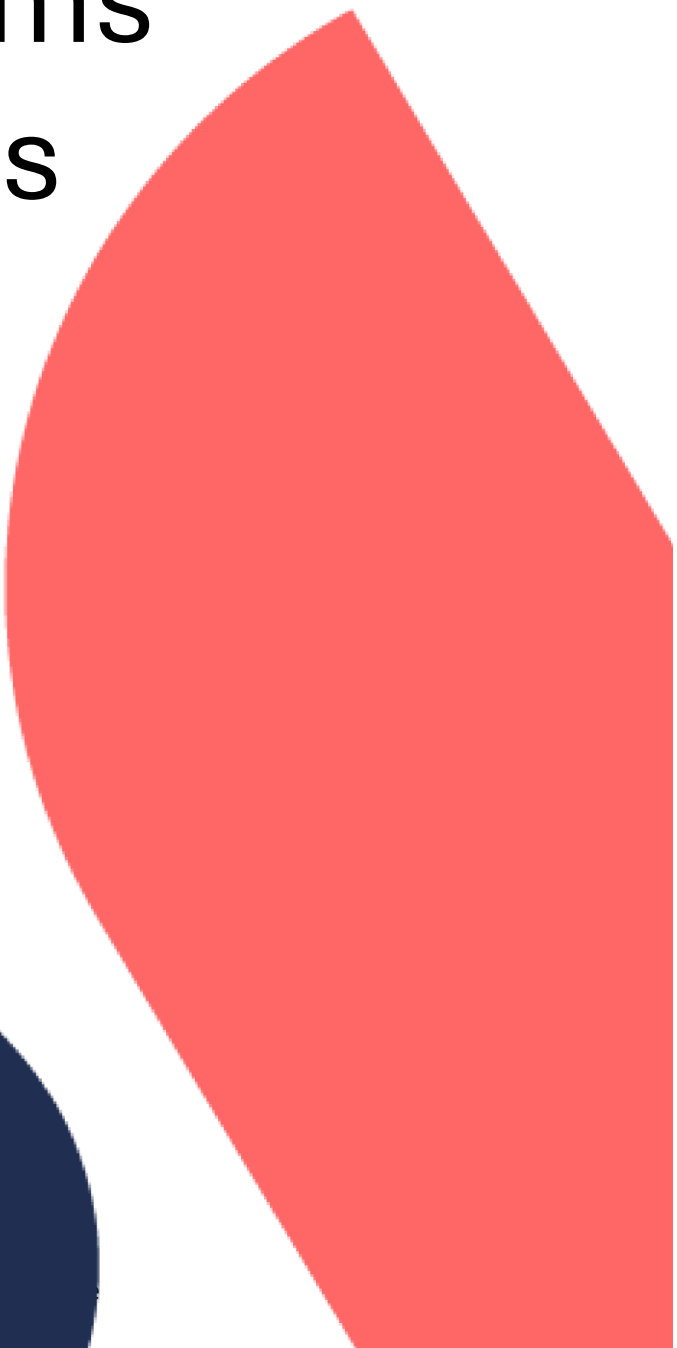
Enterprise Terms and Conditions





1. INTERPRETATION

The definitions and other provisions in Schedule 1 apply to these Terms and the Contract.

2. APPLICATION OF THE TERMS

2.1. Each Quotation entered into by the Parties shall form a separate and severable legally binding agreement comprising:

2.1.1. these general terms and conditions, including the Schedules ("Terms");

2.1.2. the Specific Terms relevant to the Services to be provided pursuant to the Contract;

2.1.3. the Service Definition Documents attached to the Quotation; and

2.1.4. the Quotation (as applicable),

each Quotation together with the items specified in Clauses 2.1.1 to 2.1.4 above, a "**Contract**". For the avoidance of doubt, a Statement of Work without a Quotation is not intended to operate as a standalone contract unless expressly stated to do so.

2.2. The Supplier may make available to the Customer a copy of the Contract and related non-contractual documents through a digital data room or similar platform (the "**Deal Room**"). Where in this Contract a document is referred to as being "attached" to the Quotation, that shall include where the document is included in the data room. Only those documents identified in Clause 2.1 or otherwise explicitly identified as forming part of the Contract shall form part of the legally binding agreement between the parties, and the inclusion of a document in the Deal Room shall not necessarily mean that document is to be incorporated into the Contract. For the avoidance of doubt, the Supplier's Sales and Marketing Documents are not incorporated into and do not form part of the Contract, these being informational only.

2.3. Where the Services involve the Supplier provisioning or facilitating the Customer's access to the Supplier's or any Third Party Supplier's web portals or other hosted software, the Customer shall comply with any terms and conditions generally available through such web portals or hosted software, provided that where those terms are imposed by the Supplier, the terms and conditions shall apply only insofar as they do not conflict with this Contract.

2.4. The Contract shall not prevent either party from entering into similar agreements with third parties.

3. CONTRACT FORMATION AND STRUCTURE

3.1. Each Contract shall become legally binding upon signature of the relevant Quotation by both Parties. Where the Customer requests the Supplier to commence work ahead of signature, then the Terms and any relevant Specific Terms shall govern the performance of such work until the relevant Quotation has been agreed.

3.2. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on either party unless in writing and signed by authorised representatives of both parties, save that where

the Supplier provides a digital facility for the Customer to purchase Services or to vary the volumes of Services, all such variations shall be valid and binding under the Contract.

3.3. If there is any conflict between the parts of this Contract, then the following order of precedence shall apply:

3.3.1. the Schedules, excluding the Specific Terms; and then

3.3.2. the Specific Terms applicable to this Contract; and then

3.3.3. the Terms, excluding the Schedules; and then

3.3.4. the Quotation (as applicable); and then

3.3.5. any Statement of Work; and then

3.3.6. the Service Definition Documents; and then

3.3.7. any other part of this Contract,

provided that where any conflicting terms explicitly state that "This term shall take precedence over the Terms, clause 3.3 of the Terms notwithstanding", that conflicting term shall take precedence.

4. SUPPLIER'S OBLIGATIONS

4.1. The Supplier shall:

4.1.1. perform the Services with all reasonable skill and care and substantially in accordance with the relevant Quotation and all applicable Service Definition Documents;

4.1.2. use reasonable endeavours to meet any dates set out in any Quotation, but any such dates shall be estimates only and time shall not be of the essence in respect of the Supplier's performance of the Contract;

4.1.3. observe all reasonable health and safety and security requirements that apply at any of the Customer's premises and that have been communicated to it within a reasonable time prior to the commencement of the Services, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract;

4.1.4. remain throughout the term of the Contract certified by an independent, reputable and competent certification body in respect of International Standards Organisation (ISO) 27001, ISO 9001, ISO 14001, ISO 20000;

4.1.5. use in the performance of the Contract personnel that are adequately skilled and experienced for the activities they are required to perform;

4.1.6. be permitted to use AI Systems and AI Outputs in its delivery of this Contract subject to these Terms, and subject to the Supplier using all reasonable skill and care in its use of those AI Systems and AI Outputs; and

4.1.7. in performing its obligations under the Contract, comply with all applicable laws.

5. CUSTOMER'S OBLIGATIONS

5.1. The Customer shall:

5.1.1. co-operate with the Supplier in all matters relating to the Contract, including by fulfilling all requirements and other activities specified for the Customer in the Contract;

5.1.2. provide to the Supplier, in a timely manner, all necessary access (whether physical or remote) to the Customer's premises, data and other facilities as reasonably required by the Supplier, including as required by the Contract;

5.1.3. provide to the Supplier in a timely manner all documents, information, and other materials in any form reasonably required by the Supplier, including as required by the Contract, and ensure that they are accurate and complete;

5.1.4. provide access to, and assistance from, its and its third parties' personnel as may be reasonably requested by the Supplier from time to time;

5.1.5. comply with the Supplier's Fair Use Policy;

5.1.6. allow and assign the Supplier and/or its designated subcontractors, Admin on Behalf of (AOBO) or admin access (at either owner or contributor level, as applicable) or such other access as the Supplier requires to the Customer's relevant servers and networking systems for the duration of the Contract;

5.1.7. where a Microsoft Cloud service is deployed / utilised within the project (Azure, Enterprise Mobility Suite, Power Platform, Office 365 or Dynamics 365), the Supplier will, for the duration of the Contract, be assigned to the cloud subscription/s as the Claiming Partner of Record (CPOR) and Digital Partner of Record (DPOR) and/or Partner Admin Link (PAL) and/or Transacting Partner of Record (TPOR) and/or Admin on Behalf of (AOBO), and at any other level of access required by the Supplier to provide the Services and to meet the requirements set by Microsoft from time-to-time. The Customer acknowledges that the Charges may reflect a concession that is contingent upon the Supplier being designated at the requested level of access in accordance with this Clause. If in breach of this Clause the Customer fails to designate the Supplier as required, the Supplier shall be entitled to charge the Customer an additional amount to reflect the Charges that should have been paid where the concession had not been applied;

5.1.8. in respect of any Microsoft funded services, sign and deliver the Microsoft Proof of Execution ("POE") within seven (7) days of the date of issue by Microsoft. In the event that the Customer does not return the POE within the seven (7) days' notice period, or Microsoft decline or fail to make timely payment, the Supplier shall be entitled to charge the Customer the amounts directly as Charges under the Contract;

5.1.9. if such Microsoft funded element(s) of the Services are not completed by the Microsoft funding deadline date stated in the applicable SOW due to a delay or other act or omission of the Customer, the Supplier shall be entitled to charge the Customer the funded element directly and the Customer shall observe the payment terms in the Contract;

5.1.10. where Azure Lighthouse is deployed, ensure the Supplier has the required access for the duration of the Contract;

5.1.11. comply with all applicable laws and regulations with respect to its activities under the Contract;

5.1.12. maintain continuous global admin access to the Customer's relevant cloud services portals for the duration of the Contract;

5.1.13. promptly upon becoming aware notify the Supplier of any unauthorised access or use of the Services or of the Supplier's or its third parties' infrastructure, including where such access is access to licensed software or other services where only a defined number of users can access those services and the Customer's use of them has exceeded that number, and where appropriate the Customer shall be liable to the Supplier for additional licence fees for that unauthorised access;

5.1.14. be responsible for ensuring that all hardware used by the Customer in the receipt or use of the Services and Deliverables is compatible with the Services and Deliverables and appropriately resourced and configured. The Supplier shall not be responsible for any defect in the Services or any Deliverable to the extent such defect arises due to the hardware used by the Customer; and

5.1.15. not attempt to reverse engineer or decompile any software or other functionality offered or implemented as part of the Services or Deliverables unless the Quotation contemplates the Customer having access to the underlying source code, architecture, systems configurations, prompts or similar; and shall not attempt to cause any AI Systems used by the Supplier to disclose its instructions, or any underlying context or training data (other than in the usual operation of that functionality), to perform functions other than those intended by the Supplier or contemplated by the relevant Quotation, or to use Supplier's AI Systems and AI Outputs for the development, testing or training of other AI Systems.

5.2. Subject to Clause 18.2 and notwithstanding any other provision of the Contract, the Supplier shall have no liability or responsibility for failure to perform the Services or its other obligations in accordance with the Contract including any Service Levels if it is prevented, hindered or delayed in doing so as a result of the Customer's (including without limitation any of its employees, third party providers, subcontractors or any of its staff) breach of its obligations under the Contract.

6. CHANGE CONTROL

6.1. Either party may request a change to the Services, Charges, or any other part of the Contract. If a change is requested, the Supplier will review the request and, within a reasonable time, let the Customer know the likely impact of the change, including any impact on the Charges, timing, Services or Contract terms.

6.2. The Supplier will not be required to implement any change unless the parties have agreed the change in writing. Where either Party requests a change, the other Party will consider the request and will not unreasonably withhold or delay its agreement.

6.3. Nothing in this clause prevents Charges or Services varying where the Contract or Quotation already allows for variance, including usage-based, consumption-based or customer-controlled changes, or where the Customer makes changes through any digital facility provided by the Supplier or any Third Party Supplier.

6.4. Notwithstanding any other part of this Clause 6, the Supplier may make adjustments to the content, scope and method of delivery of the Services where such change is applied to all customers receiving the same Services and does not unreasonably prejudice the Customer or the utility of the Services.

7. CHARGING AND INVOICING

7.1. The Supplier shall invoice for the Charges and all other properly incurred fees and expenses, and the Customer shall pay all such invoices within thirty (30) days from the invoice date in cleared funds without any deduction, set-off or counterclaim.

7.2. The Charges are exclusive of VAT, which shall be invoiced to and paid by the Customer at the rate and in a manner for the time being prescribed by law.

7.3. The Supplier may charge the Customer for reasonable out-of-pocket expenses incurred by the Supplier or its subcontractors or personnel, which may be charged by the Supplier on production of reasonable evidence of expenditure to the Customer.

7.4. The Supplier reserves the right to vary the payment terms and/or invoicing terms, should Customer's credit adversely change or the Customer persistently fails to fulfil its payment obligation within the agreed payment terms. Such variations may include without limitation requiring payment in advance or requiring invoices to be paid on shorter payment terms.

7.5. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under the Contract on the due date:

7.5.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% per month; and

7.5.2. the Supplier may suspend part or all of the Services until payment is made in full. For the avoidance of doubt, in the case of the Managed Services, the Charges shall continue to accrue during the suspension.

7.6. If the Customer uses a finance company to purchase the Services from the Supplier, and such finance company fails to pay the Supplier, then the Customer shall be liable and shall pay the Supplier in full for any outstanding Charges.

7.7. The Supplier may increase any fees related to any Third Party Services in line with any increases imposed upon the Supplier by such third parties upon reasonable notice, which shall be not less than thirty (30) days' notice, unless the notice given by the third party is less. Where any increase is due to the Customer's use of the third party services in a manner not contemplated by the Contract, the Supplier shall be entitled to impose any increase as soon as the corresponding third party increase becomes effective.

7.8. The Supplier may increase the Charges, by giving notice to the Customer at any time, to reflect any increase in the cost of delivering the Services due to: (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties); (b) any request by the Customer to change the delivery date(s), quantities of Services or the specification for the Services; or (c) any delay caused by the Customer or any failure on the part of the Customer to provide adequate or accurate information or instructions in respect of the Services.

7.9. Without prejudice to any other part of this Contract, the Supplier shall be entitled to increase the Charges by an amount not exceeding reported RPI +3%, such increase to be applied not more than once per calendar year.

8. DISPUTES

8.1. The parties shall attempt, in good faith, to resolve any dispute promptly by negotiation which shall be conducted as follows:

8.1.1. the dispute shall be referred, by either party, first to the Customer or Supplier Representative (as applicable) for resolution;

8.1.2. if the dispute cannot be resolved within fourteen (14) days after the dispute has been referred to the manager then either party may give notice to the other party in writing ("Dispute Notice") that a dispute has arisen and could not be resolved by the managers; and

8.1.3. within seven (7) Working Days of the date of the Dispute Notice, each Party shall refer the dispute to a company director for resolution.

8.2. If the company directors are unable, or fail, to resolve the dispute within twenty-one (21) Working Days of the date of the Dispute Notice, or within fourteen (14) Working Days of the reference to the company directors pursuant to this Clause 8, the parties may attempt to resolve the dispute by mediation.

8.3. The method of mediation may be any reasonable and cost-effective method of mediation acceptable to both Parties. The Parties shall engage in any such mediation fully, promptly and in good faith with a view to resolving the dispute and minimising costs.

