



STRIDON GENERAL TERMS

These General Terms set out the terms and conditions on which Stridon shall provide certain Services to the Customer from time to time. The General Terms (including the Schedules) and each Order Form, together with the Account Form, comprise the Agreement between us.

1. WORK ORDERS, QUOTES & REPRESENTATIVES

- 1.1 Where the Customer wishes to engage Stridon to provide Service(s), we shall both agree the specification for the services and set it out in an Order Form.
- 1.2 An Order Form shall be deemed to be accepted, at which point a contract shall come into existence, on the earlier of either: (a) the parties signing the Order Form, (b) the Customer or Stridon issuing a purchase order confirming a Quote or such other written acceptance of the Order Form; (c) Stridon commencing the supply of the Services or doing any act consistent with performing the Order Form,
- 1.3 The Agreement shall (i) be in substitution for any prior oral or other prior arrangements between Stridon and the Customer in connection with the purchase of the relevant Services; and (iii) prevails over any of the Customer's inconsistent terms or conditions contained in, or referenced in, any order confirmation or other acknowledgement, quotation, purchase order(s), delivery note, invoice or similar document or implied by law, trade custom or practice.
- 1.4 Any Quote given by Stridon shall not constitute an offer. Quotes procured in British pounds will remain open for acceptance for fourteen (14) days from the date of the Quote, or such shorter period as may be expressly stated in a Quote, after which the Quote shall lapse automatically. Where Stridon purchases the applicable Services in a foreign currency (not British Pounds) to fulfil the Quote then that Quote will remain open for up to five (5) days (or such shorter period specified in the Quote), provided that the Quote shall lapse automatically during that period if there is a currency movement of 1% or more during that time period. Quotes related to CSP Services may be subject to periodic changes by Microsoft in line with Microsoft's prevailing price list from time to time.
- 1.5 The Customer shall appoint at least one Representative (**Customer Representative**) who shall have authority to commit the Customer on all matters relating to the relevant Service. Stridon shall appoint a Representative (**Stridon Representative**) as the contact throughout the Services. The initial Customer Representative and Stridon Representative are named in the Account Form, and additional names may be added in an Order Form as applicable for specific Service(s).

2. PROVISION OF SERVICES

- 2.1 Where the Services include the supply of:
 - (a) Support Services, the additional provisions set out in Schedule 1 also apply;
 - (b) Goods, the provisions set out in Schedule 2 also apply;
 - (c) Professional Services, the additional provisions set out in Schedule 3 also apply;
 - (d) CSP Services, the additional provisions set out in Schedule 4 also apply (**CSP Terms**).

3. STRIDON'S RESPONSIBILITIES

- 3.1 Stridon shall:
 - (a) provide the Services in accordance with the terms of the Agreement and use its commercially reasonable endeavours to complete any Deliverables set out under any Order Form, including committing sufficient resources to the provision of the Services to enable their delivery in accordance with the Agreement;
 - (b) provide the Services with reasonable care, skill and ability in accordance with Good Industry Practice.
- 3.2 The Customer confirms that Stridon may employ sub-contractors without seeking the prior consent of the Customer, but such subcontracting will not relieve Stridon from its obligations under this Agreement.
- 3.3 Stridon has in place a disaster recovery plan and shall ensure that it is able to implement the provisions of the disaster recovery plan in accordance with its terms.
- 3.4 Stridon is not responsible for checking or examining any software delivered to the Customer or for ensuring that the software is free from Viruses, unless it is expressly stated in an applicable Order Form that these activities form part of the Services. Where an Order Form expressly includes these activities as part of the Services, Stridon will use industry-standard tools to check and examine the software delivered to the Customer by Stridon and

will use its reasonable endeavours ensure that such software is free from all known Viruses.

- 3.5 Unless otherwise set out in the Order Form, if the Customer accesses the Services through the public Internet or through a private circuit provisioned by a bandwidth provider of the Customer's choice, the Customer assumes responsibility for managing the relationship with this chosen provider, including service level commitments for issues found to be in the chosen provider's network.

4. CUSTOMER RESPONSIBILITIES

4.1 The Customer shall:

- (a) co-operate with Stridon in all matters relating to the Services within a reasonable time as reasonably requested by Stridon, including providing information and resources (including VPN access, passwords, IP addresses, port numbers and telecommunications facilities as required) to enable Stridon to supply the Services. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Stridon may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary
- (b) use the Services only for lawful purposes and in accordance with this Agreement, and comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) to the extent that Stridon requires access to the Customer Site to perform the Services, provide such access during Normal Business Hours (or such other hours as the Parties pre-agree), notify Stridon of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer Sites, and provide a suitable work environment (at no cost to Stridon) to enable Stridon to perform such Services;
- (d) be solely responsible for the security of the Customer's confidential, proprietary and classified information, including, without limitation, all passwords and other login information to any and all operating systems, software and hardware owned or used by the Customer or its customers, and/or related to the Services, save those passwords expressly used by and reserved to Stridon.
- (e) where Support Services and/or CSP Services are provided, maintain continuous global admin access to the Customer's relevant Business Systems (including Microsoft cloud services portals in relation to CSP Services), assets and services in each case to enable Stridon to provide the applicable Services, for the duration of the Agreement;
- (f) where a Microsoft Cloud service is deployed and/or utilised the Customer shall assign Stridon as the Digital Partner of Record and/or Claiming Partner of Record and/or Transacting Partner of Record (TPOR) and/or Partner Admin Link (PAL) and Admin on Behalf of (AOBO) for that particular Service for a minimum of twelve (12) months from the applicable project completion date;
- (g) provide appropriate hardware interface, software and access authorisation to enable remote diagnosis, should such capability be required;
- (h) use all reasonable efforts to follow Stridon support personnel's reasonable instructions with respect to the resolution of issues or defects, including the collation of relevant information to assist with resolution;
- (i) ensure it has suitable licences in place for third party software required to be used by Stridon and its subcontractors where necessary to provide the Services and, where it is able to do so, grant requisite sub-licences to access and use any equipment, software or data of the Customer (or in its possession) solely for the purpose of delivering the Services only for as long as is necessary to deliver such Services; and
- (a) carry out all other Customer responsibilities set out in this Agreement and the Order Form in a timely and efficient manner.

- 4.2 If the Customer has not complied with its payment obligations under the Agreement Stridon will give the Customer written notice of the breach with fourteen (14) days' notice to remedy it. If the Customer does not remedy the breach Stridon may suspend the Services. Stridon is not responsible or liable if the Services do not comply with the Order Forms and/or Service Level Arrangements (if any) as a result of the Customer being in breach of its obligations under this Agreement.

5. PROJECT ORGANISATION

- 5.1 If requested by the Customer or specified in the Order Form, the Customer Representatives and Stridon Representative will have regular meetings to monitor and review the performance of this Agreement, to discuss any changes proposed in accordance with clause 12 (Change Requests) [and to discuss Service Level Arrangements (where applicable)].

