

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions have their corresponding meaning:

ADDITIONAL TERMS: the specific terms, if any, relating to the Hardware Services, Cloud Solution Services, Consultancy Services, Data Handling Services, Software Procurement Services, Support Services, and Odoos Services;

AGREEMENT: these terms together with the Additional Terms, the Data Protection Addendum and any Quotation/invoice;

CLIENT MATERIALS: any and all information, images, pricing, video, user details, data, login information, systems information, content, documentation and resources as may be provided by You to Us in respect of the Services;

CLOUD SOLUTION SERVICES: the provision of cloud solution hosting services in accordance with the Quotation/invoice;

CONSULTANCY SERVICES: the provision of ongoing IT consultancy and project management advisory services;

COMMENCEMENT DATE: the date set out on the Quotation or in the absence of any specific date then We will endeavour to carry out our obligations as soon as reasonably possible;

CONFIDENTIAL INFORMATION: in relation to either Party, information which is disclosed to one Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential);

DATA PROTECTION ADDENDUM: the data processing addendum (if any) attached to these terms;

DATA PROTECTION LEGISLATION: all applicable legislation in the UK applicable to privacy, but not limited to, the UK GDPR (being the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003;

DATA HANDLING SERVICES: the data migration, disaster recovery and data handling services provided;

DEFECT: any material failure in the Deliverables that causes them to fail other than as a consequence of Your acts or omissions;

DELIVERABLES: the deliverables to be provided by Us as part of the Services and identified in the Quotation;

DUE DATE: the date when payment of the Fees are due and as set out the Quotation or in the absence of any date then within 14 days of invoice (unless other terms have been agreed between the parties in writing);

FEES: the sums to be paid by You to Us for the Services, as agreed by the Parties, and as set out in the Quotation/Invoice or as may be agreed by Us from time to time;

GLO MATERIALS: any and all content provided or created by Us pursuant to the Services;

IPR: patents, rights to inventions, copyright and related rights, trade marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, whether registered or unregistered, and including all applications and rights to

apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms or protection which either subsist or will subsist now or in the future in any part of the world;

HARDWARE SERVICES: the purchase and delivery of hardware materially in accordance with the Quotation/Invoice;

MANUFACTURER WARRANTIES: any manufacturer warranties that We are able to assign to you in respect of the Hardware Services;

MILESTONES: the milestones, if any, set out in the Quotation/Invoice for the delivery of the Services or as may be agreed from time to time;

MINIMUM TERM: the minimum term, if any, set out on the Quotation/Invoice for the duration of each of the Services;

ODOO SERVICES: the open source application development suite known or referred to as ODOO;

SERVICES: the Cloud Solution Services, Consultancy Services, Hardware Services, ODOO Services, Software Procurement Services, Support Services and Data Handling Services (as applicable);

NON-GLO DELIVERABLES: any third party software, services, goods, platform or applications that are used or required in order for You to use the Deliverables;

OPEN SOURCE: software where the code is openly available but is subject to specific licensing terms;

QUOTATION AND/OR INVOICE: the quotation and/or Invoice provided by Us and agreed by You and Us and detailing the Services to be provided;

SOFTWARE PROCUREMENT SERVICES: the procurement of software from third parties on your behalf as detailed in the Quotation/Invoice;

SUPPORT SERVICES: the software and hardware support services as detailed in the Quotation/Invoice;

THIRD PARTY SOFTWARE: any third party software that is incorporated or used as part of the Deliverables and which We have agreed in the Quotation/Invoice to provide;

THIRD PARTY TERMS: any third party terms that You are required to adhere to as part of the Services including without limit any licensing terms relating to Third Party Software.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- a. **writing**, includes a reference to any communication effected by electronic transmission or similar means;
- b. a statute or regulation is a reference to that statute or regulation as amended or re-enacted at the relevant time and includes all subordinate legislation made from time to time; and
- c. a **Party** or the **Parties** refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular include the plural and vice versa, references to any gender include other genders and references to persons include corporations.

1.5 In the event of conflict between these terms, the Quotation/invoice and the Additional Terms then the order of precedence shall be (i) the Additional Terms, (ii) the Quotation/Invoice (iii) these terms.

2. Our obligations

- 2.1 We shall provide the Services materially in accordance with this Agreement and in accordance with good industry practice.
- 2.2 Any amendments to this Agreement (including any Quotation) must be agreed in writing between the Parties.