8.4. Nothing in this Clause 8 shall prevent either party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Supplier hereby grants to the Customer a non-exclusive, non-transferable, perpetual, irrevocable, worldwide licence to use, copy, and otherwise deal with any of the Supplier's Intellectual Property Rights incorporated in the Services or Deliverables, to the extent necessary for the Customer to receive the benefit of the Services or Deliverables. The Customer may sub-licence the Supplier's Intellectual Property Rights under this licence to third parties where reasonably necessary to use the Services and Deliverables in the manner contemplated by the Contract.

9.2. The Customer hereby grants the Supplier a non-exclusive, non-transferable, irrevocable licence to use, copy and otherwise deal with the Customer's Intellectual Property Rights, solely to the extent necessary for the Supplier to provide the Services and Deliverables and to administer its business. Such licence shall be only for the term of this Contract unless otherwise required to allow the delivery of the Services and Deliverables. The Supplier may sub-licence the Intellectual Property Rights under this licence to third parties where reasonably necessary to deliver the Services and the Deliverables, including to any Subcontractors or Third Party Suppliers.

9.3. As between the Supplier and the Customer, the Supplier or its licensors shall own all Intellectual Property Rights subsisting in the Services and any Deliverables, unless such Intellectual Property Rights are explicitly identified as Bespoke IPR in the relevant Quotation, in which case Clause 9.4 shall apply.

9.4. In respect of any Bespoke IPR, but expressly excluding any of the Supplier's Background IPR, the Supplier shall upon full payment of the applicable Charges:

9.4.1. assign to the Customer as at the date of creation all of its rights, title and interest (including all Intellectual Property Rights) in all Bespoke IPR without further consideration and such assignment will also be an assignment (in respect of any copyright existing therein) of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988 or equivalent provision in any relevant jurisdiction; and

9.4.2. procure from any relevant members of the Supplier group, any contractor, agent or subcontractor of Supplier, any assignments and any relevant waivers of moral rights (as conferred by Chapter IV of the Copyright, Designs and Patents Act 1988) in relation to the Bespoke IPR that are necessary to give effect to this Clause 9.4.

Except as expressly set out in the Contract, the Customer shall acquire no right, title or interest in any of the Intellectual Property Rights embodied by the Services or the Deliverables.

9.5. The Parties intend that this Clause 9 shall be sufficient to vest or assign ownership of all Bespoke IPR to the Customer. If this Clause 9 is not effective, the Supplier shall, and shall procure that any third parties referred to in Clause 9.4.2 shall, do such acts as may be reasonably necessary, and execute all necessary documents relating to such matters, to assign or vest the ownership of the Bespoke IPR to the Customer.

9.6. Where the Services incorporate any Third Party Services, such Third Party Services shall be licensed subject to all applicable licensing terms and conditions for that software. The Customer agrees to be bound to the relevant third parties by such licence terms and to ensure that its Affiliates are bound under similar obligations owed to the relevant third party.

9.7. The Supplier warrants that the receipt and use of the Services and Deliverables by the Customer shall not infringe any Intellectual Property Rights of any third party. The Supplier shall not be in breach of this Clause 9.7, and the Customer shall have no claim under the indemnities given in Clause 10, to the extent the infringement arises from any use of the Services or Deliverables other than in accordance with the Contract; any modification or combination of the Services or any Deliverable with any services or deliverables not provided by the Supplier, other than any modification or combination by or on behalf of the Supplier; the Supplier's compliance with the Customer's specifications or instructions; the Customer's use of versions of software other than the most recent versions made available by the Supplier; the provision by the Customer or any third party of infringing materials or services; or the Customer's or any third party's use, deployment, publication or reliance on any AI System or AI Outputs.

9.8. Neither Party shall have any right to use any of the other party's names, logos or trademarks on any of its products or services without the other party's prior written consent.

9.9. Nothing in this Contract shall limit the Supplier's use internally and with other parties of any ideas, concepts, techniques, methodologies, know-how, software, frameworks, tools, processes, templates, algorithms, models, prompts, training data, datasets, libraries and other materials or components used in the delivery of the Services, provided that such use does not entail a breach of Clause 14 (Confidentiality) or a misuse of the Customer's proprietary data.

9.10. Without prejudice to the Supplier's rights and remedies for infringement of its Intellectual Property Rights nor to the limitations contained in this Clause 9, the Customer undertakes that it shall not, whether directly or through a third party: (i) use or rely on any Supplier materials, Services, Confidential Information or the Supplier's or its licensors' Intellectual Property Rights to develop, manufacture, market, train or distribute a product or services that materially replicates or replaces the functionality of the Services or Deliverables, nor assist any third party in doing the same; (ii) share any materials embodying the Supplier's or its licensors' Intellectual Property Rights with any third party other than as necessary to receive the

benefit of the Services or Deliverables; nor (iii) copy, reproduce or make derivative works of any materials embodying the Supplier's or its licensors' Intellectual Property Rights, other than as permitted under this Clause 9. For the purposes of this Clause 9.10, the Supplier's and its licensors' Intellectual Property Rights shall include all Intellectual Property Rights, knowhow, data, databases, architecture and confidential information relating to artificial intelligence and machine learning models, algorithms, prompts, training data, datasets, frameworks, libraries, tools and related materials used, developed or improved by the Supplier in connection with the Services.

9.11. The Customer shall use the Services only for the purposes set out in the Contract and that were otherwise in the reasonable contemplation of the Parties as at the effective date. Any material change in the Customer's use of the Services shall be notified to the Supplier in writing in reasonable time prior to that change in use, and the Supplier shall be entitled to levy Additional Service Charges for such change in use when it will materially impact the Services, the costs associated with delivering the Services, or the risks to the Supplier in respect of its delivery of the Services.

10. INTELLECTUAL PROPERTY INDEMNITY

10.1. Subject to Clause 18.3.3, the Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including reasonable legal fees) suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for infringement of a third party's intellectual property rights arising out of or in connection with use of the Services (a "Claim"), provided that, if any third party makes a Claim, or notifies an intention to make a Claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity, the Customer:

10.1.1. as soon as reasonably practicable, gives written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

10.1.2. does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);

10.1.3. gives the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and

10.1.4. takes such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

10.2. Subject to Clause 18.3.3, the Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with: i) the Customer's use or possession of the Services and/or Suppliers Intellectual Property Rights in breach of the Contract, ii) the Supplier's possession or use of any materials provided by or on behalf of the Customer in connection with the provision of the Services, iii) the modification or alteration of the Services or Deliverables by the Customer or its third parties, or the combination of the Services or Deliverables with any other data, code, documents or other software, iv) the Customer's or any of its third parties' use, deployment, publication or reliance on any AI System or AI Output infringes or is alleged to infringe the IPR of a third party. This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or

nature of any settlement, compromise or determination. If such a claim arises and the Customer is required to indemnify the Supplier then:

10.2.1. the Customer shall be given prompt notice of any such claim, such notice specifying the nature of the claim in reasonable detail;

10.2.2. the Supplier shall provide reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

10.2.3. the Customer shall be given sole authority to defend or settle the claim.

10.3. If a Claim is brought or in the reasonable opinion of the Supplier is likely to be made or brought, the Supplier may at its own expense ensure that the Customer is still able to use the Deliverable(s) by:

10.3.1. modifying any and all of the Deliverables without reducing the performance and functionality for any or all of the Deliverables, so as to avoid the infringement or the alleged infringement, provided that these Terms shall apply in the same way and to the same extent to such modified or substituted services;

10.3.2. procuring a licence or permission to use the Deliverables on terms which are acceptable to the Customer, such acceptance not to be unreasonably withheld; or

10.3.3. if the Supplier acting reasonably determines that the actions allowed under Clauses 10.3.1 and 10.3.2 will not resolve the Claim without further liability, terminate the affected Services immediately upon written notice to the Customer and repay to the Customer any fees paid by the Customer relating to any outstanding term of the Contract. Such termination shall not relieve the Supplier of any liabilities that arise prior to the date of termination.

11. PERSONNEL

11.1. Each party shall appoint the persons named as such in the Contract as the Customer Representative and the Supplier Representative (the "Representative(s)"). The Representatives shall have the authority to act on behalf of their respective party on the matters set out in, or in connection with, these Terms. Either party may, by further written notice to the other party, revoke or amend the authority of its Representative or appoint a new Representative.

11.2. The Representatives shall be sufficiently senior within the organisation of the appointing party, and granted sufficient authority by that party to ensure full cooperation and commitment in relation to the Services, and the operation and the management of these Terms.

12. NON-SOLICITATION

12.1. The Customer shall not during the applicable Term nor for twelve (12) months following the termination or expiry of the Contract, either directly or indirectly solicit or entice away (or seek or attempt to solicit or entice away) or employ or attempt to employ any person from the employment of the Supplier in the provision of the Services, whether an employee or subcontractor of the Supplier.

12.2. If the Customer commits any breach of Clause 12.1, the Customer shall pay to the Supplier a sum equal to: (a) in respect of any solicited employee, twelve (12) months' salary of that employee or (b) in respect of any solicited subcontractor, an amount equal to the fees, charges or day rate payments paid or payable by the Supplier to that subcontractor during the 12 months immediately preceding the breach, together in

each case with any recruitment costs incurred by the Supplier in replacing such person. The Customer acknowledges and agrees that the remedy available to the Supplier under this Clause 12.2 is a reasonable quantification of the losses likely to be suffered by the Supplier in respect of any breach of Clause 12.1.

13. DATA PROTECTION AND TECHNOLOGY-SPECIFIC TERMS

13.1. The Parties shall comply with the data protection provisions set out in Schedule 2 to these Terms.

13.2. The Parties shall comply with the technology-specific provisions set out in Schedules 3 and 4 to these Terms.

14. CONFIDENTIALITY

14.1. Each party undertakes that it shall not at any time during the term of the Contract, nor for a period of five (5) years after termination or expiry of the Contract, disclose to any person any Confidential Information, except as permitted by Clause 14.2.

14.2. Each party may disclose the other party's Confidential Information:

14.2.1. to its employees, officers, representatives or advisers who need to know such Confidential Information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract or the administration of the party's business. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Clause 14; and

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

14.3. 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 the Contract.

14.4. Clause 14.1 shall not apply to the extent that:

14.4.1. such Confidential Information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

14.4.2. such Confidential Information was obtained from a third party without obligation of confidentiality;

14.4.3. such Confidential Information was already in the public domain at the time of disclosure otherwise than by a breach of these Terms;

14.4.4. it is independently developed without access to the other party's Confidential Information.

15. ANTI-BRIBERY

15.1. The Supplier shall:

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

15.1.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

15.1.3. have and maintain in place throughout the Term of any Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall enforce them where appropriate;

15.1.4. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and

15.1.5. notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier and/or acquires a direct or indirect interest in the Supplier.

15.2. The Supplier shall ensure that any person within its control and associated with the Supplier involved in performing the Services under the Contract does so only on the basis of a written contract that imposes on such person terms equivalent to those imposed on the Supplier in this Clause 15.

15.3. For the purpose of this Clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act, and section 8 of that Act respectively. For the purposes of this Clause 15 a person associated with the Supplier also includes any subcontractor of the Supplier.

16. MODERN SLAVERY

16.1. In performing its obligations under the agreement, the Supplier shall:

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

16.1.2. have and maintain throughout the Term of the Contract its own policies and procedures to ensure its compliance;

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

16.1.4. require that each of its direct subcontractors and suppliers shall comply with the Anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015.

16.2. The Supplier represents and warrants that neither the Supplier nor any of its officers or employees:

16.2.1. has been convicted of any offence involving slavery and human trafficking; and

16.2.2. to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

16.3. The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the anti-slavery policy available to the Customer upon request.

17. FORCE MAJEURE

17.1. Subject to the remaining provisions of this Clause 17, either party to the Contract may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event ("the Affected Party").

17.2. If either party is delayed or prevented from performing its obligations under the Contract by a Force Majeure Event, such party shall:

17.2.1. give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof, and its estimated duration;

17.2.2. use reasonable endeavours to mitigate the effects of such delay or prevention of the performance of its obligations under the Contract; and

17.2.3. resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

17.3. As soon as practicable following the Affected Party's notification, the parties shall consult with each other in good faith and use reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of the Contract.

17.4. The Affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract. Following such notification, these Terms shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless agreed otherwise by the parties.

17.5. No Force Majeure Event suffered by a party shall relieve that party of its obligations to make payments under this Contract.

18. LIMITATIONS ON LIABILITY

18.1. References in this Clause 18 to liability or a party being liable shall include every kind of liability arising under or in connection with the Terms and the Contract, including liability in contract, tort (including negligence), misrepresentation, restitution, under any indemnity, or otherwise.

18.2. Nothing in these Terms excludes or limits any liability which cannot legally be limited, including liability for:

18.2.1. death or personal injury caused by its negligence;

18.2.2. fraud or fraudulent misrepresentation;

18.2.3. the Customer's obligations to pay the Charges and any other fees, charges or costs under this Contract; and

18.2.4. any other liability which cannot lawfully be excluded or limited.

18.3. Subject to Clause 18.2:

18.3.1. neither party shall in any circumstances be liable for: any loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of contract, loss of use,

loss or corruption of data or information or any pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and this limitation applies even if the loss was foreseeable or in the contemplation of either party;

18.3.2. subject to Clauses 18.3.3 and 18.3.4, the parties' total aggregate liability arising under or in connection with the Contract or the provision of the Services shall be limited to a sum equal to 125% of the value of the Charges paid during the twelve (12) months preceding the date on which the claim arose, provided that where the Charges for a Contract are nil the limit of liability under this clause shall be £10,000;

18.3.3. each party's total aggregate liability arising under the indemnities set out in Clause 10 will not exceed £1,000,000;

18.3.4. each party's total aggregate liability in respect of all losses suffered in connection with any breaches of Schedule 2 (Data Protection) will not exceed the greater of (a) 200% of annual Charges paid or payable under the Contract; or (b) £500,000.

18.4. Charges, for the purposes of this Clause 18, shall refer to fees and charges payable to the Supplier for the Services excluding any third party fees included in the Charges, including any Cloud Resource Subscription charges and other cloud provider consumption charges.

18.5. The Supplier has given commitments in these Terms as to the compliance of the Services with relevant specification. In view of these commitments, the warranties and other commitments set out in these Terms (including the Specific Terms) are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to these Terms and/or the Contract. Without limitation, the Supplier expressly denies and excludes any implied or express warranties, conditions and representations that: (a) the Services (including the Customer Operating Environment) will operate in conjunction with any hardware items or software products other than with those hardware items and software products that are identified by the Supplier as being compatible with the System; or (b) the Customer's use of the Services will be uninterrupted or error-free.

18.6. Except as expressly provided in this Contract or unless it is a Service under the Contract, the Customer shall be solely liable and responsible for:

18.6.1. all impairments to the Services and all other loss or damage arising from or relating to the Customer 's or its agents' or other or previous supplier's network connections, telecommunications links or facilities, including the internet;

18.6.2. loss or damage arising from or relating to any Relief Event;

18.6.3. its and its third parties' use of AI Outputs and AI Systems; and

18.6.4. loss, damage, interruption, delay or degradation arising from or relating to an EOL Service.

19. TERMINATION AND SUSPENSION

19.1. Without prejudice to the Supplier's other rights or remedies, the Supplier shall be entitled to terminate the Contract in part or in full and/or suspend any of the Services immediately by notice in writing in the following circumstances:

19.1.1. if the Customer fails to pay a sum due to the Supplier (in respect of which no bona fide dispute is subsisting) within thirty (30) days from a notification sent by the Supplier informing of the outstanding amounts; or

19.1.2. if the Customer commits any material breach of these Terms incapable of remedy or, if capable of remedy, it fails to remedy within fourteen (14) days of the Supplier's written notice.

19.2. For the avoidance of doubt, the Charges shall continue to accrue during the period of any suspension and the Customer shall remain liable for such Charges.