6. FEES AND PAYMENT

- 6.1 The Customer shall pay the Fees for the Services as more fully set out in the applicable Order Form and, in the case of Support Services, as further set out in Schedule 1 (Support Services).
- 6.2 Stridon shall invoice the Fees as follows, unless otherwise expressly set out in the applicable Order Form:
- (a) for Support Services, monthly in advance as set out in the applicable Order Form;
 - (b) for Goods, on shipment;
 - (c) for Professional Services, following provision of the Professional Services (which may be weekly) and as a minimum at the end of each month in which the Professional Services have been provided;
 - (d) for CSP Services, as set out in the applicable Set Up Form and/or CSP Terms;
 - (e) for all other Services, as set out in the applicable Order Form.
- 6.3 The Fees exclude, unless otherwise agreed and set out in the Order Form:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by Stridon or its subcontractors in providing the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Customer for the Services (**Expenses**). Stridon shall obtain the Customer's approval before invoicing for Expenses; and
 - (b) the costs of packaging, insurance and transport of Goods.
- 6.4 If Stridon agrees to grant the Customer a credit account, the Customer shall pay each undisputed invoice for the Fees and Expenses in full and cleared funds (without deduction or set-off) within 30 days of the date of such invoice or from the Services Start Date (whichever is earliest) unless otherwise agreed in writing by Stridon or unless otherwise set out in the Order Form. If Stridon does not agree to grant a credit account then, at Stridon's discretion, the Customer shall either pay by direct debit (in which case the details of such direct debit payments shall be sent to the Customer separately) or pay for all Services in advance.
- 6.5 All payments by the Customer under this Agreement shall be in United Kingdom pound sterling unless otherwise agreed or set out in the Order Form and shall be paid to Stridon's bank account as advised by Stridon to the Customer in writing.
- 6.6 All amounts stated are gross amounts but exclusive of VAT or other sales tax which shall be paid by the Customer, if applicable, at the then prevailing rate subject to receipt of a valid VAT invoice or other sales tax invoice.
- 6.7 Should the Customer be required by any law or regulation to make any deduction on account of tax including but not limited to withholding tax or otherwise on any sum payable under the Agreement the Fees payable shall be increased by the amount of such tax to ensure that Stridon receives a sum equal to the amount to be paid under the applicable Order Form.
- 6.8 Without prejudice to any other remedy that Stridon may have, if payment of the Fees or any part of them is overdue then Stridon may, without prejudice to any other rights or remedies, charge the Customer interest on the overdue amount at the rate of 4% per annum above National Westminster Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.9 Stridon shall not be obliged to provide any of the Services and/or deliver any Goods while any duly issued invoice(s) remain unpaid under any Order Form, but should Stridon choose to continue to do so, this shall not in any way be construed as a waiver of Stridon's rights or remedies.
- 6.10 Stridon may increase the Fees relating to the provision of Services in the following circumstances:
- (a) as agreed by the Parties in any Change Notice (including as a result of the Customer increasing the scope of any Services), and any request by the Customer to change the delivery or collection date(s), quantities or types of Goods and/or Services ordered;
 - (b) as set out in the specific Service terms or in the applicable Order Form;
 - (c) for any annually recurring service provided by Stridon, on an annual basis with effect from each anniversary of the Commencement Date, by 30 days' written notice to the Customer;
 - (d) at any time, Stridon may increase the day rates for Professional Services unless a specific rate card has been agreed in which case such rate card shall only be valid until 31st December following its publication;

- (e) as a result of (i) any delay caused by the failure of the Customer to give Stridon adequate information or instructions or (ii) any factor beyond the control of Stridon (including foreign exchange fluctuations, increases in taxes, levies, duties, withholding taxes, and increases in labour, materials and other manufacturing costs); and
- (f) for any fees relating to a component of the Services provided by a third party vendor or related to Third Party Services, at any time on written notice to the Customer, in line with any increases imposed upon Stridon by the applicable third party vendor or Third Party Supplier(s), provided that (i) in the case of a Third Party Supplier, any increases shall be in line with the terms of the Licence Agreement and/or the CSP Agreement, and (ii) in respect of any other price increases imposed on Stridon by a third party vendor, Stridon shall notify the Customer of such increase as soon as reasonably possible upon itself being notified by the third party vendor, and shall be entitled to pass through the cost increase only (not any additional amount).

7. WARRANTIES

7.1 Stridon warrants that:

- (a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by its duly authorised representative;
- (b) it owns or has obtained valid licences, consents, permissions and rights to enable Stridon to comply with this Agreement and to use any of the Intellectual Property Rights necessary for the fulfilment of its obligations under this Agreement including for the Customer's use and receipt of the Services, and Stridon shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;
- (c) it will comply with all applicable laws in performing its obligations under this Agreement; and
- (d) the Customer's use of any Stridon materials, including any materials supplied by Stridon to the Customer (but excluding any third-party materials), shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any third party.

7.2 The Customer warrants that:

- (a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by its duly authorised representative;
- (b) it has the authority to grant any rights to be granted to Stridon under this Agreement and it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to Stridon and any of its subcontractors, any materials reasonably necessary for the fulfilment of all its obligations under this Agreement;
- (c) Stridon's use in the provision of Services (including, specifically, Support Services) or otherwise in connection with this Agreement of any third-party materials supplied by the Customer (including any hardware or software supplied by the Customer to Stridon for such use) shall not cause Stridon to infringe the rights, including any Intellectual Property Rights, of any third party; and
- (d) it has not been induced to enter into this Agreement by any prior representations, nor has it relied on any oral representation made by Stridon or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by Stridon.

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

8. DATA PROTECTION

8.1 The Customer will ensure that full backups and security copies of data and programs are made at all appropriate intervals. Stridon will only monitor the Customer's backup systems if, and to the extent that, such monitoring is expressly included as part of the Services in the applicable Order Form, in which case Stridon will monitor the Customer's backup systems in accordance with the Order Form. Notwithstanding any other provision in the Agreement, Stridon excludes all liability in respect of any backups that subsequently fail where they are due to environmental conditions, human input or other factors outside of the control of Stridon, its subcontractors, Third Party Suppliers or as otherwise set out in this Agreement.

- 8.2 For the purposes of this clause 8, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK Data Protection Legislation.
- 8.3 Both Parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 8.4 The Parties have determined that, for the purposes of Applicable Data Protection Laws, Stridon shall process the personal data set out in Schedule 5 (Data Processing Schedule) as a processor on behalf of the Customer.
- 8.5 Without prejudice to the generality of clause 8.3 the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to Stridon for the duration and purposes of this agreement.
- 8.6 In relation to the Customer Personal Data, the scope, nature and purpose of processing by Stridon, the duration of the processing and the types of personal data and categories of data subject are set out in Schedule 5.
- 8.7 Without prejudice to the generality of clause 8.3 and clause 8.4 Stridon shall, in relation to Customer Personal Data:
- (a) process that Customer Personal Data only on the documented instructions of the Customer, unless Stridon is required by Applicable Laws to otherwise process that Customer Personal Data. Where Stridon is relying on Applicable Laws as the basis for processing Customer Processor Data, Stridon shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Stridon from so notifying the Customer on important grounds of public interest. Stridon shall inform the Customer if, in the opinion of Stridon, the instructions of the Customer infringe Applicable Data Protection Laws;
 - (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (c) ensure that any personnel engaged and authorised by Stridon to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Stridon), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Stridon is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 8.7(f) Customer Personal Data shall be considered deleted where it is put beyond further use by Stridon; and
 - (g) maintain records to demonstrate its compliance with this clause 8 and allow for reasonable audits by the Customer's designated auditor, for this purpose, on reasonable written notice (at least 4 weeks). Audits of compliance with data protection obligations are limited to once per year unless the Customer has a genuine reason to believe that Stridon is in material breach of this clause 8 or can demonstrate that it requires copies of applicable documentation to comply with Applicable Data Protection Laws or the requirements of the UK Information or other applicable regulatory authority. In such case the Customer shall act reasonably in relation to any audit request, and in a manner which results in the minimum of inconvenience to Stridon.
- 8.8 The Customer hereby provides its prior, general authorisation for Stridon to:
- (a) appoint processors to process the Customer Personal Data, provided that Stridon:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data

Protection Laws, and are consistent with the obligations imposed on Stridon in this clause 10;

- (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Stridon; and
 - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Stridon's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Stridon for any losses, damages, costs (including legal fees) and expenses suffered by Stridon in accommodating the objection.
- (b) transfer Customer Personal Data outside of the UK as required in order to provide the applicable Services to the Customer, provided that Stridon shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Stridon, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK Data Protection Legislation applies to the transfer).