3. Client's Responsibilities and Acknowledgements

- 3.1 You:
 - a. shall promptly, at Our request, provide Us with any and all Client Materials that We reasonably request in order to perform Our obligations under this Agreement;
 - b. shall be fully responsible for the Client Materials and for the content, accuracy, and completeness of the same;
 - c. acknowledge that Our ability to perform Our obligations under this Agreement is dependent on Your full and timely cooperation. We shall not be liable for any delay and/or failure that arises from Your failure to comply with this clause 3;
 - d. warrant that all information provided by You (including any Client Materials) is accurate and complete and that You will notify Us promptly on becoming aware of any material change to the same;
 - e. acknowledge that any statement, email, comments or updates made by individuals is their personal opinion unless confirmed by Us pursuant to a Quotation.

4. Reporting

Each Party shall appoint a primary contact who shall be responsible for liaising with the other Party on all matters under this Agreement. Each contact shall have the necessary knowledge and experience of all relevant matters, and the authority to commit the Party by whom they are appointed.

5. Non-Glo Deliverables

- 5.1 You acknowledge and accept that the Deliverables may be dependent upon Non-Glo Deliverables and that:
 - a. We shall not be liable for any delay, defect, error, problem or failure (together a **Failure**) that arises under this Agreement as a consequence of the use, quality, fitness for purpose, reliability, security or operation of such Non-Glo Deliverables;
 - b. You shall be responsible for complying with any third party terms (including fees) in respect of such Non-Glo Deliverables; and
 - c. We will not be liable for any Failure with a Non-Glo Deliverables. We will, where reasonably possible, assist You in addressing such Failure but it is Your responsibility to address and resolve such Failure with the third party provider.

6. Acceptance

- 6.1 Upon completion of the Deliverables by Us, You shall (acting reasonably) check and test the Deliverables to ensure they materially comply with the Quotation.
- 6.2 In the event that You believe that the Deliverables are not in accordance with the Quotation then You must inform Us as soon as reasonably possible of all Defects (but in any event within 7 days of receiving the same) in writing.
- 6.3 We shall not be liable for any fault or failure in the Deliverables to the extent that it is found to have been caused by Your acts or omissions, or by any other party associated with You for whom We have no responsibility.

- 6.4 Defects shall be remedied by Us at no additional cost to You. You may request that We remedy any Non-Glo Defects, however We shall reserve the right to charge You in full for such remedial work at Our then-current rates for such work. You shall promptly retest any revised Deliverables until it is satisfied, acting reasonably, that such Deliverables are materially in accordance with the Quotation.

- 6.5 The Deliverables shall be deemed accepted unless You have notified Us of any Defects with 7 days of delivery of the same.

7. Fees and Payment

- 7.1 You shall pay the Fees in accordance with the payment terms stated on the VAT invoice provided. Payment terms are 14 days from the date of the invoice, unless otherwise agreed between the parties in writing.
- 7.2 If You fail to make any payment due to Us on or by the Due Date for payment, then, without prejudice to Our other rights and remedies (including, those under Clause 13), You shall pay interest on the overdue sum from the Due Date for payment until the payment of that overdue sum, whether before or after judgment. Interest shall accrue at the rate of 4% per annum above the Bank of England's base rate from time to time.
- 7.3 Without prejudice to clause 7.2, We shall be entitled, in Our discretion to suspend the provision of the Services in the event that You fail to make payment pursuant to this clause 7. We shall, where reasonably practicable, notify You in advance if We intend to operate Our rights under this clause.
- 7.4 We shall be entitled to increase Our Fees from time to time (the **Price Review**). We will notify you of such increase at least 30 days prior to the Price Review date.

8. IPR

- 8.1 You warrant that You have the right to use all Client Materials and that, where applicable, all necessary permissions have been obtained. You (or the applicable licensors, as appropriate) shall retain ownership of all Client Materials and all IPR subsisting in them.
- 8.2 You acknowledge and accept that in the event We use any Open Source in the Services that such Open Source will be subject to additional licensing terms. You agree to adhere to such licensing terms. You must notify Us in advance of any Open Source used in the Client Materials including any applicable licence terms.
- 8.3 We warrant that We have the right to use all GLO Materials supplied by Us as part of the Deliverables.
- 8.4 Save as expressly stated in this Agreement, all IPR in the Deliverables shall remain Our property. Subject to clause 5 above and You complying with Your obligations hereunder, We grant You a non-exclusive, perpetual, royalty free (save for the Fees) licence to use such Deliverables. Unless expressly stated to the contrary in the Quotation, "use" for the purpose of this Clause 8.4 is limited to object code format only.