19.3. Either party may terminate the Contract by giving written notice to the other party if any of the following events occurs:

19.3.1. a winding-up order or bankruptcy order is made against the other party;

19.3.2. the other party passes a resolution or makes a determination for it to be wound up (without a declaration of solvency/except for the purposes of amalgamation or reconstruction, the terms of which have been previously approved in writing by the other party);

19.3.3. the other party has appointed to it an administrator or an administrative receiver;

19.3.4. being a partnership, suffers bankruptcy orders being made against all of its partners;

19.3.5. an incumbrancer takes possession, or a receiver, manager or administrative receiver is appointed, of the whole or any part of the other party's assets;

19.3.6. the other party ceases or suspends payment of any of its debts, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

19.3.7. any arrangement, compromise or composition in satisfaction of its debts is proposed or entered into;

19.3.8. the other party ceases, or threatens to cease, to carry on business; or

19.3.9. any event analogous to those described in this clause 19.3 occurs in relation to the other party in any jurisdiction in which that other party is incorporated, resident or carries on business.

19.4. Clause 19.3 shall not apply in circumstances where the insolvent business is sold as a going concern within thirty (30) days from an appointment of an administrator (i.e. in circumstances where the insolvent business is sold as a pre-pack in administration).

19.5. If the Supplier commits a material breach of the Services and the breach is capable of remedy, the Customer may not terminate the Services in whole or in part without first engaging in the Remedial Plan Process. The Remedial Plan Process is as follows:

19.5.1. the Customer notifies the Supplier that it considers that the Supplier is in material breach and that it requires a Remedial Plan. The notice shall specify the matters complained of in sufficient detail so that it is reasonably clear what the Supplier has to remedy;

19.5.2. the Supplier shall serve on the Customer a draft Remedial Plan within fifteen (15) Working Days of receipt of this notice in Clause 19.5.1 (or any other period agreed by the parties);

19.5.3. the parties shall discuss the draft Remedial Plan in good faith and shall act reasonably in seeking to agree it. The Customer shall not unreasonably withhold or delay its agreement to a Remedial Plan. The Supplier shall carry out the agreed Remedial Plan and the Customer shall provide all reasonable assistance to the Supplier to support the completion of the Remedial Plan; and

19.5.4. if the parties are unable to agree a Remedial Plan within a reasonable period, the Supplier shall not be prevented from taking such remedial steps as it reasonably considers appropriate to remedy the material breach. The Customer may terminate only the affected Services set out in the relevant Quotation by written notice if the Supplier fails to remedy the material breach within fifteen (15) Working Days after commencing those remedial steps or as otherwise agreed in the Remedial Plan.

19.6. Termination of the Contract, howsoever arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

19.7. On termination or expiry of the Contract:

19.7.1. the Supplier shall immediately cease provision of the Services;

19.7.2. the Customer shall pay in full without counterclaim, set-off or refund all Charges, invoices and sums due and payable up to and including the date of termination including (i) all remaining amounts owing up to the end of the Initial Term or the Renewal (as applicable); (ii) any licence fees; and (iii) any termination fees that the Supplier incurs from any of the Third Parties;

19.7.3. all licences granted by the Supplier under the Contract will terminate immediately except for fully-paid, fixed term and perpetual licences. Notwithstanding the termination of any Third Party Terms and/or Customer Agreement, the Customer remains responsible for all applicable licence fees payable after termination or expiry;

19.7.4. for metered products billed periodically based on usage, the Customer must immediately pay for unpaid usage as of the termination date; and

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

19.8. The provisions of Clauses 9 (Intellectual Property Rights), 12 (Non-Solicitation), 13 (Data Protection and Technology-Specific Terms), 14 (Confidentiality), 18 (Limitations of Liability), 25 (Severance), 26 (Entire Agreement), 27 (Third Party Rights), 28 (Notices) and 29 (Governing Law and Jurisdiction), shall survive the termination or expiry of the Contract.

20. EXIT

20.1. If requested to do so by the Customer, the Supplier shall engage with the Customer in good faith to agree an Exit Plan. The scope and cost of any Exit Assistance Services shall be informed by the Customer's plans for any exit and so it is the Customer's responsibility to ensure that there is sufficient information available, and time during the Term allowed for, the agreement of any Exit Plan.

20.2. In the event of the termination or expiry of the Contract for any reason the Supplier shall provide Exit Assistance Services to the Customer in accordance with the requirements of any agreed Exit Plan.

20.3. The Customer shall pay the Exit Assistance Service Charges in respect of the provision of the Exit Assistance Service. The Exit Assistance Service Charges shall be as agreed in the Exit Plan or, if not specified in the Exit Plan, they shall be charged as professional services on a time and materials basis under the Supplier then-prevailing general rates.

20.4. For the avoidance of doubt, the Contract shall govern the provision of the Exit Assistance Services.

20.5. The Supplier shall not be required to provide any Exit Assistance Services during any period where any invoice under this Contract or any other contract on these Terms between the Parties is overdue.

21. ASSIGNMENT

21.1. The Supplier may at any time assign, novate, transfer, charge, subcontract or deal in any other manner, or otherwise dispose of or create any trust in relation to all or any of its rights or obligations under these Terms without the consent of the Customer.

21.2. The Customer shall not, without the prior written consent of the Supplier, assign, novate, transfer, charge, subcontract or deal in any other manner, or otherwise dispose of or create any trust in relation to all or any of its rights or obligations under the Contract.

22. SUBCONTRACTORS AND THIRD PARTY SUPPLIERS

22.1. The Supplier may:

22.1.1. contract with third parties to perform the Services on its behalf (those third parties being "Subcontractors"); and

22.1.2. provide as part of, or make use in the delivery of, its Services, services, goods, code, software, storage, computation, or access to platforms, including Open Source Software, (together "Third Party Services"), that are supplied, provisioned, operated, administered or written (as appropriate) by third parties (those third-parties being "Third Party Suppliers").

Any Third Party Supplier shall not be a Subcontractor for the purposes of this Clause 22, notwithstanding that party's designation as a subcontractor or sub-processor in any other part of the Contract.

22.2. If any Subcontractor provides any of the Services, the Supplier will be responsible to the same extent as if such Services were provided by the Supplier directly and the Supplier shall remain liable for all such acts and omissions of that Subcontractor as though they were its own. The Supplier will ensure that any Subcontractor is subject to confidentiality obligations that are no less protective than the confidentiality obligations contained in these Terms.

22.3. Any Third Party Services will be provided subject to any applicable Third Party Terms or other terms and conditions relating thereto. Third Party Services are provided "as-is", and without limiting the foregoing the Supplier expressly excludes any liability in respect of the Third Party Services failing to operate as expected, failing to conform with their specifications or other descriptions, suffering from interruptions or defects, or being deprecated or modified by the relevant Third Party Supplier. The Supplier shall use reasonable endeavours to provide to the Customer the value of any discount, refund, service credit or similar remedy it receives from the Third Party Supplier, or a portion thereof where the remedy relates to Third Party Services provided to multiple customers of the Supplier. The Supplier shall not be liable for any loss, liability, cost or expense nor for any failure to meet Service Levels or other contractual measures of service quality to the extent the same arises due to Third Party Services.

22.4. Clause 22.3 shall not relieve the Supplier of any responsibility under this Contract for its own acts or omissions in the configuration, administration or management of the Customer's environment to the extent such activities form part of the Services.

22.5. The Customer shall indemnify the Supplier against all liabilities suffered or incurred by the Supplier in connection with any claim made against the Supplier by a Third Party Supplier for actual or alleged breach of any relevant Third Party Terms by the Customer or its personnel or third parties, or for any infringement of the Third Party Supplier's (or its licensors') Intellectual Property Rights by the Customer or its personnel or third parties, including any damages or settlements paid by the Supplier to the Third Party Supplier. Except as expressly provided in the Contract, the Customer assumes sole responsibility for results obtained from the use of any Third Party Services and for conclusions drawn from such use.

22.6. Where the Customer terminates this Contract for any reason other than material breach, and the Supplier remains liable for licence fees or other payments in respect of Third Party Services procured in relation to this Contract, the Customer shall remain liable for those licence fees and other payments following termination of this Contract.

23. WAIVER AND CUMULATIVE REMEDIES

Unless a right or remedy of either party is expressed to be an exclusive right or remedy, the exercise of it by that party is without prejudice to that party's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies. The rights and remedies provided by the Contract are cumulative and, unless otherwise provided in these Terms, are not exclusive of any rights or remedies provided at law or in equity or otherwise under the Contract.

24. RELATIONSHIP OF THE PARTIES

Nothing in these Terms is intended to create a partnership, or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other party.

25. SEVERANCE

If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of these Terms that is fundamental to the accomplishment of the purpose of the Contract is held to any extent to be invalid, the Supplier and the Customer shall immediately commence good faith negotiations to remedy that invalidity.

26. ENTIRE AGREEMENT

26.1. These Terms (including the Schedules), together with the Contract, constitute the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersede, cancel and nullify any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination. This Clause 26.1 shall be without prejudice to previous Quotations entered into by the Parties on these Terms unless the new Quotation unambiguously overrides the previous Quotation.

26.2. The Contract supersedes, and shall prevail over, any prior agreement between the parties, any terms or conditions contained, or referred to, in the Customer's purchase order, the Customer's other documentation, or implied by law, trade custom, practice or course of dealing.

26.3. Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.

27. THIRD PARTY RIGHTS

These Terms are not intended to and do not give any person who is not a party to these Terms any rights to enforce any provisions contained in these Terms under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

28. NOTICES

28.1. Any notice given under or in relation to these Terms shall be in writing, signed by or on behalf of the party giving it and shall be served by delivering it personally or by sending it by recorded delivery, or by email, to the address or email address and for the attention of the relevant party notified for such purpose or to such other address as that party may have stipulated in accordance with this Clause 28.

28.2. Notice shall be deemed to have been received:

28.2.1. if delivered personally, at the time of delivery;

28.2.2. in the case of recorded delivery, two (2) Working Days from the date of posting; and

28.2.3. in the case of email, at the time of despatch.

28.3. To prove service it is sufficient to prove that:

28.3.1. if sent by recorded delivery post, the envelope containing the notice was properly addressed and posted; or

28.3.2. if sent by e-mail, that the notice was sent (in plain text) to the e-mail address of the other party.

29. GOVERNING LAW AND JURISDICTION

The Contract shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 – DEFINITIONS

1. DEFINITIONS

In these Terms and the Contract, the following definitions shall apply:

"Additional Service"	means any Service outside the scope of a Contract which the Supplier agrees to provide for Additional Service Charges;
"Additional Service Charge"	means fees payable by the Customer for the Additional Service;
"Affected Party"	means the Party seeking to claim relief in respect of a Force Majeure Event;
"AI" or "AI System"	means any machine based system or technology designed to operate with varying levels of autonomy to generate outputs such as content, predictions or decisions, including machine learning, large language models, generative AI and agentic systems;
"AI Output"	means any data, content, material, action, analysis, advice, or other result generated, produced or derived through any AI System, whether a standalone generative AI System or AI System components embedded within technology systems. AI Outputs may include, without limitation, text, images, audio, video, code, models, insights, recommendations. scripts, expressions, queries, configurations, workflows, automations, playbooks, orchestration logic, prompt flows, connectors, policies, technical documentation or other artifacts created as a consequence of processing inputs or interacting with the Services;
"Background IPR"	means any and all IPRs that are owned by or licensed to a party and which are or have been developed independently of the Contract or prior to the Effective Date of the Contract;
"Base Charge"	means the minimum monthly Charge the Customer will pay for the Managed Service, as indicated on the Quotation;
"Base Commit"	means the level of cloud-based product consumption/usage the Customer can consume per month within scope of the Managed Service (whether such consumption/usage is payable to the Supplier or the cloud provider directly) without incurring any Flex Charges;
"Bespoke IPR"	shall mean the Intellectual Property Rights in all materials identified in the Quotation as being 'Bespoke IPR', excluding always the Supplier's Background IPR and its licensors' Intellectual Property Rights;
"Change Request"	means a request for a change in the Service;
"Charges"	means the fees payable by the Customer for the Services as set out in a Quotation or Statement of Work;
"Claim"	shall have the meaning given in Clause 10.1;
"Cloud Agreement"	means the agreement from the applicable third party cloud provider as referenced in the Specific Terms for the Managed Services;
"Cloud Resource Subscription"	means a subscription for cloud based products with a third party cloud provider per the Specific Terms for the Managed Services;
"Commencement Date"	means the date of the commencement of the relevant Service set out in the Quotation or as otherwise notified by the Supplier in writing;
"Confidential Information"	means all confidential information (however recorded or preserved) disclosed by a party or its affiliates or their employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its

	"Representatives") to the other party and that party's Representatives in connection with this Contract which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure, and which shall include all rates, discounts and other commercial arrangements pertaining to the Contract;
"Consumption"	means Customer's monthly consumption/usage of the cloud-based product;
"Consumption Charges"	means the fees payable by the Customer to the Supplier in respect of monthly Consumption;
"Contract"	shall have the meaning given in Clause 2.1;
"Customer"	means the person, firm or company detailed in the Quotation as the party procuring the Services from the Supplier;
"Customer Agreement"	means any agreement the customer has with any third party provider relevant to the Services, including agreements with Microsoft or AWS for the provision of their enterprise services, cloud infrastructure, software licences or similar services'
"Customer Operating Environment"	means the computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Customer in connection with its use of the Service and which interfaces with the Supplier's System in order for the Customer to receive the Services;
"Customer Representative"	means an individual representing the Customer appointed in accordance with clause 11.1 of these Terms;
"Deal Room"	has the meaning given in Clause 2.2;
"Deliverables"	means, except as otherwise provided herein, the documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications, identified as Deliverables in the Quotation;
"Disclosing Party"	means the party disclosing Confidential Information to the Recipient;
"Effective Date"	means the date the Quotation is signed by both Parties;
"Emergency Maintenance"	means any maintenance of the Service where repair is needed urgently;
"EOL Service"	means any Service involving any hardware, software, technology platforms, products, services, tools or systems that have reached the stage in the lifecycle of hardware, software, technology platforms, products, services, tools or systems when the Supplier, third party supplier, other provider or the original manufacturer (as the case may be) permanently discontinues its availability, support, maintenance, updates and security patches.
"Equipment"	means any hardware or software which the Supplier rents out to the Customer or which is owned by the Supplier and provided to the Customer for the provision of the Services;
"Exit Assistance Service"	means services provided by the Supplier to the Customer in the event of the expiry or termination of Service to facilitate the transfer of the Services to the Customer or a replacement supplier pursuant to Clause 20;
"Exit Assistance Service Charge"	means fees payable by the Customer for Exit Assistance Service;
"Exit Plan"	means the plan for the provision of the Exit Assistance Services, which is to be developed by the parties pursuant to Clause 20;
"Fair Use Policy"	means the Supplier's policy for the fair use of the Services at https://www.ans.co.uk/terms-and-conditions/fair-use-policy/, as at the date of the Quotation;
"Flex Charge"	means the charges payable by the Customer in addition to the Base Charge(s), as stipulated in the Quotation calculated in accordance with the Specific Terms for the Managed Service, in respect of the Managed Service for Customer's Consumption in excess of the Base Commit;