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Subject to clause 11.2 below, where Stridon agrees and sets out in the applicable Order Form that it will create bespoke materials or code pursuant to the Services (**Bespoke IPR**) the Intellectual Property Rights in the Bespoke IPR will vest automatically in the Customer once Stridon has received payment in full. Stridon agrees to assign to the Customer its present and future rights and full title and interest in the Bespoke IPR. The Customer now provides an irrevocable, worldwide, royalty-free licence to Stridon for the duration of this Agreement to use such Bespoke IPR strictly for the purposes of providing the Service
- 9.2 Notwithstanding clause 9.1 above, Stridon and its respective licensors retain exclusive ownership of (i) all of its Background Materials; and (ii) ideas, concepts, techniques and know-how discovered, created or developed by Stridon during the performance of the Services that are of general application and that are not based on or derived from the Customer's business or Confidential Information (**General IP**, together with the Background Materials, the **Stridon Intellectual Property**). Stridon grants to the Customer a non-exclusive, irrevocable, worldwide royalty free and non-transferable license to use Stridon Intellectual Property.
- 9.3 Each party (**Indemnifying Party**) shall pay and indemnify the other party (**Claiming Party**) from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by the Claiming Party arising by reason of claims that (1) the Claiming Party's possession of or use of the Indemnifying Party's Intellectual Property or any of its materials (whether used, owned or licensed by the Indemnifying Party) in connection with the provision or receipt of the Services infringes the Intellectual Property Rights of a third party; (2) the Indemnifying Party or any of its customers, modify, alter, replace combine with any other data, code, documents or other software, which alters the Claiming Party's Intellectual Property and such alterations infringe the Intellectual Property Rights of a third party (each an **IPR Claim**). 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.
- 9.4 If an IPR Claim is brought or in the reasonable opinion of Stridon is likely to be made or brought, Stridon may ensure that the Customer is still able to use the Deliverables by either:
- (a) modifying any and all of the provisions of the Deliverables without reducing the performance and functionality for any or all of the provision of the Deliverables, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to the Customer, such acceptance not to be unreasonably withheld; or
 - (b) procuring a license or permission to use the Deliverables on terms which are acceptable to the Customer, such acceptance not to be unreasonably withheld.
- 9.5 Stridon will have no obligation or liability for any IPR Claim to the extent such IPR Claim arises from any use by or on behalf of the Customer of the combination with any item not supplied or recommended by Stridon where such use of the Deliverables directly gives rise to the claim, demand or action; or any modification carried out on behalf of the Customer to any item supplied by Stridon under this Agreement if such modification is not authorised by Stridon in writing where such modification directly gives rise to a claim, demands or action.
- 9.6 The maximum aggregated liability for such indemnification outlined in this clause 9 for either Party shall be equal

to and not more than one hundred thousand pounds (£100,000), which shall count towards the cap set out in clause 11.4.

10. LICENCES

- 10.1 Where the Parties agree that Stridon will procure any Third-Party Services required by the Customer for the provision of the Services, details of those Third-Party Services (and the basis of their procurement by Stridon) will be referenced in the applicable Order Form. The Third-Party Services are supplied on the basis that the Customer agrees to, and complies with, the terms of the applicable Licence Terms.
- 10.2 Except as expressly set out in the relevant Licence Terms, Stridon expressly excludes any warranty to the Customer that the Third-Party Services supplied or licensed under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in its marketing, sales or other associated documentations. The Customer shall remain liable for any and all payments owed to Stridon throughout this Agreement and until the end of the respective licence terms for such Third-Party Services (the **Licence Fees**).
- 10.3 Where specific Licence Terms require the Customer to directly contract with the Third-Party Supplier, it is a condition of this Agreement that the Customer agrees to and/or enters into such direct Licence Terms issued by the Third-Party Supplier. In the event the Customer does not accept the terms of such Licence Terms (whether directly contracted with Stridon or the relevant Third Party), Stridon reserves the right to suspend the provision of the Services until such time as the Customer enters into such Licence Terms.
- 10.4 The Customer acknowledges that it is responsible for ensuring that the Customer's hardware, and operating software for such hardware, is compatible with the Third-Party Services and Stridon gives no warranty in relation to that unless agreed otherwise in writing between the Parties in the Order Form.

11. EXCLUSIONS & LIMITATIONS OF LIABILITY

- 11.1 This clause 11 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and subcontractors) in respect of any breach of this Agreement and any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 11.2 Nothing in this Agreement excludes or limits either party's liability for (a) death or personal injury caused by negligence (b) fraud or fraudulent misrepresentation or (c) any other liability which cannot lawfully be excluded or limited.
- 11.3 Any breach of Stridon's responsibilities under clause 8 (Data Protection) shall be limited to two hundred thousand pounds sterling (£200,000) in aggregate, which shall count towards the cap set out in clause 11.4.
- 11.4 Subject to clauses 9.6, 11.2, 11.3 and 11.5, Stridon's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the applicable Services in the relevant Order Form shall be limited to the Fees paid for the Services under the applicable Order Form to which the claim relates during the twelve (12) months preceding the date on which the claim arose.
- 11.5 Stridon's liability pursuant to this Agreement arising as a result of the negligence of Stridon (or its employees or contractors) for physical damage to or loss of the Customer's tangible property (save that, for the avoidance of doubt, the Customer's or any third party's data and/or software is specifically excluded from the definition of 'tangible property' as pertains to this clause 11.5) up to the amount of fifty thousand pounds sterling (£50,000) in respect of each incident or series of connected incidents. This shall count towards the cap set out in clause 11.4.
- 11.6 Except as expressly and specifically provided in this Agreement neither party shall have any liability for any losses or damages which may be suffered by the other party (or any person claiming under or through that party), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories: (a) indirect, consequential losses or special damage even if the other party was aware of the circumstances in which such indirect, consequential losses or special damage could arise; (b) loss of profits; (c) loss of anticipated savings; (d) loss of business opportunity; (e) loss of goodwill and reputation; (f) loss or corruption of data.
- 11.7 Except as expressly and specifically provided in this Agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 11.8 Any indemnity set out in this Agreement shall not apply unless the party claiming indemnification notifies (in

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

- 11.9 The Customer acknowledges and agrees that, except as expressly provided in this Agreement or unless it is a Service under a relevant Order Form, the Customer assumes sole responsibility for:
- (a) all problems, conditions, delays, delivery failures (including any of those concerning transfer of data) and all other loss or damage arising from or relating to the Customer's or its agents' or contractors' (including any existing service provider's) network connections, telecommunications links or facilities, including the internet and acknowledges that the Services and the Deliverables may be subject to limitations, delays and other problems inherent in the use of such connections, links or facilities; and
 - (b) loss or damage arising from or relating to any Relief Event.
- 11.10 Each party shall maintain in force insurance policies that are adequate to cover its liabilities pursuant to this Agreement including, in Stridon's case, for public and product liability, professional indemnity and employer's liability.