8.5 Each Party shall indemnify the other against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's IPR by any part of the Deliverables or Client Materials (as applicable) created or supplied by the indemnifying party provided that the indemnified party:

- a. promptly notifies the other in writing of the claim or proceedings;
- b. makes no admission or settlement without the indemnifying party's prior written consent;
- c. provides the indemnifying party with all information and assistance that they may reasonably require; and
- d. gives the indemnifying party sole authority to defend or settle the claim or proceedings.

8.6 The indemnities set out in this Clause 8 shall not apply to the extent that the claims or proceedings in question arise out of the indemnifying Party's compliance with any instructions or materials provided by the indemnified Party.

8.7 You agree not to use any other third party to provide services that are materially similar to the Services for the duration of the Agreement. We shall not be liable for any error, conflict or fault that arises as a consequence of you breaching this clause.

9. Warranties

9.1 Each Party warrants to the other that it has the full power and authority to enter into, and perform its obligations under, this Agreement.

9.2 We shall perform its obligations under this Agreement with reasonable care and skill in accordance with generally established practices and standards prevailing in the technology support and advice sector.

9.3 We warrant that, save in respect of any Third Party Materials or Non-Glo Deliverables, the Deliverables shall be materially free of errors, viruses, and defects and that it will perform materially in accordance with any Quotation for a period of 30 days from the date that acceptance takes place. Subject to the previous sentence, in the event that the Deliverables do not perform in accordance with any Quotation, We shall rectify the same without undue delay and at no additional cost to You.

9.4 The warranty provided in Clause 9.3 shall not apply to the extent that any non-conformity with the Quotation arises out of modifications made to the Deliverables by You or any third-party without Our direct involvement.

10. Liability

10.1 We shall not be liable to You for any damage to software or hardware, damage to or loss of data, or for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.

10.2 Subject to Clause 10.3, each Party's total liability to the other in respect of any claims, whether in contract, tort (including negligence), or otherwise shall not exceed the total amount of Fees paid by You to Us in the 12 months prior to the event giving rise to the claim.

10.3 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by that Party's negligence; fraud; any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or by Section 2 of the Supply of Goods and Services Act 1982; or for any other form of liability which cannot be limited or excluded by law.

11. Data Protection

All personal data used in connection with this Agreement shall be processed in accordance with the Data Protection Legislation. Nothing in this Agreement shall relieve or replace either Party of any obligations set out in the Data Protection Legislation. To the extent that We are processing personal data on Your behalf then the provisions of the Data Protection Addendum shall apply.

12. Confidentiality

12.1 Each Party undertakes that, except as provided by Clause 12.2 or as authorised in writing by the other Party, it shall, at all times during the term of this Agreement and 2 years after its termination or expiry:

- a. keep confidential all Confidential Information;
- b. not disclose any Confidential Information to any other party;
- c. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
- d. not make any copies of, record in any way, or part with possession of any Confidential Information; and
- e. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of Clause 12.1 and sub-Clauses 12.1 (a)- to 12.1 (d) above.

12.2 Either Party may disclose any Confidential Information to any:

- a. sub-contractor or supplier of that Party;
 - b. governmental or other authority or regulatory body; or
 - c. employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- to such extent as is necessary for the purposes contemplated by this Agreement, or as required by law.

12.3 This clause 12 shall not apply to use Confidential Information to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

13 Term and Termination

13.1 This Agreement shall commence on the Commencement Date and shall, subject to earlier termination under this clause 13, continue until all Deliverables have been delivered or, if relating to an ongoing retainer Service, for at least the Minimum Term. This Agreement shall continue beyond the Minimum Term until terminated by You on giving Us no less than 30 days notice. You acknowledge and accept that We (and You) may be subject to minimum terms (including duration) in respect of certain Third Party Software, notwithstanding termination of this Agreement, You will remain liable for any charges and obligations relating to such Third Party Software for the duration of such minimum term.