"Force Majeure Event"	means any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, interruption, shortage or regional or national failure of power supplies or disruption to networks, difficulty, delay or failure in manufacture, production or supply by third parties of any Services (to the extent that such difficulty, delay or failure was caused by a Force Majeure Event affecting that party), act of God, pandemic or epidemic, war, riot, civil commotion, acts of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, Force Majeure Event of the Supplier's third party vendors and subcontractors, and any act or omission of Microsoft, Google or AWS (as the case may be) that cannot be mitigated by the Supplier;
"Incident"	means an unplanned interruption to the Customer Operating Environment;
"Initial Term"	means the agreed duration of the applicable Service(s) as set out in the Quotation or otherwise in writing from the Supplier;
"Intellectual Property Rights" or "IPR"	means any and all intellectual property rights of any nature, whether registered or registrable, including copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semiconductor topography rights, trade marks, rights in domain names and website addresses, utility models, registered designs, trade or business names, goodwill, rights in databases, moral rights, and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; applications for registration, and the right to apply for registration, for any of the rights listed that are capable of being registered in any country or jurisdiction; and all other rights having equivalent or similar effect in any country or jurisdiction, together with any future rights and renewals or extensions;
"Managed Service"	means the support and maintenance services as described in the applicable Service Definition Document;
"Open Source Software"	means any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at http://www.gnu.org/licenses/gpl.html), or anything similar, included or used in, or in the development of, the Supplier's Services, Deliverables or software, or with which the same is compiled or to which it is linked;
"Professional Services"	means the consultancy services described in the Statement of Work;
"Quotation"	means a document listing the Service(s) agreed to be provided by the Supplier and the applicable Charges and commercial details, executed in accordance with Clause 3 of the Terms. A Quotation shall include any Statement of Work and where a Statement of Work expressly forms a Contract without a separate Quotation, that Statement of Work shall be the Quotation for the purposes of this Contract;
"Recipient"	means the recipient of Confidential Information from the Disclosing Party or its Representatives;
"Relief Event"	means the following events: (a) any failure by the Customer to comply with its obligations under the Contract;

	(b) any error or malfunction in the business systems or any other software, hardware or systems for which the Supplier is not responsible or any failure by the Customer, its agents or contractors (including any existing service provider) to obtain sufficient support and maintenance, as required, for any software, hardware or systems for which the Supplier is not responsible; (c) any failure by the Customer or its agents or contractors (including any existing service provider) to provide any information, co-operation or instructions to the Supplier which is reasonably required by the Supplier for the proper performance of its obligations under this Contract; and/or (d) any telecommunications network defect, delay or failure or failure of the Customer's hardware or other systems.
"Remedial Plan"	has the meaning given in clause 19.5 of the Terms;
"Remedial Plan Process"	has the meaning given in clause 19.5 of the Terms;
"Renewal"	means an extension to the applicable Term of the Service(s) for a period of twelve (12) months from the end of the Initial Term or Renewal Term (as the case may be), unless otherwise stated in the applicable Quotation;
"Renewal Term"	means each successive twelve month period following a Renewal;
"Representative"	has the meaning given in Clause 11.1;
"RPI"	means the percentage figure given in the most recent 12 months Retail Prices Index published by the Office for National Statistics or any official index replacing it;
"Scheduled Maintenance"	means any work scheduled in advance that is required to be carried out which will cause the Services to be suspended. The Supplier shall provide reasonable notice to the Customer as to when the maintenance should take place;
"Service Credit"	means any credits payable to the Customer in the event of any failure by the Supplier to meet the Service Levels or any equivalent liquidated damages agreed in any Quotation;
"Service Definition Document" or "SDD"	means a document describing the scope of the applicable Service(s) and the applicable Service Levels attached to the Quotation;
"Services"	means the services provided by the Supplier to the Customer pursuant to the Contract;
"Service Levels" or "SLA"	means the target performance indicators for the Service as detailed in the applicable SDD;
"Software"	means the proprietary software which is owned or licensed by the Supplier and which may (as the case may be) be licensed to the Customer during the Term as set out in the Contract.
"Specific Terms"	means any service-specific terms attached to the Quotation and: (i) for Professional Services, the terms set out at Schedule 5; (ii) for Managed Services, the terms set out at Schedule 6; (iii) for the purchasing of licences through Microsoft's Cloud Solutions Provider programme and the New Commerce Experience for Microsoft products or services, and any related facilitation by the Supplier, the terms set out at Schedule 7; and (iv) for any services that involve WAN installation, the terms set out at Schedule 8.
"Statement of Work" or "SOW"	means a statement of work setting out or referencing Services to be provided by the Supplier pursuant to the Terms;
"Supplier"	means ANS Group Limited a company registered in England and Wales under the registration number 03176761 with a registered address at 1 Archway, Birley Fields Manchester M15 5QJ or any permitted successor or assign;
"Supplier Representative"	means an individual representing the Supplier appointed in accordance with clause 11.1 of these Terms;

"Supplier's Sales and Marketing Documents"	means the documents and/or information that the Supplier may provide to the Customer in relation to the Services, including but not limited to proposals, leaflets, documents on the Supplier's website, any Supplier welcome pack, the managed services handbook and any similar material;
"Supplier's Standard Rate"	means the Supplier's then-current standard fees and charges;
"Supported Assets"	means the specific Customer-owned systems, resources, configurations, or service components that have been formally onboarded into the Managed Service, meet all prerequisite conditions, and fall within the Supplier's agreed scope for support;
"System"	means the information and communications technology system to be used by the Supplier in performing the applicable Service, including the software, Equipment and communications links between the Supported Assets;
"Term"	means the duration of the Contract from its Effective Date until it expires or is terminated in accordance with its terms;
"Terms"	means the terms and conditions in this document;
"Third Party Services"	has the meaning given in Clause 22.1.2;
"Third Party Supplier"	has the meaning given in Clause 22.1.2;
"Third Party Terms"	means any terms and conditions including any licence agreements entered into by Supplier or Customer relating to Third Party Services as may be updated from time to time, including (as the case may be) the Cloud Agreement and Customer Agreement.
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994;
"Vendor Maintenance"	relates to hardware and software support provided by the applicable third party vendor. This support usually includes the ability to request replacement hardware components and/or software updates. Included services vary depending on the third party vendor involved;
"Working Day"	means a day other than a Saturday, Sunday or bank or public holiday in England.

2. INTERPRETATION

In these Terms:

2.1. a reference to the Terms includes its schedules, appendices and annexes (the "Schedules") as varied from time to time and includes each Contract in force;

2.2. a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

2.3. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

2.4. a reference to a gender includes each other gender;

2.5. words in the singular include the plural and vice versa;

2.6. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

2.7. any obligation on a party not to do something includes an obligation not to allow that thing to be done and any obligation on the Supplier to do or not do something shall be construed as including an obligation to procure that the Supplier's employees and subcontractors do or do not do that thing; and

2.8. the recitals section and any clause, schedule or other headings in these Terms or a Contract are included for convenience only and shall have no effect on the interpretation of the Terms and a Contract in force.

SCHEDULE 2 – DATA PROTECTION

Definitions used in this Schedule 2:

"**controller**", " **processor**", "**data subject**", "**personal data**", "**processing**" and "a**ppropriate technical and organisational measures**"	shall be interpreted in accordance with UK Data Protection Legislation, and "**Customer's personal data**" shall mean personal data of which the Customer is the controller per UK Data Protection Legislation;
"**Applicable Laws**"	means all applicable laws, statutes, regulations from time to time in force which relate to the business of the applicable Party;
"**Data Protection Legislation**"	means a) to the extent the UK Data Protection Legislation applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject;
"EU GDPR"	means the General Data Protection Regulation (EU) 2016/679;
"Group"	means in relation to a company, (a) the company; (b) any company which is from time to time a subsidiary of the company; (c) any company of which such company is a subsidiary from time to time; and (d) its holding company and any other subsidiaries of any such holding company from time to time;
"Supplier Group Company"	means any member of the Supplier's Group;
"Telemetry/Metadata"	means system-generated or service-generated diagnostic, performance, usage, event or configuration data (including logs, timestamps, resource identifiers, consumption measures and similar technical data) produced by or derived from the Customer's use of the Services. Telemetry/Metadata may be processed by the Supplier both (i) as a processor on behalf of the Customer; and (ii) as a controller for the Supplier's own legitimate business purposes as described in this DPA;
"UK Data Protection Legislation"	means all applicable data protection and privacy laws in force from time to time in the United Kingdom, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), each as amended, updated, consolidated, re-enacted or replaced from time to time; and
"UK GDPR"	means Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, supplemented, re-enacted, consolidated or replaced from time to time.

1. DATA PROTECTION

1.1 The parties agree the provisions of this paragraph 1 shall apply to the personal data the Supplier processes in the course of providing the Services. The parties agree that the Customer is the controller and the Supplier is the processor in relation to the personal data that the Supplier processes in the course of providing the Services.

1.2 The subject-matter of the data processing is the performance of the Services and the processing will be carried out until the date that the Supplier ceases to provide the Services to the Customer. The obligations and rights of the Customer are as set out in the Contract. Appendix 1 (Data processing details) of this Schedule 2 sets out the nature and purpose of the processing, the types of personal data the Supplier processes and the categories of data subjects whose personal data is processed. The Customer acknowledges and agrees that the collection and processing of Telemetry/Metadata is an inherent and essential element of the Services and forms part of the authorised processing from the commencement of the Supplier's provision of the Services. Nothing in this Schedule 2 shall apply to Telemetry/Metadata or other data where such data is not personal data.

1.3 When the Supplier processes the Customer's personal data in the course of providing the Services, the Supplier shall, notwithstanding anything to the contrary in the Terms:

1.3.1 Process the personal data only in accordance with written instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in the Terms or as otherwise notified by the Customer in writing to the Supplier from time to time or as documented within a specific service or solution). If the Supplier is required to process the personal data for any other purpose by Applicable Laws to which the Supplier is subject, the Supplier shall inform the Customer of this requirement before the processing, unless that Applicable Law prohibits this;

1.3.2 Notify the Customer as soon as practicable if, in the Supplier's opinion, an instruction for the processing of personal data given by the Customer infringes applicable Data Protection Legislation;

1.3.3 Taking into account the nature of the processing, and in so far as it is technically possible, reasonably assist the Customer in responding to requests from data subjects exercising their rights, provided that unless prohibited by Applicable Law the Supplier may charge the Customer for such assistance of a time and materials basis where such support is not part of the Services;

1.3.4 Taking into account the nature of the processing and the information available to the Supplier, assist the Customer in ensuring compliance with the obligations under UK Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, provided that unless prohibited by Applicable Law the Supplier may charge the Customer for such assistance of a time and materials basis where such support is not part of the Services;

1.3.5 Implement and maintain appropriate technical and organisational measures, having regard to the nature of the Services, to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. On reasonable request, the Supplier shall provide a written description of the technical and organisational methods the Supplier employs for processing Customer personal data, within the timescales reasonably required by the Customer. For the sake of clarity, the Supplier is not responsible for the following, except to the extent such responsibility is expressly assumed in the relevant Quotation or Service Definition Document:

(a) application security;

(b) issues caused by or in respect of the Customer's code;

(c) the administration/management of access and responsibilities of layers above the container orchestrator (ECS);

(d) the security of pre-built containers supplied by the Customer's developers or its third parties;

1.3.6 The Customer agrees that the Supplier has the Customer's general authorisation for the Supplier or any Supplier Group Company to engage a sub-processor, including those set out in Appendix 2. The Supplier shall:

(a) notify the Customer of any new sub-processors or changes to any sub-processor and the Customer shall have the right within ten (10) Working Days to object where the Customer has a reasonable and legitimate concern that the new sub-processor cannot comply with law. Upon receipt of such objection, the Supplier may, at its sole discretion: (i) not appoint or change the sub-processor and/or propose an alternate sub-processor; (ii) take steps to address the Customer's specific concerns; or (iii) make available the Services without the particular aspect that would involve the use of the objected to sub-processor. If the Supplier is unable or determines in its reasonable judgement, that it is commercially unreasonable to do any of the options in this paragraph 1.3.6(a) (i), (ii) or (iii) the matter shall be resolved as a dispute in accordance with Clause 8 of the Terms; and

(b) enter into a written agreement with each sub-processor that contains data protection provisions equivalent to those in this Schedule 2. The Supplier will be liable for the actions of its sub-processors to the extent they process the personal data to the same extent that the Supplier would be liable if performing the Services directly.

1.3.7 Take reasonable steps to ensure the reliability and competence of the Supplier's personnel who have access to the personal data;

1.3.8 Ensure that personnel required to access the personal data have committed to keep personal data confidential and comply with the obligations set out in this paragraph 1 or are under an appropriate obligation of confidentiality;

1.3.9 At the end of the Services upon the Customer's request, securely destroy or return personal data to the Customer and delete existing copies (except where Applicable Law requires storage of the personal data);

1.3.10 Maintain written records of all categories of personal data processing activities carried out on behalf of the Customer, including any information prescribed in applicable Data Protection Legislation;

1.3.11 Allow the Customer and its respective auditors or authorised agents to conduct audits or inspections at its sole cost and on no less than fourteen (14) days' notice and during normal business hours on a Working Day, during the Term, which will include providing access to the relevant premises, resources, and senior personnel the Supplier uses in connection with the processing of the Customer's personal data, in order to assist the Customer in exercising its audit rights under this paragraph 1.4.11. The scope and purpose of any audit pursuant to this paragraph 1.4.11 shall be verifying that the Supplier is processing personal data in accordance with the obligations under the Terms and applicable Data Protection Legislation.

1.3.12 If the Supplier becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the Customer personal data that the

Supplier processes in the course of providing the Services (a "Security Incident"), the Supplier shall notify the Customer without undue delay and:

1.3.13 Provide the Customer with a detailed description of any Security Incident committed by the Supplier and/or in respect of Customer personal data held by the Supplier, including the personal data that was the subject of the Security Incident, as soon as such information can be collected or otherwise becomes available (as well as periodic updates to this information and any other information the Customer may reasonably request relating to the Security Incident);

1.3.14 Take action to investigate the Security Incident and to identify, prevent and mitigate the effects of the Security Incident and, with the prior written approval of the Customer, to carry out any recovery or other action necessary to remedy the Security Incident. Where the Security Incident is due to a breach of this Contract by the Supplier, such action taken by the Supplier shall be at the Supplier's sole cost and expense; and

1.3.15 Not release or publish any filing, communication, notice, press release, or report concerning the Security Incident without the Customer's prior written approval (except where required to do so by law).

1.4 The parties acknowledge that the Supplier may process Telemetry/Metadata as a controller where such processing is not undertaken on behalf of the Customer but is necessary for the Supplier's own independent business purposes.

1.4.1 The Supplier may process Telemetry/Metadata as a controller for the following purposes:

(a) ensuring the availability, resilience, security and integrity of the Services;
(b) service monitoring, troubleshooting, diagnostics and incident analysis;
(c) service performance optimisation, capacity planning and forecasting;
(d) developing, improving and enhancing the Supplier's services and internal systems;
(e) detecting, preventing or investigating fraud, misuse or security threats;
(f) compliance with applicable legal or regulatory obligations; and
(g) producing aggregated or statistical analyses that do not identify individual data subjects.

1.4.2 The Supplier will anonymise Telemetry/Metadata wherever reasonably possible. Where Telemetry/Metadata cannot be anonymised, the Supplier shall comply with all applicable controller obligations under Data Protection Legislation.

1.4.3 The Supplier's processing of Telemetry/Metadata as a controller does not affect the parties' understanding of the Supplier's role as a processor in relation to Customer personal data processed strictly on behalf of the Customer.

1.5 The Supplier shall be permitted to transfer the personal data outside of the United Kingdom and European Economic Area ("EEA"), subject to its compliance, as data exporter, with the applicable requirements of the Data Protection Legislation, including the performance (as applicable) of a transfer risk assessment and putting in place an applicable data transfer mechanism as approved by the applicable regulatory authority.