12. CHANGE REQUESTS

- 12.1 Either party may request changes to any Services (in each case a **Change Request**). Any Change Request shall be made in writing and sent to the applicable Customer Representatives or Stridon Representative (as appropriate). The Change Request shall set out the change in sufficient detail so as to enable the other party to make a proper assessment of the proposed change, an example of which may be obtained on request.
- 12.2 Where either party proposes a Change Request Stridon shall provide a written estimate of the likely time required to implement the change, any necessary variations to the Charges as a result of the change, the likely effect of the change on the Services; and any other impact of the change on the terms of this Agreement (a **Contract Change Proposal**). The Customer shall notify Stridon whether it accepts or reasonably rejects Stridon's Contract Change Proposal within five working days of its receipt of the written estimate.
- 12.3 Until such time as a Change Request has been agreed by both Parties, the Parties shall continue to perform their respective obligations under the Order Form without taking into account the Change Request. Once duly agreed by both Parties, the Contract Change Proposal shall be deemed incorporated into the Agreement and Order Form and Stridon shall commence performance of the Change Request accordingly.
- 12.4 Neither party shall be required to accept any Change Request made by the other party and shall not be bound by the Change Request unless it has been agreed in writing as set out above.
- 12.5 Unless otherwise agreed in writing, Stridon shall be entitled to charge the Customer at Stridon's then current Rates for investigating, reporting on any Change Request and, if appropriate, implementing any Change Request requested by the Customer.
- 12.6 For clarity, and subject to clause 12.7 below, no addition to, variation of or other amendment or purported amendment to this Agreement or any Order Form shall be binding on the Parties unless expressly stated as such, made in writing and signed by a duly authorised Representative of both Parties.
- 12.7 Notwithstanding any other provision of the Agreement, as long as there is no material adverse effect on the quality or performance of the Services, Stridon can make any changes (without prior notice unless prohibited by applicable law) to Order Forms which are required to conform with any applicable safety, regulatory or other statutory requirement.

13. CONFIDENTIALITY

- 13.1 Each party agrees and undertakes that it will treat all Confidential Information disclosed to it by the other party in connection with the Services as strictly confidential and shall use it solely for the purpose intended by the Services and shall not, without the prior consent of the other party, publish or otherwise disclose to any third party any such Confidential Information except for the purposes intended by the relevant Order Form.
- 13.2 To the extent necessary to implement the provisions of any Services, each party may disclose Confidential Information to its employees, agents, sub-contractors and professional advisers, in each case under the same conditions of confidentiality as set out in clause 13.1.
- 13.3 The obligations of confidentiality set out in this clause 13 shall not apply to any information or matter which: (i) is in the public domain other than as a result of a breach of this Agreement; (ii) was in the possession of the

receiving party prior to the date of receipt from the disclosing party or was rightfully acquired by the receiving party from sources other than the disclosing party; (iii) is required to be disclosed by law, or by a competent court, tribunal, securities exchange or regulatory or governmental body having jurisdiction over it wherever situated; or (iv) was independently developed by the receiving party without use of or reference to the Confidential Information.

14. TERM AND TERMINATION

- 14.1 This Agreement (excluding any Order Form) shall commence on the Commencement Date and shall remain in full force unless and until terminated in accordance with this Agreement (the “**Term**”).
- 14.2 The term of each Order Form shall commence on the date specified in the applicable Order Form and shall remain in full force for the term set out in the applicable Order Form (the “**Order Form Term**”) unless otherwise agreed by the Parties or earlier terminated in accordance with the terms of this Agreement. An Order Form Term is not applicable for Order Forms solely relating to Goods (unless the Order Form expressly states otherwise).
- 14.3 The applicable Order Form shall set out the basis of renewal, if any, of each Order Form at the end of the applicable Order Form Term, provided that:
- a) for Support Services, at the end of each Order Form Term the applicable Order Form shall automatically renew for an additional period of twelve months, unless a party gives written notice to terminate the Order Form the other party not later than one hundred (100) days before the end of the Order Form Term or renewal term (unless expressly agreed otherwise in each Order Form); and
 - (a) for CSP Services, the applicable provision of the CSP Terms apply in respect of renewal of the applicable Order Form.
- 14.4 Without prejudice to any rights that the party has accrued under this Agreement or any of its respective remedies, obligations or liabilities, each party may terminate this Agreement with immediate effect by giving notice to the other party if that other party:
- (a) commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified to do so; or
 - (b) breaches any of the terms of clause 20 (Anti-Bribery); or
 - (c) takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this sub-clause, or suspends or ceases, or threatens to suspend or cease, carrying on business
- 14.5 Without prejudice to any rights that Stridon has accrued under this Agreement or any of its respective remedies, obligations or liabilities, Stridon may terminate this Agreement with immediate effect by giving notice to the Customer if:
- (a) the Customer (or an End-User) violates any acceptable use policy notified to the Customer by Stridon and as amended from time to time;
 - (b) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) after being notified in writing to make such payment.
- 14.6 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination, and termination of an Order Form shall be without prejudice to any other rights which any party may have under any other Order Form.
- 14.7 On termination of this Agreement or an Order Form for any reason:
- (a) Stridon shall immediately cease provision of the Services (or the applicable part);
 - (b) the Customer shall pay any and all invoices and sums due and payable up to and including the date of termination including: (1) all remaining amounts owing under this Agreement including each Order Form up to the end of the Term; (2) any Licence Fees as set out under clause 10; and (3) where applicable, any termination fees that Stridon incurs from any Third Party as a consequence of such early termination, including, for CSP Services, as set out in the CSP Terms; and
 - (c) 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.

- 14.8 Save as provided in clause 14 or elsewhere in this Agreement, or by mutual consent and on agreed terms, or due to a Force Majeure event, neither party shall be entitled to terminate an Order Form. Termination of an Order Form shall not, by default, terminate other Order Form nor this Agreement.
- 14.9 Upon termination of this Agreement or a specific Order Form for any reason Stridon may agree to provide to the Customer and / or to any new supplier selected by the Customer (the “**Successor Service Provider**”) such assistance as reasonably requested by the Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to the Customer or to Successor Service Provider (such assistance shall be known as the “**Termination Assistance Services**”) during any period of notice of termination (the “**Termination Assistance Period**”). Any services required by the Customer, and which Stridon agrees to provide, for the transition of Services during the Termination Assistance Period shall be provided by Stridon at its then-current time and materials fee rate for such period of time as shall be mutually agreed.
- 14.10 Upon a termination of the Agreement or a specific Order Form (as applicable), Stridon shall only be obliged to retain the Customer Data for a maximum period of 3 months from the date of termination and may delete all such copies of its Customer Data after the 3 months period has ended.
- 14.11 The provisions of clauses 6 (Price & Payment), 7 (Warranties), 8 (Data Protection), 9 (IPRs), 10 (Licences), 11 (Exclusions & Limitations of Liability), 13 (Confidentiality), 14 (Term & Termination), 15 (Staff Transfer & Non-Solicitation), 16 (Relief Events) and 18 (Anti-Bribery) shall survive termination of any Order Form or this Agreement.