13.2 Notwithstanding anything to the contrary in this Agreement, We shall be entitled to terminate this Agreement (in whole or part) at any time on giving You no less than 30 days' notice; unless fixed term agreement.

13.3 Without prejudice to any other rights or remedies which may be available to it, either Party may terminate this Agreement with immediate effect by written notice to the other Party if:

- a. any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 14 days of the Due Date for payment;
- b. the other Party commits a material breach of any provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 20 days after being given written notice of the breach and requiring it to be remedied;
- c. the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- d. the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction);
- e. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party; or
- f. that other Party ceases, or threatens to cease, to carry on business.

13.4 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations, or liabilities which have already accrued under this Agreement.

13.5 On the termination or expiry of this Agreement:

- a. save as expressly stated to the contrary, all licences granted to Us by You under this Agreement shall terminate;
- b. We shall return all Client Materials in Our possession to You without undue delay; and
- c. any provision of this Agreement that either expressly or impliedly survives the expiry termination of this Agreement shall remain in full force and effect.

14 Force Majeure

14.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from cause(s) beyond the reasonable control of that Party.

14.2 In the event that either Party cannot perform their obligations hereunder as a result of force majeure:

- a. the affected Party shall be entitled to a reasonable extension of the time for performing those obligations; and
- b. for a continuous period of 60 days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period.

14.3 In the event of termination under Clause 14.2 (b), the Parties shall agree upon a fair and reasonable payment for all work on the Deliverables completed up to the date of termination.

15 No Waiver

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16 Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

17 Costs

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of the negotiation, preparation and execution of this Agreement.

18 Assignment and Sub-Contracting

18.1 Subject to Clause 18.2, this Agreement is personal to the Parties. Neither Party may assign, mortgage, charge, sub-licence, or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

18.2 We shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors.

19 Relationship of the Parties

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or agency between the Parties other than the contractual relationship expressly provided for in this Agreement.

20 Third Party Rights

Unless expressly stated otherwise, no part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

21 Notices

21.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

21.2 Notices shall be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- b. when sent, if transmitted by e-mail and a return receipt is generated; or
- c. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

21.3 In each case notices shall be addressed to the most recent address or e-mail address notified to the other Party.

22 Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to its subject matter. Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

23 Publicity

We shall be entitled to declare that You are a client of Ours and use Your logo, name and brand in any marketing and publicity material (whether online or offline) and on its website.

24 Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25 Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

26 Variation

Any variation of this Agreement shall be in agreed in writing by the Parties. For the avoidance of doubt, Your acceptance of a new Quotation will be deemed as a variation for the purpose of this clause.

27 Law and Jurisdiction

This Agreement (including any non-contractual matters and obligations arising from the same shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement shall fall within the non-exclusive jurisdiction of the courts of England and Wales.



ADDITIONAL TERMS

CLOUD SOLUTION SERVICES

1. Where the Services include Cloud Solution Services, this section shall apply.
2. You acknowledge and agree that all servers, APIs and related equipment used in connection with the supply of any Cloud Solution Services (excluding Our own servers or software) are owned and/or under the control of a third party supplier (**Third Party Provider**) pursuant to a written agreement entered into or to be entered into between Us and that Third Party Provider (**Third Party Provider Agreement**). A red-acted copy of the Third Party Provider Agreement is available on request. You agrees that You will not do or omit to do anything which will or is likely to put Us in breach of the Third Party Provider Agreement.
3. We shall use reasonable endeavours to make the Hosting Services available 99.5% (calculated over a 3 month period) except for any planned maintenance or unscheduled maintenance carried out on behalf of the Third Party Provider.
4. Planned notice with as much notice as reasonably possible.
5. We may amend the scope of the Cloud Solution Services to reflect any changes implemented by the Third Party Provider pursuant to the Third Party Provider Agreement or any change in applicable laws or regulations. If any such amendment has an adverse effect on provision of the Services, then We shall notify You of the same.
6. You may scale the quantity of Cloud Solution Services in accordance with the variation provisions set out in clause 26 and the Fees shall be deemed amended accordingly, provided that We shall be entitled to invoice You for all fees and costs charged to it by the Third Party Provider.
7. Without prejudice to the rest of the Agreement, We shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss, destruction, alteration or disclosure your data or any other data or information caused by the Third Party Provider (including being due to any non-functionality of any APIs).
8. You will ensure that You have all necessary appropriate consents and notices in place to enable the lawful transfer of any personal data to Us and/or lawful collection of the personal data by Us on Your behalf of the Customer. The data processing addendum shall apply to any personal data processed by Us for You.
9. You shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services or act in a way that:
 - a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b. facilitates illegal activity;
 - c. depicts sexually explicit images;
 - d. depicts child abuse;
 - e. promotes unlawful violence;
 - f. promotes terrorism or extremism;
 - g. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - h. is otherwise illegal or causes damage or injury to any person or property; and We reserve the right, without liability or prejudice to