1.6 Where the Customer has a Cloud Resource Subscription with Microsoft (or a contract for equivalent or successor services from Microsoft) the Customer agrees and confirms its consent for Microsoft to act as a processor of the personal data within the Customer solution in accordance with and subject always to a data processing agreement ("Microsoft DPA") at Licensing Documents (microsoft.com) (or any successor or related locations designated by Microsoft from time to time). Insofar as a matter concerns the processing of personal data within the Microsoft solution as opposed to on the Supplier's systems, to the extent that the Microsoft DPA conflicts with this Contract, the Microsoft DPA shall prevail.

1.7 Where the Customer has a Cloud Resource Subscription with AWS (or a contract for equivalent or successor services from AWS), the Customer agrees and confirms its consent for AWS to act as a processor of the personal data within the Customer solution in accordance with and subject always to a data processing agreement ("AWS DPA") https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf set out within https://aws.amazon.com/service-terms/ (or any successor or related locations designated by AWS from time to time). Insofar as a matter concerns the processing of personal data within the AWS solution as opposed to on the Processor systems, to the extent that the AWS DPA conflicts with this Contract, the AWS DPA shall prevail.

2 CUSTOMER OBLIGATIONS

2.1 In acting as the controller, the Customer shall:

2.1.1 make due notification to any relevant regulator and shall comply at all times with the UK Data Protection Legislation and any other laws applicable to it with regards its control and use of personal data processed using the Services or infrastructure provided by the Supplier or its Third Party Suppliers;

(a) ensure it is not subject to any prohibition or restriction which would:

(b) prevent or restrict it from disclosing or transferring the personal data to the Supplier, as required under the Contract;

(c) prevent or restrict it from granting the Supplier access to the personal data, as required under the Contract; or

(d) prevent or restrict the Supplier from processing the Customer's personal data as envisaged under the Contract;

2.1.2 ensure that all fair processing notices have been given (and/or, as applicable, informed and full consents obtained) and are sufficient in scope to enable both parties to process the personal data as required in order to obtain the benefit of its rights and to fulfil its obligations under the Contract in accordance with the UK Data Protection Legislation.

2.1.3 The Customer acknowledges and agrees that telephone calls to or from the Supplier to it may be recorded for business purposes, such as for quality control and training.

APPENDIX 1
PERSONAL DATA PROCESSING PURPOSES AND DETAILS

Scope of processing	For the provision of IT services and related services, as further set out in the Contract.
Nature of processing	As set out in the Contract and, as applicable, in the SDD and/or Statement of Work.
Purpose of processing	In the case of data subjects for the purpose of providing IT services and support to the Customer's business, including the collection and processing of Telemetry/Metadata required for the delivery, security, monitoring, optimisation and improvement of the Services. Telemetry/Metadata may also be processed by the Supplier as a controller for its legitimate business purposes as described in paragraph 1.4.
Duration of the processing	For the Term of the Contract.
Types of Personal Data	Names, addresses, phone numbers and email addresses.
Categories of Data Subject	Customer personnel Customer clients Customer third parties Business contacts in general

APPENDIX 2 – APPROVED SUB-PROCESSORS

Sub-processor	Description and location
Any Supplier Group Company	Provision of the Services in accordance with this Contract. The Supplier Group Company may process Customer personal data in any worldwide location in compliance with Data Protection Legislation and Schedule 2. For the avoidance of doubt this shall not affect the selected geographic location for hosting of data within the cloud provider solution.
Microsoft	Provision of Third Party Services (as applicable).
AWS	Provision of Third Party Services (as applicable).

SCHEDULE 3 - ACCELERATORS, INFRASTRUCTURE AS CODE & MANAGED IAC SERVICES

The following are the terms for services provided by the Supplier that involve Accelerators, Infrastructure as Code and Managed IAC Services. They form part of the Contract concluded between the Supplier and the Customer and govern the provision of any IaC Deliverables, Accelerators and/or Managed IaC Services (as defined below).

1. DEFINITIONS

Capitalised terms used in this Schedule shall have the meaning given to that term in the Terms or below as appropriate.

"Accelerator(s)"	means pre-built, repeatable delivery assets (such as frameworks, templates, configurations, methodologies, Reusable Infrastructure as Code, integrations, and sector-specific solution components) that the Supplier uses in delivery of the Services. Accelerators may also be referred to as "Launch" services.
"Customer Environment"	means any cloud tenant, subscription, account, platform, landing zone, environment or infrastructure owned, controlled or managed by or on behalf of the Customer.
"Deliverable"	means any output expressly identified in the Quotation as a deliverable to be supplied by the Supplier, optionally including Accelerators and/or IaC Deliverables where expressly identified.
"Infrastructure as Code" or "IaC"	means any source code, scripts, templates, configuration files, modules, playbooks, policies, pipelines, orchestration, automation, deployment definitions or similar machine-readable artefacts used to provision, configure, deploy, secure or manage infrastructure or cloud services.
"IaC Deliverables"	means those Deliverables comprising Infrastructure as Code (excluding Accelerators and Reusable IaC Components).
"Managed IaC Services"	means infrastructure-as-code services provided by the Supplier under the Contract, including the design, development, deployment, configuration, automation, management or maintenance of cloud infrastructure or landing zones.
"Reusable IaC Components"	means any reusable module, template, framework, accelerator, library, deployment pattern, landing zone architecture, policy, script, pipeline, automation, orchestration logic, methodology or other Infrastructure as Code developed or licensed by the Supplier for use with more than one customer.

“Third Party Components”	means any third party software, open-source software, modules, libraries, providers or tooling incorporated into or used with the Infrastructure as Code.

2. MANAGED IAC SERVICES

Unless expressly stated otherwise in the Quotation:

2.1. the Customer remains responsible for approving the architecture, deployment design and operational use of its infrastructure;

2.2. the Customer remains responsible for all cloud subscriptions, licences, permissions and access rights relating to the Customer Environment; and

2.3. the Supplier shall not be responsible for infrastructure or configuration changes made by or on behalf of the Customer or by any third party after deployment.

3. DELIVERY OF INFRASTRUCTURE AS CODE

3.1. Where expressly stated in the applicable Quotation, the Supplier may provide the Customer with copies of IaC Deliverables.

3.2. The Supplier shall have no obligation to provide ongoing support, internal development repositories, version history, build pipelines, internal tooling, reusable frameworks, Accelerators, or Reusable IaC Components, unless expressly agreed in writing.

3.3. Where IaC Deliverables are provided, they are provided at the version current at the time of delivery. The Supplier shall have no obligation to provide updated versions of any IaC Deliverables as the Supplier's frameworks, modules, Accelerators or Reusable IaC Components are developed, unless expressly agreed in writing.

4. LICENCE

4.1. Subject to the Contract, the Supplier grants the Customer a non-exclusive, non-transferable licence for the duration of the Contract (and thereafter on a perpetual basis in respect of IaC Deliverables already supplied) to use the IaC Deliverables and Reusable IaC Components solely for the purpose of deploying, operating, maintaining, supporting and developing the Customer Environment.

4.2. The licence granted under clause 4.1 does not include any right to sell, sub-licence, commercialise, distribute, publish, make available to the public or exploit the IaC Deliverables or any Accelerators, or Reusable IaC Components, unless expressly agreed by the Supplier in writing.

4.3. The Customer shall not use the IaC Deliverables or any Accelerators or Reusable IaC Components, except where the Supplier has expressly consented in writing in advance:

4.3.1. to provide managed services to third parties;

4.3.2. to develop competing products or services;

4.3.3. to develop reusable infrastructure automation for commercial exploitation; or

4.3.4. as the basis of any commercial framework, accelerator or deployment methodology.

5. THIRD PARTY SERVICE PROVIDERS

5.1. The Customer may disclose IaC Deliverables to its professional advisers, outsourced service providers and cloud service providers solely for the purpose of supporting or operating the Customer Environment provided that:

5.1.1. such persons are bound by confidentiality obligations no less protective than those contained in the Contract;

5.1.2. no ownership or licence rights are transferred to such persons; and

5.1.3. such persons use the IaC Deliverables only for the Customer's benefit.

5.2. The Customer shall remain responsible for compliance with this Schedule by any person receiving the IaC Deliverables pursuant to clause 5.1.

6. THIRD PARTY COMPONENTS

6.1. IaC Deliverables may include or depend upon Third Party Components.

6.2. Nothing in this Schedule grants the Customer any rights beyond those available under the applicable third party licences.

6.3. The Supplier gives no warranty regarding Third Party Components beyond any warranty capable of being passed through from the relevant supplier.

6.4. Where Third Party Components are subject to open-source licence terms, the Customer shall comply with those licence terms in its use of the relevant IaC Deliverables. The Supplier shall use reasonable endeavours to identify any material open-source licence obligations applicable to Third Party Components included in IaC Deliverables.

7. CUSTOMER MODIFICATIONS

7.1. The Customer may modify IaC Deliverables for use within its own environment.

7.2. The Supplier shall have no responsibility for defects, failures or security issues arising from modifications made by anyone other than the Supplier.

7.3. Where the Customer requests support for modified IaC Deliverables, the Supplier may charge for such services at its then-current rates.

8. SUPPORT

8.1. Unless expressly agreed otherwise, where the Supplier agrees to provide support in respect of IaC, IaC Deliverables or Managed IaC Services, the Supplier shall support only the version of the IaC Deliverables supplied by the Supplier.

8.2. The Supplier shall not be obliged to support:

8.2.1. Customer modifications;

8.2.2. modifications made by third parties;

8.2.3. deployments outside the agreed architecture;

8.2.4. environments not managed by the Supplier;

8.2.5. Accelerators; or

8.2.6. Reusable IaC Components.

9. WARRANTIES, EXCLUSIONS AND LIABILITY

9.1. The Supplier warrants only that it shall provide the Managed IaC Services, IaC Deliverables and/or Accelerators (as the case may be) with reasonable care and skill.

9.2. Except as expressly stated in the Contract:

9.2.1. the Managed IaC Services and any IaC Deliverables or Accelerators are provided on an "as is" basis; and

9.2.2. all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.3. Without limitation, the Supplier does not warrant that:

9.3.1. any IaC Deliverable or Accelerator will remain compatible with future versions of any cloud platform or third party software;

9.3.2. any deployment produced from the IaC Deliverables or Accelerators will operate without interruption or error;

9.3.3. the IaC Deliverables or Accelerators will remain suitable following modification by the Customer or any third party; or

9.3.4. any infrastructure deployed using the IaC Deliverables or Accelerators will satisfy the Customer's operational, security or regulatory requirements without appropriate Customer validation and testing.

9.4. Without prejudice to the other exclusions and limitations contained in the Contract, the Supplier shall not be liable for:

9.4.1. Customer modifications;

9.4.2. deployment undertaken by the Customer or any third party;

9.4.3. changes to cloud provider platforms, APIs or services;

9.4.4. incompatibility arising from Third Party Components;

9.4.5. operation of infrastructure outside the agreed architecture;

9.4.6. use of the IaC Deliverables or Accelerators outside the scope of the Contract;

9.4.7. any failure by the Customer to carry out appropriate testing, validation, security assurance or acceptance procedures before deploying IaC Deliverables or Accelerators into a live or production environment; and

9.4.8. any failure of the Customer to comply with this Schedule.

The parties acknowledge that the charges reflect the allocation of risk and responsibility set out in this Schedule.

10. CHANGES AND TERMINATION

10.1. The Supplier may make reasonable changes to its methodologies, deployment frameworks, Accelerators, Reusable IaC Components and Managed IaC Services where reasonably necessary for operational, security, legal or third party supplier reasons.

10.2. On termination or expiry of the Managed IaC Services or the Supplier's provision of IaC Deliverables and/or Accelerators:

10.2.1. the Customer's rights to receive further Managed IaC Services and Accelerators shall cease;

10.2.2. the Customer may continue to use any IaC Deliverables previously supplied, subject to the terms of the Contract;

10.2.3. the Supplier's obligations to provide support or updates shall cease except to the extent expressly stated in the Contract.

SCHEDULE 4 ARTIFICIAL INTELLIGENCE SERVICES

The following are the terms for AI Services and the use of AI in the delivery of other services. They form part of the Contract concluded between the Supplier and the Customer and govern the provision of AI services, management or co-management of the Customer's AI services, AI products or the outputs of AI systems. This shall include circumstances where the Customer requests that the Supplier provide AI services, products or the outputs of AI systems during the course of the provision of other Services and where the Supplier augments delivery of services using AI.

1. DEFINITIONS

Capitalised terms used in this Schedule shall have the meaning given to that term in the Terms or below as appropriate.

"AI Build Services"	means AI Services consisting of the design, configuration, development, customisation, integration, testing or deployment support of any AI-enabled tool, agent, workflow, application or solution for the Customer, including within Microsoft Copilot Studio, Azure AI Foundry or similar platforms;
"AI Input"	means any prompt, instruction, query, request, data, text, image, audio, video, code, document, configuration or other material submitted, uploaded, transmitted or otherwise made available by or on behalf of the Customer for use in connection with the AI Services;
"AI Laws"	means Regulation (EU) 2024/1689 (the EU Artificial Intelligence Act), together with any delegated or implementing legislation; any legislation in the United Kingdom regulating artificial intelligence or automated decision making to the extent applicable; and any other applicable laws or regulations governing AI systems;
"AI Services"	means any services, functionality or Deliverables provided by the Supplier under the Contract which incorporate, rely on, use or are assisted by AI, machine learning, large language models, generative AI, agentic systems, automation or similar technologies;
"Customer Data"	means any data provided by the Customer in respect of the AI Services, including where such data is held by the Customer and accessible by the AI Services;
"Customer Environment"	means any tenant, subscription, workspace, platform, environment, instance or infrastructure controlled by or on behalf of the Customer;
"High Risk Use"	means any use of the AI Services: (a) in breach of applicable law or regulation; (b) to make or materially support fully automated decisions producing legal effects concerning an individual or similarly significant effects, without appropriate human oversight and all required safeguards; (c) for healthcare diagnosis or treatment, employment or disciplinary decisions, credit decisions, insurance underwriting, law enforcement, immigration, safeguarding, critical infrastructure or any other materially sensitive or regulated use case; or (d) in any way notified by the Supplier to the Customer in writing as prohibited or restricted.
"Hosted AI Services"	means AI Services made available by or on behalf of the Supplier for use by the Customer, whether hosted in the Supplier Environment or provided

	through infrastructure or services operated by one or more Third Party AI Providers, and used by or for the benefit of the Customer.
"Human Review"	means meaningful review and validation by a suitably qualified individual with appropriate authority, knowledge and competence to assess the relevant AI Output before reliance, implementation, publication or deployment.
"Reusable AI Solution Services"	means AI Services consisting of any accelerator, template, framework, workflow, connector, prompt library, reusable solution, reference architecture, code component or similar asset developed by or for the Supplier for use with more than one customer.
"Restricted Data"	means: (a) special category personal data as defined under applicable Data Protection Legislation; (b) criminal offence data as defined under applicable Data Protection Legislation; (c) personal data relating to children; (d) payment card data, authentication credentials, passwords, tokens or private keys; (e) data classified as 'confidential' (or an equivalent classification) under the Supplier's or the Customer's applicable data classification policy; and (f) any other data which the Supplier notifies the Customer in writing must not be used with the AI Services, unless the Supplier has expressly agreed in writing that such data may be processed as part of the relevant AI Services, and only then subject to such additional controls, configuration, security measures and data protection provisions as the Supplier may require as a condition of that Contract.
"Supplier Environment"	means any tenant, subscription, workspace, platform, environment, instance or infrastructure controlled by or on behalf of the Supplier.
"Third Party AI Provider"	means any third party provider of AI, machine learning, model, hosting, moderation, infrastructure or related services used by the Supplier in connection with the AI Services, including without limitation Microsoft, Anthropic, OpenAI and their respective affiliates.