15. NON-SOLICITATION

- 15.1 Neither party shall solicit the other party's staff or contractors who have been employed or engaged in the provision, performance or administration of the Services or this Agreement during the lifetime of this Agreement and for a period of 9 months thereafter. For the purposes of this clause 'solicit' means the soliciting of such person with a view to engaging such person as an employee, director, sub-contractor or independent contractor.
- 15.2 In the event that either party is in breach of clause 15.1 above then the party in breach shall pay to the other a one-off recruitment fee of 20% of the individual's basic annual salary, or in the case of a temporary engagement 25% of the contract fees payable to the individual so employed or engaged. Such fee is intended to enable the non-breaching party to recruit a replacement for this individual and as such the non-breaching party reserves the right to amend the fees if appropriate and will provide documentary evidence to back up such fee amendment. This provision shall be without prejudice to either party's ability to seek injunctive relief.

16. RELIEF EVENTS

- 16.1 Subject to clause 11.2, and notwithstanding any other provision of this Agreement, Stridon shall have no liability for failure to perform the Services or its other obligations under this Agreement if it is prevented, hindered or delayed in doing so as a result of any Relief Event.

17. FORCE MAJEURE

- 17.1 Stridon shall have no liability to the Customer under this Agreement and the Customer shall have no obligation to pay the Fees if Stridon is prevented from, or delayed in, performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control except to the extent that Stridon could reasonably have avoided such circumstances by fulfilling its obligations in accordance with the terms of this Agreement or otherwise exercising the level of diligence that could reasonably have been expected of it (having exercised Good Industry Practice), including strikes, computer viruses and malware, pandemics, epidemics, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, fire, flood or storm or compliance with any law or regulation (each a **Force Majeure Event**). If the period of delay or non-performance continues for eight (8) weeks or more, this Agreement may be terminated on fourteen (14) days' written notice.

18. ANTI-BRIBERY

- 18.1 Each party shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (**Relevant Requirements**) and promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by Stridon in connection with the performance of this Agreement.
- 18.2 Each party shall procure that any person associated with it, who is performing or receiving services in connection with this Agreement, adheres to terms equivalent to those imposed in this clause 20 (**Relevant Terms**). Each party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall

be directly liable to the other party for any breach by such persons of any of the Relevant Terms.

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

19. OTHER IMPORTANT TERMS

- 19.1 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 19.2 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 19.3 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.
- 19.4 **Entire Agreement.** This Agreement (and its references to website address to further documentation, the Licence Terms, the Order Forms and the Customer Agreement) constitutes the entire Agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and Agreements between them relating to its subject matter.
- 19.5 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 19.6 **Variations.** No alteration to or variation of this Agreement shall take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorised representative.
- 19.7 **Assignment.** The Customer shall not assign or, transfer or charge or deal in any other manner with either the benefit or the burden of this Agreement or any of its rights or obligations under it, or purport to do any of the same.
- 19.8 **No Partnership.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 19.9 **Third Party Rights.** This Agreement is made for the benefit of the Parties, to it and (where applicable) their successors and permitted assigns, and Microsoft (solely in respect of enforcing the terms of the CSP Agreement, where CSP Services are supplied pursuant to this Agreement) and is not intended to benefit or be enforceable by anyone else.
- 19.10 **Notice.** Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business.
- 19.11 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 19.12 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include e-mail.
- 19.13 **Governing Law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the law of England.
- 19.14 **Jurisdiction.** The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20. INTERPRETATION

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

Agreement: the General Terms including any Schedules and documents linked within them, along with the Order Form(s).

Applicable Data Protection Laws:

- a) To the extent the UK GDPR and 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.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Stridon is subject, which relates to the protection of personal data.

Applicable Laws: means all laws, statutes, orders, rules, provisions, regulations, directives, codes, policies and guidelines which apply to the provision of the Services, including any requirements of any applicable Authority.

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

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

Business Systems: the information technology and communication systems, including networks, hardware, software and interfaces owned by, or licensed to, the Customers or any of its agents or contractors.

Change Request (or CCN): any request to alter the Services pursuant to this Agreement as set out in clause 12.

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

Commencement Date: the date of this Agreement unless otherwise specified in the relevant Order Form.

CSP Agreement: the CSP 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> and which may be updated from time to time.

CSP Services: services related to the provision of the Cloud Solution Provider (CSP) or New Commerce Experience (NCE) licences.

CSP Terms: has the meaning given to it in clause 2.1(d).

Customer: the name of the customer which purchases the Services from Stridon, as identified in the Account Form.

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

Customer Personal Data: any personal data that Stridon processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.

Customer Site: the locations where the Services are provided as identified in the Order Form.

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

Document: in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Designated User: any user of the Services named to Stridon as a user by the Customer.

End-User: the Customer's end-user of the Services.

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

Fees: the fees payable to Stridon, as described in the Order Form, as may be varied from time to time pursuant to the terms of this Agreement.

Force Majeure Event: has the meaning given to it in clause 17.

Good Industry Practice: the standards that fall within the upper quartile of a skilled and experienced provider of business-critical services similar or identical to the Services, having regard to factors such as the nature and size of the Parties, the Service Level Arrangements (where applicable), the term, the pricing structure and any other relevant factors.

Goods: the goods, which includes third party hardware and third party software (being software computer programs in object code form), to be provided as part of the Services, as set out in the Order Form or as otherwise agreed in writing between the Parties.

Hardware: has the meaning set out in Schedule 2 (Supply of Goods).

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

IPR Claim: has the meaning set out in clause 9.3.

Licence Terms: all licence terms and/or agreements that may have to be entered into by Stridon and/or the Customer in respect of Third Party Services used (as referenced in the relevant Order Form).

Normal Business Hours: 9.00 am to 6.00 pm local UK time on Business Days.

Order Form: the services specification for CSP Services, Professional Services, Support Services, Goods and/or any other services as set out under separate cover and agreed between the Parties.

party: a party or parties to this Agreement.

Professional Services: the service described in the Order Form to be performed by Stridon (or a subcontractor, as applicable) in accordance with this Agreement.

Quote or Quotation: any quote or proposal made by Stridon for the provision of Services or supply of Goods.

Rates: Stridon's standard hourly or daily fee rates as set out in the applicable Order Form or as otherwise agreed between the Parties in writing.

Relief Events: the following events:

- (a) any failure by the Customer to comply with its obligations under this Agreement;
- (b) any error or malfunction in the Business Systems or any other software, hardware or systems for which Stridon 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 Stridon is not responsible; or
- (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 Stridon which is reasonably required by Stridon for the proper performance of its obligations under this Agreement.

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

Service Levels or Service Level Arrangements or SLA: the service level arrangements set out in the Order Form, if applicable.

Services: the use of the CSP Services, Goods, Support Services, Professional Services including consulting, advisory, integration or technical services, and any other services performed by Stridon under an Order Form or

otherwise agreed further to the signed written agreement between the Parties.

Services Start Date: the date on which Stridon shall start providing the Services to the Customer.

Software: has the meaning set out in Schedule 2 (Supply of Goods).