2. GENERAL PROVISIONS APPLYING TO ALL AI SERVICES

2.1. In addition to its obligations under the Contract in respect of the provision of the Services, the Supplier shall use reasonable endeavours to deliver AI Services having regard to then-current good industry practices in relation to the use of AI and the mitigation of the risks posed by AI.

2.2. The Supplier recommends that the Customer undertake Human Review of all AI Outputs, and it is the Customer's responsibility to assess the extent of Human Review that is appropriate for its organisation and its use of AI Outputs. The Supplier shall not be responsible for carrying out any Human Review of AI Outputs and shall not be liable to the Customer for any loss, liability, cost or expense arising due to inadequate Human Review by the Customer. The Customer acknowledges that all AI Services are provided on the basis that the Customer shall undertake Human Review of all AI Outputs.

2.3. The AI Services may rely on or incorporate AI Systems provided by third party suppliers, each of which shall be a Third Party Supplier as defined in Clause 22 of the Contract. The Supplier does not warrant that any particular model, provider, feature or functionality of any AI will remain available for any minimum period and the Supplier or relevant Third Party Supplier may modify, replace, suspend or withdraw models, providers, prompts, parameters, safety systems or technical features used in the AI Services.

2.4. Without limiting the foregoing, the Supplier does not warrant that any AI Output will be production-ready, accurate, complete, lawful, non-infringing, fit for purpose or suitable for production use, use with customers or use in making decisions or informing the operation of the Customer's systems and services. Where the AI Services are subject to the EU Artificial Intelligence Act (Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024), then the Parties intend that the Supplier shall carry out all activities as a deployer only, as designated by that act. The Supplier shall be entitled to vary the content of any AI Services in the event of any legislative changes to the extent required or expedient to comply with the law and as required to remain a deployer only under such act. Where any change in law, or in the designation of the Supplier or its activities in respect of AI Laws, affects the delivery of the AI Services, the Supplier shall be entitled to require changes to the scope of the Services, Service Levels or Charges as reasonably necessary to accommodate those changes.

2.5. The Customer shall:

2.5.1. ensure that it has all necessary rights, permissions, consents and lawful bases to use all AI Input and Customer Data with the AI Services;

2.5.2. ensure that its use of the AI Services and all AI Input complies with applicable law and does not infringe any third party rights;

2.5.3. remain responsible for all decisions taken in reliance on any AI Output;

2.5.4. maintain its own audit trail and records for any AI Output it chooses to publish, distribute, commercialise or rely upon, in order to evidence the origin and validation of such content;

2.5.5. notify the Supplier promptly if any AI Service returns data that appears to be incorrectly classified, over-permissioned or otherwise accessible to a user or system that should not have access to it; and

2.5.6. notify the Supplier promptly of any material AI related incident involving the AI Services, including any materially harmful, discriminatory, unsafe, misleading or erroneous AI Output, unauthorised autonomous action or suspected security issue.

2.6. The Customer shall not:

2.6.1. use the AI Services in a way that is unlawful, misleading, discriminatory, defamatory, infringing or harmful;

2.6.2. reverse engineer, decompile, disassemble or attempt to discover the underlying models, prompts, weights, architecture, safety filters or source materials of any AI Services, except to the extent such restriction is prohibited by applicable law;

2.6.3. use the AI Services for any High Risk Use unless expressly agreed in writing between the Parties, such agreement to include additional controls, oversight, testing, documentation, support, exclusions, dependencies and charges applying to that use;

2.6.4. remove, disable or circumvent any safety feature, access control, usage restriction or filter used in connection with the AI Services;

2.6.5. submit Restricted Data to the AI Services unless expressly agreed in writing by the Supplier and subject to such additional controls as the Supplier may require; or

2.6.6. rely on AI or AI Outputs in lieu of appropriate professional advice.

2.7. The Supplier may suspend or restrict the AI Services on notice if the Supplier reasonably considers that:

2.7.1. the Customer is using the AI Services in breach of this Schedule or any other part of the Contract;

2.7.2. the Customer is using the AI Services for a High Risk Use or with Restricted Data without the Supplier's prior written agreement;

2.7.3. continued provision would create a material legal, regulatory, security, safety or reputational risk; or

2.7.4. suspension or restriction is required by law or by a Third Party AI Provider.

3. AI BUILD SERVICES

3.1. Unless expressly stated otherwise, where the Supplier provides AI Build Services:

3.1.1. the Customer is responsible for the quality and suitability of the data, prompts, permissions, connectors and systems made available for the solution;

3.1.2. the Customer is responsible for acceptance testing, production approval and operational use of the relevant solution in the Customer Environment; and

3.1.3. the Supplier does not assume responsibility for the Customer's internal governance, approval processes, compliance with laws and regulations applicable to the Customer, regulatory assessments or other decisions.

3.2. AI Outputs produced through AI Build Services must not be deployed into a live or production environment without the Customer first completing Human Review and all necessary security and acceptance testing in accordance with paragraph 7 of this Schedule.

3.3. AI Services shall be deemed to have been delivered and completed upon the earlier of: (i) the Customer's use of the relevant Services and Deliverables in a production environment; and (ii) five Working Days from the Supplier formally submitting the relevant Services and Deliverables (or parts thereof) for review, unless the Customer notifies the Supplier of any non-conformity with the Quotation during that five Working Day period, in which case the Supplier shall correct such non-conformities and resubmit the Services and Deliverables for approval. Any subsequent requests from the Customer in respect of those AI Services, Deliverables and/or AI Outputs shall be considered a fresh request for new Services.

3.4. AI Outputs are provided on an assistive basis only and shall not be treated as final or production ready materials. Whether AI Outputs are provided by the Supplier or by an AI System built by the Supplier (with or without the involvement of third parties), it is the Customer's responsibility to confirm that those AI Outputs are complete, free from defects and appropriate for the Customer's intended use.

4. REUSABLE AI SOLUTION SERVICES

4.1. Where the Supplier provides Reusable AI Solution Services, the Customer acknowledges that the relevant solution may incorporate assets, components, methodologies, logic, prompts, workflows, connectors, code patterns, governance artefacts or other materials developed for use with more than one customer.

4.2. The fact that a Reusable AI Solution Service is configured, deployed or adapted for the Customer does not of itself make that solution or any underlying component of it, bespoke to the Customer.

4.3. Unless expressly stated otherwise:

4.3.1. the Supplier retains all rights in any Reusable AI Solution Services and all underlying tools, frameworks, accelerators, templates, methodologies, prompts, code libraries, workflows, connectors and materials of general application;

4.3.2. the Customer receives only a non-exclusive, non-transferable right to use the relevant Reusable AI Solution Services for its internal business purposes in accordance with the Contract; and

4.3.3. the Customer shall not extract, commercialise, sub-licence or reuse any Reusable AI Solution Services separately from the Services provided under the Contract.

5. HOSTED AI SERVICES

5.1. Unless expressly stated otherwise, Hosted AI Services may be provided from the Supplier Environment and may be standardised, shared or multi-tenant in nature.

6. CUSTOMER ENVIRONMENT AND SUPPLIER ENVIRONMENT

6.1. Where AI Services are deployed in the Customer Environment:

6.1.1. the Customer is responsible for maintaining appropriate licences, subscriptions, access rights, permissions, environment settings and connector configurations, except to the extent expressly undertaken by the Supplier as part of the Services;

6.1.2. the Customer is responsible for all persons who access or use the AI Services through the Customer Environment; and

6.1.3. the Supplier shall not be responsible for failures, losses, unauthorised actions, data leakage or degraded performance arising from the Customer Environment, except to the extent directly caused by the Supplier's breach of the Contract.

6.2. Where AI Services are provided from the Supplier Environment:

6.2.1. the Supplier is responsible only for operating the relevant Hosted AI Services in accordance with the Contract; and

6.2.2. the Customer remains responsible for its own use of those Hosted AI Services and of any resulting AI Output, including use by its personnel, customers and third parties.

7. HUMAN OVERSIGHT AND RESPONSIBILITY

7.1. Without limiting paragraph 2.2 of this Schedule, the Customer acknowledges that it is its responsibility to undertake a Human Review and to appropriately resolve all defects in respect of any AI System or AI Output where the relevant AI System or AI Output is intended to be used in relation to:

7.1.1. any High Risk Use;

7.1.2. legal or regulatory compliance;

7.1.3. decisions affecting an individual's rights, status, employment, credit, insurance, access to services or similar material interests;

7.1.4. any grievance, disciplinary or HR-related outcome or process;

7.1.5. customer communications which may create legal obligations or liability;

7.1.6. security actions, access decisions, financial commitments or operational actions in live environments; or

7.1.7. any other use case which a reasonable person would regard as materially sensitive.

7.2. The Customer is responsible for determining whether its intended use of the AI Services is subject to any specific legal or regulatory requirements, including under laws relating to AI, automated decision making, data protection, sector regulation or consumer protection, and for fulfilling those requirements including any transparency requirements, or any disclosure, notice, explanation, consent or similar obligation.

7.3. Neither party shall be deemed to have assumed the regulatory status of 'AI Provider' or any equivalent status under AI Laws solely by virtue of the descriptions in this Schedule. Such status shall be determined by the parties' actual activities. If a competent authority determines that a party's role is different from that contemplated by the Services, the parties shall consider in good faith any amendments to the relevant service description to reflect the required regulatory controls. Without limiting the foregoing, the Supplier disclaims any express or implied warranty or other term that the AI Services comply with any of the AI Laws, and shall not be required to comply with the laws applying to 'AI Providers' or similar classifications unless expressly agreed in a Quotation.

8. DATA PROTECTION AND SECURITY

8.1. Each party shall comply with its obligations under applicable Data Protection Legislation in connection with the AI Services.

8.2. To the extent the Supplier processes personal data on behalf of the Customer through the AI Services, such processing shall be governed by the data protection provisions of the Contract.

8.3. The Customer acknowledges that Customer Data may be processed by Third Party AI Providers engaged by the Supplier in connection with the AI Services and that the Third Party AI Providers' terms and notices shall apply to such processing.

8.4. The Supplier shall use reasonable endeavours to ensure that appropriate contractual protections are in place with relevant Third Party AI Providers where required by applicable Data Protection Legislation.

8.5. Unless expressly stated otherwise, the Supplier shall use reasonable endeavours to ensure that Customer Data submitted to Third Party AI Providers for the purpose of providing the AI Services is not used to train or improve those providers' general models, where appropriate provider terms and technical controls are available.

8.6. The Customer acknowledges that, including where AI Services utilise Third Party AI Providers, Customer Data may be processed or transferred outside the United Kingdom, provided that such processing is carried out in accordance with applicable Data Protection Legislation and the Contract.

8.7. The Supplier shall provide the AI Services in accordance with its internal Artificial Intelligence Management System (AIMS), which is aligned to ISO 42001 and its Information Security Management System (ISMS), which is aligned to ISO 27001 and ISO 27017/27018.

9. INTELLECTUAL PROPERTY

9.1. As between the parties and subject to Clause 9 of the Terms:

9.1.1. the Customer retains ownership of its Customer Data and any AI Input provided by the Customer; and

9.1.2. the Supplier and its licensors retain ownership of the AI Services and all underlying software, tools, models, prompts, frameworks, accelerators, methodologies, connectors, workflows, reusable components and materials of general application used in connection with the AI Services.

9.2. No ownership in any AI Services, Hosted AI Services or Reusable AI Solution Services shall transfer to the Customer other than in accordance with Clause 9 of the Terms.

9.3. The Supplier's Background IPR in any AI Services shall include any underlying Supplier tools, models, frameworks, prompts, methodologies, connectors, reusable code, reusable workflows and other materials of general application incorporated into or used to create the Services and Deliverables and such IPR shall remain with the Supplier in accordance with Clause 9 of the Terms.

9.4. The Customer shall not use the AI Services, any AI Output, or Deliverable supplied by the Supplier to train, fine-tune or develop a competing AI model, service, accelerator or framework without the Supplier's prior written consent.

9.5. The Customer acknowledges that the application of English intellectual property law to AI and its outputs remains uncertain. As such, the warranties and indemnities in Clauses 9 and 10 of the Terms shall not apply to the AI Services or any AI Outputs. The Supplier shall not be liable to the Customer to the extent such liability arises from the Supplier or its licensors being unable to assert or establish ownership over IPR in the AI Services or any AI Outputs nor from a third party being able to assert or establish ownership over IPR in, or infringement of other IPR by, the AI Services or any AI Outputs.

10. THIRD PARTY AI PROVIDERS

10.1. The Customer acknowledges that the Supplier may use Third Party AI Providers in connection with the AI Services.

10.2. The performance, availability, functionality and characteristics of the AI Services may be affected by changes made by Third Party AI Providers, including model updates, retraining, safety controls, usage

limits, service suspensions, feature withdrawals or changes to applicable terms. The Supplier shall not be responsible for validating, revalidating or confirming the continued suitability or accuracy of AI Output solely as a result of such changes unless expressly agreed. Any work required to assess, adapt or reconfigure the AI Services in response to such changes shall constitute additional Services unless otherwise agreed in writing.

10.3. Unless expressly stated otherwise in the Contract, the Supplier gives no warranty in respect of the performance, availability or suitability of services provided by any Third Party AI Provider.

10.4. The Customer shall comply with any applicable Third Party AI Provider terms notified by the Supplier where such compliance is required for the provision or use of the relevant AI Services.

11. LIABILITY

11.1. The Supplier warrants only that it shall provide the AI Services with reasonable care and skill. The AI Services, any Third Party AI Provider services, and all AI Output are provided on an "as is" and "as available" basis; and all warranties, conditions, representations and other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law. The Customer acknowledges that AI Services are probabilistic in nature and may generate outputs that are inaccurate, incomplete, misleading, biased, non-unique, inappropriate, unlawful or otherwise unsuitable for the Customer's intended purpose. AI Services may also produce different outputs from similar inputs. To the extent any such outcome results from the inherent operation of AI, the Supplier shall not be liable for any resulting defect in the AI Services or in its performance of the Contract.

11.2. Without limiting paragraph 11.1 above, the Supplier does not warrant that:

11.2.1. the AI Services or AI Output will meet the Customer's requirements;

11.2.2. the AI Services will operate without interruption or error;

11.2.3. any defects will be corrected.

11.3. Without prejudice to the other exclusions and limitations in the Contract, and to the fullest extent permitted by law, the Supplier shall not be liable for:

11.3.1. any act, omission, decision or reliance by the Customer or any third party based upon AI Output;

11.3.2. any defect or liability arising due to a failure by the Customer to carry out appropriate Human Review, testing, validation, security assurance, change control or deployment approval;

11.3.3. any use of the AI Services for a High Risk Use, whether or not such use was contemplated by the Customer and whether or not it was agreed by the Supplier that such use was permitted under the Contract;

11.3.4. any Customer Data, AI Input, Customer permissions, Customer connectors, Customer systems, Customer modifications or Customer Environment issue;

11.3.5. model drift, output variability, service degradation, interruption, suspension, withdrawal or changes arising from any Third Party AI Provider or other third party dependency outside the Supplier's reasonable control;

11.3.6. the withdrawal, replacement, suspension or unavailability of any model, model provider, feature or functionality; or

11.3.7. any failure of the Customer to comply with this Schedule.

11.4. Without limiting the foregoing, the Supplier shall not be liable for any liability where such liability arises in respect of:

11.4.1. Customer modifications to AI Outputs;

11.4.2. use of the AI Outputs outside the agreed scope;

11.4.3. use of the AI Outputs with data, systems, platforms or dependencies not approved by the Supplier; or

11.4.4. issues which would have been identified by reasonable review, testing, security assurance or acceptance procedures carried out by the Customer.