Support Services: the Support Services described in the Order Form to be performed by Stridon in accordance with this Agreement (for example, infrastructure support, cyber security management and support, onsite and remote service desk, vulnerability management, patch management and/or Microsoft 365 management and support).

Term: has the meaning set out in clause 14.1. For the avoidance of doubt, each Order Form will have its own term (as described in clause 14.2).

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

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

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including: the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

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

Stridon: Stridon Limited, a company incorporated in England and Wales (company number 06462595) and having its registered office at The Frames, Unit 1.04, 1 Phipp Street, London, EC2A 4PS.

Viruses: means viruses, "logic bombs", "Trojan horses" and any other corruption, deterioration, defects, malfunctions or errors.

- 20.2 Clause, and paragraph headings shall not affect the interpretation of this Agreement.
- 20.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 20.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 20.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 20.6 A reference to **writing** or **written** includes e-mail.
- 20.7 Any phrase introduced by the words **including**, **includes**, **in particular** or **for example**, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- 20.8 In the event of any conflict or inconsistency between the clauses, the Order Form, and the Licence Agreement (including any changes or variations to each of the clauses, the Order Form, and the Licence Agreement), the following order of precedence shall apply (in decreasing order) to the extent of such conflict or inconsistency:
- (a) the Order Form;
 - (b) the Licence Agreements, to the extent applicable to the Services;
 - (c) the clauses.

SCHEDULE 1 – SUPPORT SERVICES TERMS

These Support Services Terms form an integral part of the Agreement and are incorporated into it. Except as expressly defined in these Support Services Terms (including in paragraph (A)4 below (Definitions)), all capitalised terms in these Support Services Terms have the meaning given to them in the General Terms.

1. SUPPORT SERVICES

- 1.1 Stridon will provide the Support Services with reasonable care, skill and ability during the applicable Term set out in the Order Form (and any renewal term) unless earlier terminated for any reason.
- 1.2 Stridon shall provide the Support Services in accordance with the Service Level Agreements (if any) as stated in the Order Form.
- 1.3 Unless in relation to the Customer's legitimate business needs and requirements (including but not limited to legal representation) or as otherwise agreed by Stridon, the Customer shall not store, distribute or transmit any material through the Support Services that would breach the Acceptable Use Policy.
- 1.4 The Customer shall remain responsible for the use of the Support Services (including any Software) under its control, including any use by its third parties.
- 1.5 The Customer must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure (if any) as notified to the Customer by Stridon in writing. This includes informing Stridon promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, Stridon will work with the Customer to alleviate the situation as quickly as possible. The Parties shall discuss and agree appropriate action (including suspending the Support Services).
- 1.6 The Customer shall not provide or facilitate the provision of the Support Services to third parties (including to any group company, unless expressly set out in the applicable Order Form) without the prior written consent of Stridon.
- 1.7 The Customer acknowledges that Stridon may at any time, with the Customer's prior written approval, incorporate licence management software into elements of the Support Services for the purposes of ensuring that licence rights are not exceeded, where Stridon has a licensing responsibility for software installed on the Customer server. Any costs relating to such incorporation shall be at the Customer's sole cost and expense.
- 1.8 The Customer acknowledges that certain conditions outside of Stridon's control may adversely impact the ability of Stridon to perform functions of the Support Services. Examples of such conditions are listed below:
 - (a) failure of Customer Hardware, software or operating system.;
 - (b) partial or full failure of Third-Party Software;
 - (c) network connectivity issues between Local System Components and Stridon's platform;
 - (d) network connectivity issues between Local System Components and its third party's servers.
- 1.9 Stridon reserves the right to modify its system, its network, system configurations or routing configuration, or modify or replace any Hardware or Software in its network or in equipment used to deliver any Support Service over its network, provided that this has no adverse effect on Stridon's obligations or performance under this Agreement and its provision of the Support Services or the Service Level Agreements. If such changes will have an adverse effect, Stridon shall notify the Customer and the Parties shall follow the Change Request procedure set out in clause 12.
- 1.10 Stridon shall only support versions of the Third-Party Software under mainstream or extended support by Microsoft unless otherwise agreed in writing.
- 1.11 Stridon will not provide the Support Service, and bears no liability, in respect of defects or errors:
 - a) resulting from any modifications or enhancements of the Third-Party Software not made by Stridon;
 - b) resulting from incorrect use of the Third-Party Software in scenarios other than those intended by Microsoft or other applicable third parties, or any reason external to the Third-Party Software including, but not limited to, failure of electrical supplies or natural disasters; and
 - c) resulting from the inter-relationship between the Third-Party Software and any other software, hardware or equipment not supported by Stridon.

2. EXCLUSIONS

- 2.1 Support Services exclude (or an additional fee will be levied by Stridon for), the following:

- a) the provision of consumables, media and accessories or any item defined by the product manufacturer as a consumable or accessory;
- b) repairs necessitated as a result of any cause other than fair wear and tear resulting from proper use of equipment in accordance with Stridon's or the manufacturer's instructions or repairs necessitated by equipment not being in good working order when the Services are commenced;
- c) any modification or alteration to equipment which is the subject of maintenance services except as required to rectify a fault diagnosed by Stridon or the manufacturer;
- d) replacement parts;
- e) repair or replacement of any equipment the subject of such Services if such equipment is obsolete or beyond economic repair, meaning the cost of repair is not less than 60% of the then current market value of such equipment;
- f) new infrastructure deployments or significant infrastructure upgrade projects;
- g) provision or setup of any new hardware, unless such activity is related to hardware being changed as part of a manufacturer's valid warranty process;
- h) hardware or software not covered by a manufacturer's valid warranty;
- i) site relocations, whether in whole or in part;
- j) situations where the Customer specifically requests that the Support Service is undertaken Out of Hours where it would have otherwise been sufficient to perform such function during usual Business Hours with zero impact to the Customer's business;
- k) business continuity / disaster recovery situations classified as total site loss, such as caused by fire, flood or other natural disaster or terrorist incident;
- l) any supply of Goods required by the Customer unless otherwise explicitly defined in the applicable Order Form;
- m) custom web or application development;
- n) operating system upgrades and major version upgrades to line of business software applications;
- o) any works not included within the Order Form and considered unreasonable or detrimental in cost to Stridon.

3. SUPPORT SERVICES FEES

- 3.1 The Customer will pay to Stridon the Support Fee and all Additional Charges which fall due under this Agreement in the amounts specified in the Order Form or otherwise properly invoiced by Stridon from time to time.
- 3.2 Stridon is entitled to charge an overtime rate for Support Services for time worked outside Normal Business Hours on the basis of Stridon's then-current standard rate card rates, or as otherwise set out in the Order Form.
- 3.3 If a reported problem is found upon investigation to be due to any matter set out in paragraph 2 above (Exclusions), Stridon will be entitled to invoice the Customer for all reasonable costs and expenses incurred by Stridon in consequence of such investigation calculated in accordance with the definition of Additional Charges. In such cases Stridon will notify the client as soon as it establishes that the problem is due to a matter set out in paragraph 2 and obtain agreement to carry out such further work as is required to rectify the problem.
- 3.4 For clarity (and in addition to the provisions of clause 6.10 of the General Terms), Stridon may increase the Fees on renewal of a Support Service on an annual basis with effect from each anniversary of the commencement of the applicable Support Services, by at least 30 days' written notice to the Customer.
- 3.5 Stridon shall maintain full and accurate records of all time spent carrying out the Support Services, and shall on request, and within a reasonable time, make those records available via the Customer portal for inspection by the Customer.

4. DEFINITIONS

- 4.1 The following definitions apply in this Schedule:

Additional Charges: any charges additional to the Support Fee (including without limitation the On-Site Support Fees, the Remote Support Fees (in each case if any)) that may be invoiced by Stridon to the Customer in connection with this Agreement or as otherwise agreed from time to time which will be calculated as specified in this Agreement or on a time and materials basis in accordance with Stridon's then current standard rates, which rates

as at the Commencement Date are set out in the Agreement Letter.

On-Site Support: the provision of the Support Services by means of attendance by one or more Stridon employees or its sub-contractors at the Location

On-Site Support Fees: the fee calculated at the end of each month for the provision of On-Site Support during that month by multiplying the number of hours of Support Service delivered by Stridon to the Customer (each visit for a Support Incident carrying a minimum charge of one hour) by the On-Site Support hourly rate specified in the Agreement Letter as varied from time to time in accordance with condition 4; Such fees chargeable for events outside of the Support Service as defined in conditions 8.3 and 8.4.

Remote Support: the provision of the Support Services on any basis other than via On-Site Support.

Support Fee: the periodic charge specified in the Order Form to be paid by the Customer to Stridon for the provision of the Support Services which charge may be varied from time to time in accordance with clause 6 of the General Terms.

SCHEDULE 2 – SUPPLY OF GOODS TERMS (HARDWARE & SOFTWARE)

These Supply of Goods Terms form an integral part of the Agreement and are incorporated into it. Except as expressly defined in these Supply of Goods Terms, all capitalised terms in these Supply of Goods Terms have the meaning given to them in the General Terms.

1. The Goods

- 1.1 Any samples, drawings, descriptive matter or advertising produced by Stridon and any descriptions or illustrations contained in Stridon's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Agreement or have any contractual force.
- 1.2 To the extent that the Goods are to be manufactured in accordance with the relevant section of an Order Form supplied by the Customer, the Customer shall indemnify Stridon against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Stridon in connection with any claim made against Stridon for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Stridon's use of the Order Form. This clause 1.2 shall survive termination of the Agreement.

2. Delivery

- 2.1 Stridon shall endeavour to deliver Goods to the agreed delivery location on the delivery date(s) set out in the applicable Order Form. Delivery dates quoted in the Order Form are estimates based on the availability information provided by manufacturers or Stridon's supply chain. If delivery of any Goods is delayed, including as a result of manufacturer or third party supply-chain delays, then Stridon will notify the Customer promptly and will provide new delivery dates. Stridon is not responsible for delays caused as a result of supplier or delivery agent failing to meet their delivery date but will endeavour to expedite delivery via the supplier and/or delivery agent.
- 2.2 Where the Goods comprise third party hardware (**Hardware**), delivery is completed once the Hardware is unloaded at the agreed delivery location. Where the Goods comprise third party software ((being software computer programs in object code form) (**Software**) delivery of, and access to, the Software (including in relation to any access keys or passcodes) is as set out in the applicable Software Terms (as defined in clause 6.1 below).or as advised by Stridon to the Customer under separate cover.
- 2.3 If Stridon fails to deliver Goods by the relevant delivery date after being given a reasonable opportunity to remedy such delay, Stridon's liability (if any) shall be limited to the excess (if any) of the costs and expenses incurred by Stridon in obtaining replacement goods of similar description and quality in the cheapest market available. Stridon shall have no liability for any failure to deliver Goods to the extent that such failure is caused by:
 - a) a delay from the manufacturer, third party supplier or other third party;
 - b) a Force Majeure Event; or
 - c) the Customer's failure to provide Stridon with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 2.4 If ten (10) Business Days after the day on which Stridon attempted to make delivery of Goods the Customer has

not taken delivery of those Goods, Stridon may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods, or charge the Customer for any shortfall below the price of the Goods.

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

3. Cancellations

- 3.1 Once an Order has been accepted by Stridon (or an Order Form agreed) it may not be cancelled by the Customer, whether before or after delivery of the Goods, unless cancellation is expressly permitted in the relevant Order; and then only on terms that the Customer reimburses Stridon in full for all reasonable losses (including loss of profit), costs (including the cost of all labour and materials), charges and expenses incurred by Stridon as a result of such cancellation.

4. Warranties

- 4.1 Subject to clause 4 of these Goods Terms, Stridon warrants that, for a period of as offered by the manufacturer (if any) (**Warranty Period**), the Hardware shall:

- a) conform in all material respects with the relevant section of the Order Form;
- b) be free from material defects in design, material and workmanship;
- c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- d) be fit for any purpose held out by Stridon.

- 4.2 If the Customer gives notice in writing to Stridon during the Warranty Period, within five (5) Business Days of discovery that some or all of the Hardware do not comply with the warranties set out in clause 4.1, then Stridon shall, at its option, repair or replace any Goods that are found to be defective, or refund the price of such defective Goods in full (provided that Stridon is given a reasonable opportunity of examining such Hardware and the Customer (if asked to do so by Stridon) returns such Hardware to Stridon's place of business at Stridon's cost). Stridon's only liability to the Customer if the Hardware fails to comply with the warranties set out in clause 4.1 is as set out in this clause 4.2.

- 4.3 Stridon is not liable for any failure of Hardware to comply with the warranties set out in clause 4.1 if:

- a) the Customer makes any further use of such Hardware after giving notice of defects in accordance with clause 4.2;
- b) the defect arises because the Customer failed to follow Stridon's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Hardware or (if there are none) good trade practice regarding the same;
- c) the defect arises as a result of Stridon following any drawing, design or Order Form supplied by the Customer;
- d) the Customer alters or repairs such Hardware without the written consent of Stridon;
- e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- f) the Hardware differs from the Order Form as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

- 4.4 INsofar AS THE HARDWARE COMPRISE OR CONTAIN GOODS OR COMPONENTS WHICH WERE NOT MANUFACTURED OR PRODUCED BY STRIDON, THE CUSTOMER SHALL BE ENTITLED ONLY TO SUCH WARRANTY OR OTHER BENEFIT AS STRIDON HAS RECEIVED FROM THE MANUFACTURER AND IS PERMITTED TO PASS ONTO THE CUSTOMER.

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

- 4.6 WHERE THE GOODS COMPRISE SOFTWARE, THE WARRANTIES (IF ANY) PROVIDED BY THE SOFTWARE LICENSOR WILL BE SET OUT IN THE APPLICABLE EULA AND/OR SOFTWARE TERMS (AS DEFINED IN CLAUSE 6.1).

5. Title and risk

- 5.1 Risk of loss or damage to Hardware will pass to the Customer once the Hardware is unloaded at the agreed delivery location.