11.5. The parties acknowledge that the Charges reflect the allocation of risk and responsibility set out in this Schedule.

12. CHANGES AND TERMINATION

12.1. The Supplier may make reasonable changes to the AI Services, including changes to models, prompts, providers, parameters, workflows, safety features and technical architecture, where reasonably necessary for operational, legal, security or supplier reasons.

12.2. On termination or expiry of the relevant AI Services:

12.2.1. the Customer's rights to use the AI Services shall cease, except to the extent otherwise stated in the Contract;

12.2.2. each party shall comply with the applicable exit, return, deletion and retention provisions of the Contract; and

12.2.3. the Supplier shall have no obligation to retain prompts, sessions, logs, temporary workspaces or AI Output beyond any period required by law, the Contract or the Supplier's applicable retention policies.

SCHEDULE 5 PROFESSIONAL SERVICES

The following are the Specific Terms for Professional Services. They form part of any Contract concluded between the Supplier and the Customer that refers to the delivery of professional services, or to which these Specific Terms are attached.

1. DEFINITIONS

Capitalised terms used in these Specific Terms shall have the meaning given to that term in the Terms or below as appropriate.

"Confirmed Service Date"	means the date for delivery of the Professional Services, or any element thereof, agreed by the parties at a project initiation meeting or otherwise in writing, and including any specified day(s) on which the Supplier makes personnel available to carry out work or attend meetings by prior arrangement with the Customer;
"Consultancy Credit"	means pre-paid Professional Services consultancy days/hours;

2. DELIVERY OF THE SERVICES

2.1. The Professional Services shall commence on the date notified by the Supplier in writing, taking into account the Supplier's then-current resource availability, resource scheduling requirements and applicable lead times, unless otherwise expressly agreed in the applicable Contract. Commencement dates set out in Statements of Work shall be indicative only.

2.2. Where the Statement of Work requires the migration of the Customer's data, the Customer shall provide all reasonable access and co-operation requested by the Supplier to enable the performance of the Professional Services. The Supplier shall use reasonable efforts to ensure the accurate migration of any data but it is the Customer's responsibility to verify the migrated data and the Supplier gives no warranties as to the completeness or accuracy of such migration. The Customer shall ensure that it has taken an adequate backup of the relevant data prior to any such transition and has verified the integrity and recoverability of that backup.

2.3. The Customer may carry out such validation and testing of the Professional Services as it deems appropriate. The Supplier shall reasonably co-operate with such validation and testing, such co-operation to form part of the Professional Services for the purposes of charging. Where the Customer notifies the Supplier during the term of the relevant Statement of Work that any part of the Professional Services does not conform to the Customer's requirements, the Supplier shall investigate the issue and use reasonable endeavours to remedy it. Where the non-conformity arises because the Professional Services do not materially conform with the express requirements of the applicable Statement of Work, the Supplier shall carry out such remedial work without additional charge. In all other circumstances, the Supplier shall be entitled to charge for the time incurred in investigating and carrying out such remedial work. Where the Supplier submits a Deliverable to the Customer during the performance of the Professional Services, the Customer shall complete any validation and testing of that Deliverable within five (5) Working Days of submission and shall notify the Supplier in writing of any issues identified within two (2) Working Days of completing such validation and testing.

3. DELAYS CAUSED BY THE CUSTOMER

3.1. Where the delivery of the Professional Services is or seems likely to be delayed due to the Customer's failure to satisfy pre-requisites or dependencies, or by other acts or omissions by the Customer, then the Supplier shall notify the Customer of such a delay and require the Customer to remedy any such non-conformance within a reasonable period of time specified in such notice. If the Customer continues causing a delay, the Supplier reserves the right to charge the Customer for additional consultancy days proportionate to the delay caused. Such additional Charges shall be calculated on a person-day basis at the full day-rate in accordance with the Supplier's Standard Rates.

3.2. The Customer may not cancel or amend a Confirmed Service Date with less than fourteen (14) days' notice to the Supplier without incurring additional charges calculated in accordance with the Supplier's Standard Rates for the personnel made available for the affected Confirmed Service Date.

4. DELAYS CAUSED BY THE SUPPLIER

If any delay in the delivery of the Services is caused solely by the Supplier's failure to deliver the Services in accordance with the Contract, the Supplier shall (at its own cost) take reasonable steps to remedy such delay.

5. CHARGES AND INVOICING

5.1. For any Professional Services specified in a Statement of Work as being on a time and materials (or 'T&M') basis, or charged based on a daily or hourly rate, the Charges are an estimate of the time and resources required to complete the tasks in the SOW. The Supplier shall use reasonable endeavours to achieve completion of the tasks (as set out in the applicable SOW and subject to satisfaction of any Customer dependencies and assumptions contained in the SOW) within the Charges estimated. However, in the event all purchased resources have been exhausted before the requirements of the SOW have been completed, the Customer may choose to purchase such additional resources required to complete the tasks in the applicable SOW. Where the Customer confirms that it will not purchase additional resources, or does not communicate a decision within a reasonable time period, the Supplier's obligations under the applicable SOW shall be deemed satisfied and the Supplier may terminate the SOW by notice to the Customer.

5.2. Unless otherwise agreed in writing between the Parties, the Charges shall be invoiced as follows:

5.2.1. Charges for Professional Services quoted on a fixed price basis shall be invoiced as to: 25% on the receipt of the signed Quotation with the remaining 75% invoiced in equal monthly instalments calculated according to the estimated duration of the project as outlined in the SOW; and

5.2.2. T&M Charges for Professional Services shall be invoiced as to: 25% on the receipt of the signed Quotation and once the time drawn down exceeds 25% of the Charges, the remaining 75% billed monthly according to the actual resources used that month in arrears until the purchased resources have been exhausted.

5.3. Charges for Professional Services agreed in a Change Request shall be invoiced as set out in the Change Request notice. Additional charges applied in accordance with these Specific Terms shall be in addition to any budget or other limit agreed in a Statement of Work.

5.4. The Customer may earn Consultancy Credits with the Supplier. The Supplier shall confirm all Consultancy Credits in writing to the Customer. Consultancy Credits can be used by the Customer within twelve (12)

months from the date of the Quotation. It is the Customer's responsibility to ensure that such Consultancy Credits are booked with the Supplier at least three (3) calendar months prior to their expiry. Any Consultancy Credits not utilised or booked in time, and any Consultancy Credits outstanding upon the termination by the Supplier of any Contract with the Customer for breach, shall be lost. Consultancy Credits shall be invoiced 100% on receipt of signed Quotation.

SCHEDULE 6 MANAGED SERVICES

The following are the Specific Terms for Managed Services. They form part of any Contract concluded between the Supplier and the Customer that refers to the delivery of managed services, co-managed services, or to which these Specific Terms are attached.

1. DEFINITIONS

1.1 Capitalised terms used in these Specific Terms shall have the meaning given to that term in the Terms or below as appropriate.

2.1 In these Specific Terms, the following terms have the meanings given below:

"Anticipated Commencement Date"	means the date agreed in a Statement of Work or the date agreed in the project plan pursuant to a Statement of Work for the commencement of the Managed Services.

2. GENERAL

1.1 The Supplier will only provide the Managed Services to the named contacts nominated by the Customer. It is Customer's responsibility to ensure that these contacts are up to date at all times.

2.1 Except for hardware maintenance services stated within the SDD, the Managed Services are provided by the Supplier remotely and if the Customer requires Supplier's support at Customer's premises or any other location, an Additional Service Charge shall apply.

3.1 The Supplier does not warrant or guarantee that it will be able to rectify all defects arising in relation to any Third Party Services.

4.1 The Supplier may not be able to correct any defect in relation to any Third Party Software/Services until a fix or workaround is made available by the relevant third party vendor, but the Supplier will use all reasonable endeavours to provide a workaround solution for any such defect (where possible) as soon as reasonably practicable.

5.1 The Customer shall remain responsible for the use of the Managed Services under its control, including any use by third parties (including access by unauthorised third parties).

6.1 The Customer shall not, and shall not permit any third party to, store, distribute, produce or transmit through the Managed Services any material that:

2.6.1 is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive;

2.6.2 facilitates illegal activity;

2.6.3 depicts sexually explicit images;

2.6.4 promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion, belief or gender reassignment, or any other illegal activity;

2.6.5 is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes);

2.6.6 invades another's privacy, causes annoyance, inconvenience or needless anxiety to any person; or

2.6.7 is in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material.

In the event the Customer is in breach of this paragraph, the Supplier reserves the right to suspend the Managed Services immediately until the Customer has remedied the breach. If the breach is so serious as to potentially harm the Supplier's reputation, the Supplier shall be entitled to terminate the Contract with immediate effect and with no liability to the Customer. The Customer shall remain responsible and liable to pay the Supplier for the Charges during the period of suspension.

7.1 It is the Customer's responsibility to take all reasonable precautions against unauthorised access to and loss of data and ensure that its data is frequently backed up. Without limiting any other part of the Terms the Supplier shall not be liable to the Customer for any loss, liability, cost or expense to the extent that such loss, liability, cost or expense would have been mitigated or avoided had the Customer taken reasonably prudent back-ups of any lost, damaged or corrupted data.

8.1 Where applicable and appropriate, the Customer shall comply (and shall procure that any end users shall comply) at all times with the terms of any end user software licences and Third Party Terms as notified by the Supplier to the Customer from time to time, including the terms of the end user licence agreement set out in these Terms.

9.1 The Customer acknowledges that the Supplier may at any time, with the Customer's prior written approval (such approval not to be unreasonably withheld or delayed), incorporate licence management software into elements of the Managed Services for the purposes of ensuring that licence rights are not exceeded.

10.1 The Managed Service shall continue for the Initial Term and thereafter shall continue for a period of twelve months (automatically renewing for a further twelve months on each anniversary after the Initial Term) unless and until either Party serves written notice on the other party to terminate the Managed Service.

11.1 A notice to terminate the Managed Service by the Customer shall only be effective if the Customer provides not less than ninety (90) days' written notice before: (1) the expiry of the Initial Term, in which case the termination shall take effect on expiry of the Initial Term; or (2) following the Initial Term, the next twelve (12) month anniversary of the Managed Service, in which case the termination shall take effect on that anniversary. Any notice served less than ninety (90) days before the expiry of the Initial Term or the relevant twelve (12) month anniversary shall not take effect until the next twelve (12) month anniversary, such that any termination that the Customer wishes to take effect at the expiry of the Initial Term must be served no later than 90 days before the expiry of the Initial Term. Termination under this clause is conditional upon the Customer having fully paid all sums owing to the Supplier and discharged all obligations under the Contract. Such termination notice shall be sent to contractcancellations@ansgroup.co.uk and followed by a hard copy to the Supplier's registered address.

3. SERVICE LEVELS AND SERVICE CREDITS

1.1 The Supplier shall use its reasonable endeavours to respond to an Incident, Change Request and request for the provision of any service within the SLA response times specified in the SDD.

2.1 In the event of a Service Level Failure and subject to the applicable SDD, a Service Credit may apply.

3.1 The Customer may claim a Service Credit by giving written notice to the Supplier by the end of the calendar month following the month in which the relevant Service Level Failure occurred. Upon receiving such notice, the Supplier shall apply the Service Credit sum as a credit against the next invoice which is issued by the Supplier to the Customer under the Contract; or where no such invoice shall be issued then the Supplier shall pay the Customer an amount equal to the Service Credit's value.

4.1 The SLAs state the Customer's full and exclusive right and remedy, and the Supplier's only obligation and liability in respect of, the performance and/or availability of the Managed Service, or its non-performance and non-availability. Without limiting the foregoing, where Service Credits are payable in respect of any Service Level Failure, those Service Credits shall be the Customer's sole and exclusive financial remedy for a Service Level Failure.

5.1 If, at any time, a single event is the sole and direct root cause of the Supplier failing to achieve the required Service Level target in respect of two or more separate Service Levels, then the Supplier will not be liable for Service Credits in respect of all of the relevant Service Levels. Instead, the Supplier will only be liable for Service Credits in respect of whichever of the relevant Service Levels has the highest amount of Service Credits (when converted into pounds sterling).

6.1 Service Credits in any month shall not exceed 10% of the monthly Managed Service Base Charge.

7.1 The Supplier shall not be liable to account to the Customer for Service Credits which arise during a period of time when the Customer is late in making a payment (and for the avoidance of doubt the Customer shall not be late in making payment for these purposes for the duration that the relevant amounts are subject to a bona fide dispute).

8.1 The Supplier shall not be liable to account to the Customer for Service Credits arising during or related to Scheduled Maintenance, Emergency Maintenance or as a result of Relief Events, Force Majeure Events, or power or environmental failure on Customer's premises.

4. MANAGED SERVICE INVOICING

1.1 Managed Service Base Charges shall be invoiced annually in advance with the first invoice being issued on the Commencement Date. Where the commencement of the Managed Service is dependent upon the completion of certain Professional Services, the Customer will use all reasonable endeavours to ensure that such Professional Services are completed in a timely manner, to enable commencement of the Managed Services on or before the Anticipated Commencement Date. If the Anticipated Commencement Date is not met due to any act or omission of the Customer (including delays, failure to provide required information, access or approvals), the Supplier reserves the right to commence billing the Managed Services Base Charges from the Anticipated Commencement Date, regardless of whether the Managed Services have commenced. For clarity, the Supplier will act reasonably and in good faith when exercising this right, and will not do so where delays are immaterial or not caused by the Customer.

2.1 Managed Service Flex Charges shall be invoiced when they arise, calculated in accordance with these Specific Terms.

3.1 Cloud Resource Consumption shall be invoiced monthly in arrears, calculated in accordance with these Specific Terms.

5. ON-PREMISE MANAGED SERVICE (ADDITIONAL PROVISIONS)

1.1 In the event the Supplier provides the Managed Service on Customer's existing infrastructure, the Supplier may conduct a technical audit on Customer's infrastructure during an on-boarding process. The Supplier may require the Customer to remedy any defects prior to the commencement of the Managed Services.

2.1 The Supplier shall not be liable for any failure to provide the Managed Service on the Supported Assets without valid vendor maintenance. It is Customer's responsibility to ensure that all Supported Assets have valid vendor maintenance at all times during the Term of the Contract and such vendor maintenance shall be purchased from the Supplier in order to give effect to the Managed Service.

3.1 In the event the Managed Service is provided on the Supplier's Equipment, the Customer shall:

5.3.1 take good care of the Supplier's Equipment to prevent damage or loss to such Equipment arising from misuse by Customer personnel in accordance with any applicable Supplier policy or instructions of the Supplier from time to time; and

5.3.2 maintain adequate policies of insurance which provide cover for the Supplier's Equipment when located at the Customer's premises against the normal risks which the Customer could reasonably be expected to insure against in respect of its own equipment.

6. HARDWARE MAINTENANCE REPLACEMENT PARTS

The Supplier may supply new, second hand or reconditioned replacement parts in the performance of the Services.

7. MANAGED SERVICE TERMINATION DUE TO A PERSISTENT BREACH

Notwithstanding paragraph 3.4, in the event the Supplier fails to meet any one agreed SLA on two or more P1 Incidents (as shown in the SDD) each month for a consecutive period of three (3) months, the Customer shall have a right to terminate the Contract with thirty (30) days written notice to the Supplier.

8. CLOUD RESOURCE SUBSCRIPTION

1.1 The Cloud Resource Subscription Charges quoted by the Supplier are estimates only. The actual Charges will depend on the third-party cloud provider's then current pricing (which may vary month by month) and Customer's Consumption.