- 5.2 Title to Hardware will only pass to the Customer once Stridon receives payment in full for them.
- 5.3 Until title to the Hardware has passed to the Customer, the Customer will:
- store the Hardware separately from all other goods held by the Customer so that they remain readily identifiable as Stridon's property;
 - keep the Hardware in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - notify Stridon immediately if it becomes subject to any of the events listed in clause 14.4(c) of the Agreement; and
 - give Stridon such information relating to the Hardware as Stridon may require from time to time.
- 5.4 Stridon may recover Hardware in which title has not passed to the Customer and the Customer will allow Stridon and its representatives to enter any Customer premises to check compliance and/or recover any such Hardware.
- 6. Software Licence Terms**
- 6.1 For clarity, where Goods resold to the Customer comprise Software then the provision of the Software, and the Customer's receipt and use of the Software, is governed by the applicable third party software licence terms referenced in the Order Form (**Software Terms**). If the Customer is required to enter into an end user licence agreement directly with the third party software licensor (**EULA**) then the provision of the Software is conditional on the Customer's acceptance of, and compliance with, the EULA.
- 6.2 If Stridon incurs any losses or costs as a result of the Customer's breach of any Software Terms or EULA, including where a third party makes a claim against Stridon, then the Customer will reimburse Stridon in full for all such losses and costs.

SCHEDULE 3 – PROFESSIONAL SERVICES TERMS

These Professional Services Terms form an integral part of the Agreement and are incorporated into it. Except as expressly defined in these Professional Services Terms, all capitalised terms in these Professional Services Terms have the meaning given to them in the General Terms.

- 1.1 **Cancellation of Professional Services.** Where the applicable Services comprise Professional Services, the Customer agrees to adhere to the dates scheduled for provision of Professional Services by Stridon as stated in the applicable Order Form. If the Customer wishes to reschedule or cancel the dates for the provision of the Professional Services, Stridon will use reasonable endeavours to re-assign allocated resources to other clients. If such re-assignment is not possible and the Customer has not provided at least ten (10) Business Days full working days advance notice, then the Customer shall be liable to pay the following cancellation charges in the form of damages ("**Cancellation Charges**") in addition to any specific costs relating to cancelling pre-booked travel arrangements and to unpaid Fees (if any) for any Professional Services work that has been performed:
- if dates are changed or cancelled between six (6) days and nine (9) Business Days before the scheduled start date Cancellation Charges equivalent to fifty percent (50%) of the Fees for the Services to be provided at that time will be payable;
 - if dates are changed or cancelled between two (2) days and five (5) Business Days before the scheduled start date Cancellation Charges equivalent to seventy-five percent (75%) of the Fees for the Services to be provided at that time will be payable;
 - if dates are changed or cancelled fewer than two (2) Business Days before the scheduled start date Cancellation Charges equivalent to one hundred percent (100%) of the Fees for the Services to be provided at that time will be payable,
- provided that (i) references to the Fees for the Services in this clause 1.1 (for the purposes of calculating Cancellation Charges) shall be limited to the Fees for the Services for a maximum period of ten (10) Business Days immediately following the date the Customer cancels or suspends; and (ii) it is acknowledged that certain sub-contractors for Professional Services may have specific cancellation charges applicable to the Services provided, in which case Stridon will inform the Customer of such cancellation charges in the applicable Order Form or otherwise in writing from time to time.
- 1.2 The relevant Order Form shall specify the Deliverables that are to be subject to Acceptance Testing and provide a framework for the nature of the testing that will be required.

1.3 **Acceptance Testing.** In relation to any Acceptance Testing:

- (a) the Customer shall have a reasonable period of time, up to five Business Days unless otherwise specified in the Order Form, from Stridon's delivery of each Deliverable under the relevant Order Form (**Acceptance Period**) to confirm that such Deliverable conforms to the acceptance criteria as agreed between the Parties (collectively, the **Acceptance Criteria**). If the Customer determines that a Deliverable does not conform to the Acceptance Criteria, the Customer shall by the last day of the Acceptance Period provide to Stridon a written issues list of the non-conformities to the Acceptance Criteria for the specific Deliverable;
- (b) the Customer shall use best efforts to ensure correctly and efficiently appropriate Acceptance Testing in relation to any Deliverable which is subject to Acceptance Tests and shall notify Stridon within the Acceptance Period (as defined in clause 1.3(a)) if any of the Deliverables do not conform to the Acceptance Criteria. In the event that Customer has undertaken the Acceptance Testing within the Acceptance Period and fails to reject any Deliverable within the relevant Acceptance Period, for all purposes under these Conditions such Deliverable, shall be deemed accepted as if the Customer had issued a written acceptance thereof. Once the Deliverable has been accepted by the Customer and payment has been settled in accordance with the Agreement, the Deliverable shall become the property of the Customer. For the avoidance of doubt, should any non-conformities be found in earlier stages of the Deliverables but which were not highlighted to Stridon during the applicable Acceptance Period, such non-conformities shall not be subject to the remedies as set out in clause 1.3 (c) below;
- (c) If there are any non-conformities within any Deliverable which have been highlighted by Customer or Stridon during the Acceptance Period and whereby the Deliverable has not been accepted by the Customer for this reason and such non-conformity is a directly attributable act or omission on the part of Stridon (and not subject to a Change Request or attributable to the Customer's acts or omissions including inadequate Acceptance Testing) Stridon shall, without prejudice to the Customer's other rights and remedies, carry out all necessary remedial work without additional charge as part of the next Deliverable which shall accordingly be modified; and
- (d) If any non-conformity cannot be remedied by Stridon due to an error, defect or fault which Stridon is able to demonstrate to the reasonable satisfaction of the Customer to be outside Stridon's control and which has disabled Stridon's ability to remedy such non-conformity, then Stridon reserves the right to terminate work on that specific Deliverable. Stridon agrees not to charge Customer any amounts payable by Customer to Stridon which specifically relate to the non-conforming Deliverable which cannot be remedied.

1.4 **Day Rate increases.** Stridon may increase the day rates related to Professional Services at any time, on notice to the Customer, unless a specific rate card has been agreed in which case such rate card shall only be valid until 31 December following its publication.

1.5 **Definitions.** In this Professional Services Schedule the following definitions apply:

Acceptance Criteria: the acceptance criteria as specified in clause 1.3(a) or referred to in an Order Form or as otherwise agreed by the Parties expressly in writing after the date of the Order Form, in each case against which the Acceptance Tests are to be carried out to determine whether the Deliverables meet the Order Form, are satisfactory and ready to be invoiced.

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

SCHEDULE 4 - CSP TERMS

1. [Stridon Cloud Solution Provider \(CSP\) Terms](#)

SCHEDULE 5 – DATA PROCESSING SCHEDULE

Data Subjects:

- Customer employees, contractors
- Customers' clients'

Types of personal data:

- Representatives and technical support personnel of third-party vendors and partners
- Customer employee name and business contact details (including, for example, business email address and business telephone number).
- Customer employee personal contact details (including, for example, email, telephone number and address)
- Customer employee authentication and IT system usage data (including, for example, usernames, login times, access logs and activity logs)
- Customer client's personal contact details (including, for example, email, telephone number and address)
- Customer client's authentication and IT system usage data (including, for example, usernames, login times, access logs and activity logs)
- Any other personal data provided by the Customer to Stridon.

Purpose of processing:

- Provision of support services and associated IT services
- Monitoring and maintaining IT systems
- Ensuring security and compliance
- Improving and optimising service availability, performance and delivery

Nature of processing:

- Collection, recording, and organisation of personal data.
- Storage and retrieval of personal data.
- Use and analysis of personal data for troubleshooting and support.
- Disclosure of personal data to authorised personnel to fulfil service requirements, such as compliance searches.
- Deletion or anonymisation of personal data when no longer needed.