2.1 The subscriptions may be automatically suspended should the Supplier not receive payment on or before the due date stated on the invoice. All relevant fees including Cloud Resource Subscription Charges shall continue to accrue during the period of any suspension.

3.1 Subscription cancellations must be sent to contractcancellations@ansgroup.co.uk. Cancellation charges may apply.

4.1 Any data stored on cloud platforms will be retained for ninety (90) days following suspension/cancellation following which it will be permanently deleted. It is Customer's responsibility to ensure it takes regular back-ups of the data. The Customer may be charged during this period.

5.1 The applicable third-party cloud agreement ("Cloud Agreement") as referenced below or as otherwise in force from time to time shall be incorporated into and form part of the Contract. In the event of any conflict between these Terms and the Cloud Agreement, the Cloud Agreement shall take precedence, insofar as the provision in conflict relates to the Cloud Resource Subscription.

8.5.1 For services where the provider of the services is Microsoft – https://www.microsoft.com/licensing/docs/customeragreement

8.5.2 For services where the provider of the services is AWS - https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Reseller+Customer+License+Terms.pdf

9. MANAGED SERVICE FLEX CHARGES

The monthly Base Charge is in respect of the Managed Service within the Customer's Base Commit. The Customer shall pay the Base Charge even if the actual Consumption is less than the Base Commit. Supplier shall charge the Customer a Flex Charge in respect of the Managed Service provided on Customer's Consumption which exceeds the Base Commit. The Flex Charges shall be in addition to the Base Charge and Consumption (if the Consumption is payable via the Supplier and not directly to the third-party cloud provider) and shall be calculated at the percentage indicated in the Quotation charged on the Consumption in excess of the Base Commit. For example:

Base Commit	Customer's actual Consumption	Flex Charge rate indicated in the Quotation	Flex Charge payable by the Customer
£10,000	£13,000	35%	£1,050 (35% x £3,000)

10. ADDITIONAL CHARGES

1.1 For the avoidance of doubt, the Supplier reserves the right to charge an Additional Service Charge where (including but not limited to):

10.1.1 The Customer requests a Managed Service outside of Service Hours by requesting technical assistance (whether via telephone or email). For the avoidance of doubt, the Customer may log an Incident 24/7;

10.1.2 In the reasonable opinion of the Supplier, more than a reasonable level of Managed Service is being provided as a result of the Customer's untrained personnel operating the Supported Assets in which

case the Supplier shall notify the Customer of the issue and require a prompt remedial action before it seeks to enforce any Additional Service Charges; and/or

10.1.3 The Supplier undertakes a remedial action to an Incident which is caused by any technical changes made by the Customer, including Customer's suppliers which have not gone through the Supplier's change advisory board ("CAB").

2.1 In the event that an Additional Service Charge is applicable Supplier will, where possible, notify Customer prior to any Additional Services being incurred. Additional Services will be charged in accordance with the Supplier's Standard Rates.

SCHEDULE 7 NCE SERVICES

The following are the Specific Terms applicable to NCE Services procured by the Customer through the Supplier, and related or similar services as provided for in the Contract. They form part of any Contract concluded between the Supplier and the Customer that refers to the provision of any services pertaining to NCE (as defined below), the purchase by the Customer of Microsoft licences through services offered by the Supplier, or to which these Specific Terms are attached.

1. NCE SERVICES

1.1. Where the Services include the provision of NCE, the NCE Services shall be provided in accordance with and governed by the Contract and these terms (which are hereinafter referred to as the "NCE Terms").

1.2. The following definitions apply in these NCE Terms.

"ANS Glass Portal"	means the service management portal where the Customer can log/view Service-related tickets, alerts and performance dashboards.
"Authorised Representative"	means the Customer Representative with full authority and permission to commit and bind the Customer in relation to the NCE Service, and which is distinct from the users the Customer nominates and authorises to use the Portal for licences.
"Cap"	means the total monthly volume of Microsoft services which the Customer is permitted to use.
"Customer"	means the person, firm or company detailed in the Quotation as the party procuring the Services from the Supplier, and for the purposes of these Specific Terms shall include Indirect Customer and Direct Customer.
"Customer Agreement"	means the Microsoft customer agreement, which is a direct agreement between the Customer and Microsoft and is a condition of Cloud Solution Provider Program that the Customer enters into this agreement, the terms of which are found at https://www.microsoft.com/licensing/docs/customeragreement together with any applicable Product Terms, and which may be updated from time to time. Any such updates shall continue to form part of the Customer Agreement.
"Direct Customer"	means when the Supplier purchases the NCE Services directly from Microsoft for the Customer.
"Indirect Customer"	means when the Supplier purchases the NCE Services via a third party who will in turn purchase from Microsoft for the Customer.
"Minimum Commitment"	means the minimum commitment of usage or number of authorised users (as the case may be) agreed between the parties from time to time.
"NCE"	means Microsoft's Cloud Solutions Provider programme and the New Commerce Experience for Microsoft products or services.
"NCE Service(s)"	means the purchase of one or more NCE services, subscription services, licences, or other services or products offered through the

	Portal.
"Product Terms"	means the Microsoft document that provides information about Microsoft's products, online services, tools, software, hardware, professional support or consulting services, available through volume licensing, which are found at http://www.microsoft.com/licensing/contracts and which may be updated from time to time.
"Portal"	means where and as applicable for Customer users which the Customer has nominated or authorised, the self-serve portal made available by the Supplier, Microsoft or a Third Party Distributor (as the case may be) to the Customer to enable it to order NCE Services. For the avoidance of doubt, this is distinct from the ANS Glass Portal.
"Subscription Period"	has the meaning given in paragraph 8.1.
"Third Party Distributor"	means the third party who sells the NCE Service(s) to the Customer or the Supplier (as the case may be).

1.3. Except as defined in these NCE Terms, capitalised terms shall have the meanings given to them in the Contract.

1.4. The Supplier may update these terms from time to time as required to take into account changes to Microsoft's or other Third Party Supplier's contracts, vendor programmes or other requirements.

1.5. If there is any inconsistency between these terms and the commercial terms advertised on the Portal, the terms of the Portal shall prevail.

2. SERVICE PROVISION

2.1. Where applicable, the Customer shall be responsible for confirming to the Supplier who its nominated and authorised users for the Portal are, and for granting access to the Portal by its nominated and authorised users and shall remain liable to pay for all purchases made by it whether authorised or unauthorised. The Customer shall ensure that the Portal shall only be accessed by Customer users which the Customer has confirmed to the Supplier are nominated and authorised to use the Portal.

2.2. By any user nominated by the Customer (including by the grant of permissions with the Portal) submitting an order for NCE Services, the Customer:

2.2.1. represents that any subscription commitments and requirements disclosed are complete and accurate in all respects;

2.2.2. agrees to pay the Supplier for all orders it submits for the NCE Services; and

2.2.3. agrees to the terms of the Contract.

2.3. Once an order for NCE Services has been accepted by the Supplier:

2.3.1. NCE Services shall continue for the duration of the applicable Subscription Period unless terminated in compliance with the Quotation or the Contract; and/or

2.3.2. where this relates to an annual or multi-year fixed term NCE Service, adjustments may only be made to increase the Minimum Commitment and not decrease (excluding monthly term subscriptions) below

any current Minimum Commitment provisioned as more fully set out in the Contract, these NCE Terms and the Quotation (as applicable to the NCE Services);

2.3.3. for NCE Services purchased on a monthly term, the Customer may cancel or decrease the quantity of licences with effect from the end of the then-current Subscription Period.

2.4. The Customer shall at all times comply with any specifications for any NCE Service(s) provided by the Supplier from time to time or a third party if the Customer is an Indirect Customer (and procure that all its end users do so).

2.5. Where a Customer is an Indirect Customer, the third party NCE Service(s) is not designed, authorised or warranted to be suitable for use in medical, military, aircraft, space or life support equipment, nor in applications where failure or malfunction of the NCE Service(s) can reasonably be expected to result in personal injury, death or severe property or environmental damage, inclusion or use of the NCE Service(s) in such equipment or applications, without prior authorisation in writing by the Supplier, is not permitted and is done at the Customer's and its end users' own risk.

2.6. As applicable, and notwithstanding that some orders for NCE Services may be placed and managed by the Customer via the Portal, certain products require the Supplier's prior approval prior to purchase being confirmed.

3. MICROSOFT CUSTOMER AGREEMENT

By placing an order for NCE Services with the Supplier or a Third Party Distributor, the Customer represents and warrants that it has read, agreed, acknowledged and accepted, and shall adhere to the terms of, the Customer Agreement (including the applicable Product Terms) which govern the use of the NCE Services.

4. FEES

4.1. The Customer shall pay the charges for the NCE Services as set out in the Quotation and/or Portal (as the case may be).

4.2. NCE Services sold under fixed term subscriptions are sold for the Subscription Period as specified in the Quotation. The Quotation shall specify if such NCE Services are to be billed on an upfront, monthly or annual basis. Any subsequent adjustments to subscriptions made mid-billing cycle will be billed in arrears at the next invoice.

4.3. If the Customer wishes to increase the number of subscription licences provisioned under the NCE Services, the Customer's Authorised Representative can send a request via ANS Glass Portal to the Supplier stating the changes that need to be applied.

4.4. NCE Services may be subject to a Cap. If the Customer utilises the NCE Services in excess of any such Cap, the Customer shall pay to the Supplier the fees and other expenses in accordance with its actual use. NCE services may be billed on forecasted or actual consumption, in advance or in arrears. For such services, all consumption is chargeable whether intended, accidental or unauthorised.

4.5. All charges for the NCE Services are subject to change by Microsoft and/or Third Party Distributors, including periodic price increases in line with Microsoft's price list. The Supplier may increase any fees related to the NCE Services in line with any increases imposed upon the Supplier by Microsoft or Third Party Distributor. For the avoidance of doubt: (i) the prices for NCE Services may change without notice; and (ii) the Supplier will not be required to provide any prior notice before the effectiveness of a decrease or increase in NCE Service

fees that relates to a currency fluctuation event. Any such change shall be reflected in the charges as set out in the corresponding invoice issued to the Customer.

5. INTELLECTUAL PROPERTY RIGHTS

If a claim for infringement concerns the NCE Services, the separate terms and conditions of the Customer Agreement shall apply and any such claim shall be a matter between the Customer and Microsoft.

6. CANCELLATION

6.1. Subject to paragraph 6.2, where the Customer has procured NCE Services from the Supplier, the Customer may cancel the applicable order in line with the terms set out by Microsoft if the Customer notifies the Supplier within five (5) days of placing the initial order for the applicable NCE Services. For such notice to cancel to be effective, it must be received in writing by the Supplier within the hours of 9am – 4pm (GMT) on a Working Day.

6.2. The Customer acknowledges and accepts that any cancellation pursuant to paragraph 6.1 will only be accepted if submitted by the Supplier within Microsoft's designated cancellation period for the applicable NCE Service and is approved by Microsoft and/or the Third Party Distributor (if applicable) and is in accordance with any other requirements of Microsoft and/or Third Party Distributor (if applicable) at the time of cancellation. If cancellation is approved by Microsoft and/or Third Party Distributor, then the order will be cancelled.

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

6.4. Following cancellation of an NCE Service, the Customer is responsible for migrating its data within ninety (90) days. Any migration assistance requested from the Supplier shall be chargeable at the Supplier's then-current rates.

6.5. The transfer of any NCE Services to any other party shall be permitted only with the Supplier's consent, having regard to the practicality and commercial impact of such transfers. The Supplier shall be entitled to apply reasonable additional charges for such transfers where they require time or expense of the Supplier. Any such transfer shall be subject to the Customer Agreement.

7. LIMITATION OF LIABILITY

7.1. For the avoidance of doubt, the terms set out in the Customer Agreement govern the rights and responsibilities of the Customer and Microsoft in relation to the use of the NCE Service and the Supplier excludes any and all liability in relation to the use of the NCE Services. All other Services which fall outside the NCE Servicesare governed by the terms of the Contract and shall take precedence over the terms of the Customer Agreement should any conflict arise over the use of such Services.

7.2. Notwithstanding anything to the contrary in the Contract, the Customer shall indemnify the Supplier from and against any claims, including but not limited to claims for licence fees that directly or indirectly arise from the Customer's use of the NCE Service, reporting under the Contract, or non-compliance with or breach of the Customer Agreement.

8. TERM AND TERMINATION

8.1. The NCE Services have an initial fixed term of either one (1), twelve (12) or thirty six (36) months (or such longer period as is expressly stated in the Order) ("Subscription Period") and shall automatically renew in accordance with paragraph 8.2 unless stated otherwise in the relevant service's specification. The Customer cannot cancel the licence for the NCE Services prior to the expiry of the Subscription Period.

8.2. Subject to paragraph 8.3, and unless stated otherwise in the Quotation or the Portal, fixed term NCE Services will automatically renew at the end of the applicable NCE Service term for a term equal to the initial Subscription Period, unless the Customer gives at least thirty (30) days' prior written notice in the case of monthly terms, and ninety (90) days' prior written notice in the case of annual or multi-annual terms, of non-renewal. Such notice to expire at the next renewal date.

8.3. The Customer's perpetual licences and licences granted on a subscription basis will continue for the duration of the subscription period(s) set out in the Order notwithstanding termination of the Contract, subject to these NCE Terms and the Contract (as applicable).

8.4. Unless otherwise specified in the applicable order (as applicable to the NCE Services), the Customer shall remain liable for any and all payments due in respect of the licences until the end of the respective Subscription Period.

8.5. Termination of any NCE Services will not affect any other Services provided by the Supplier under these NCE Terms or the Contract.

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

8.7. The Supplier may terminate the NCE Services immediately on giving written notice to the Customer if:

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

8.7.2. upon termination by Microsoft or the Third Party Distributor of the licence(s);

8.7.3. on termination of the Third Party Distributor's agreement relating to the Customer's subscription, in which event the Supplier will not be liable whatsoever to the Customer; and/or

8.7.4. in accordance with the Customer Agreement.

8.8. On termination of the Contract for any reason, in addition as provided in the Contract:

8.8.1. for metered NCE Services billed periodically based on usage, the Customer must immediately pay for unpaid usage as of the termination date; and

8.8.2. if Microsoft is in breach, and the Customer is entitled, the Customer will receive a credit for any NCE Services fees, including amounts paid in advance for unused consumption for any usage period after the termination date. The Supplier is not liable to the Customer if Microsoft and/or Third Party Distributor do not issue a credit.

9. CUSTOMER REQUIREMENTS

9.1. The Customer shall:

9.1.1. ensure that it protects its access credentials for the Portal in accordance with its own information security policies and in accordance with generally accepted good industry practice, and shall not permit the sharing of access credentials between individuals;

9.1.2. put in place measures to avoid unauthorised access through its credentials; and

9.1.3. immediately upon becoming aware notify the Supplier of any unauthorised access to the Portal or of any unauthorised transactions through the Portal, and shall remain liable for all such unauthorised access and transactions unless they arise directly due to the Supplier's breach of this Contract.

SCHEDULE 8 WAN INSTALLATION

The following are the Specific Terms for WAN installation services. They form part of any Contract concluded between the Supplier and the Customer that refers to the delivery of WAN installation services, or to which these Specific Terms are attached.

Capitalised terms used in these Specific Terms shall have the meaning given to that term in the Terms.

1. The Supplier shall not be responsible for cancellation of Customer's existing circuits with Customer's current providers.

2. In the event the Customer is unreasonably delaying the installation of circuits, the Supplier reserves the right to commence the Managed Service within 90 (ninety) days from the receipt of the signed Quotation.

3. Circuits shall be invoiced quarterly in advance.