Our other rights, to disable the Your access to any material, suspend the Services and/or to refuse to upload any material that breaches the provisions of this clause or any applicable laws.

HARDWARE SERVICES

1. You acknowledge that any hardware is usually delivered by the third party supplier direct to You. We have no control over their delivery times or dates and are not liable for any delay caused by their late delivery.
2. If We are arranging delivery of any hardware then unless otherwise agreed, We shall deliver the hardware to Your principal place of business or such other location as agreed by the parties in writing (**Delivery Location**) at any time after We notify You that the hardware is ready.
3. Delivery of the hardware shall be completed on the completion of unloading the hardware at the Delivery Location (Delivery Date).
4. Any dates quoted or estimated for the delivery of the hardware are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the hardware that is caused by Force Majeure or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the hardware.
5. If We deliver less than the quantity of hardware ordered, You may not reject the hardware, but on receipt of notice from You that the wrong quantity of hardware was delivered and upon Our confirmation of the same, We shall either:
 - a. make a pro rata adjustment to the invoice for the hardware;
 - b. deliver the outstanding hardware to You as soon as reasonably possible; or
 - c. offer You alternative hardware (agreement to which is at Your reasonable discretion).
7. We shall, where possible and permissible, pass on the benefit of any Manufacturer Warranty provided by the manufacturer in respect of the hardware to You, together with any warranty restrictions.
8. In any event, We shall not be liable for the hardware's failure to comply with the warranty in paragraph 7, if:
 - a. You make any further use of such hardware after giving a notice to Us of Your intention to rely upon any applicable warranty;
 - b. defect arises because You failed to follow Our instructions as to the storage, installation, commissioning, use or maintenance of the hardware or (if there are none) good trade practice;
 - c. defect arises as a result of Us following any specification supplied by You;
 - d. You alter or repair such hardware without Our written consent; or
 - e. defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
9. The risk in the hardware shall pass to You on the Delivery Date.
10. Title to the hardware shall not pass to You until We receive payment in full (in cleared funds) for the hardware.

11. Until title to the hardware has passed You, You shall:
 - a. store the hardware separately from all other goods held by You so that they remain readily identifiable as Our' property;
 - b. not remove, deface or obscure any identifying mark or packaging on or relating to the hardware;
 - c. maintain the hardware in satisfactory condition and keep them insured against all risks for their full price on Our behalf from the date of delivery; and
 - d. give Us such information relating to the hardware as We may require from time to time.
 12. If before title to the hardware passes to You, You become subject to any of the events listed in clause 13 of the main terms, then, without limiting any other right or remedy We may have, Your right to resell the hardware or use them in the ordinary course of its business ceases immediately, and We may at any time:
 - a. require You to deliver up all hardware in its possession which have not been resold, or irrevocably incorporated into another product; and
 - b. if You fail to do so promptly, enter any premises of Yours or of any third party where the hardware is stored to recover the same.
- b. co-operate with the Supplier in all matters relating to the Consultancy Services;
 - c. provide to Us and Our employees, agents, consultants and subcontractors, with access to Your premises, office accommodation and other facilities as reasonably required by Us to provide the Consultancy Services;
 - d. provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - e. obtain and maintain all necessary licences, permissions and consents which may be required for the Consultancy Services before the date on which the Consultancy Services are to start;
 - f. keep all of Our materials, equipment, documents and other property (Glo Materials) at Your premises in safe custody at its own risk, maintain the Glo Materials in good condition until returned to Us, and not dispose of or use the Glo Materials other than in accordance with Our written instructions or authorisation; and
 - g. comply with any additional obligations as set out in the Quotation; and
6. If Our performance of any of Our obligations under the Agreement is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (Customer Default):
 - a. without limiting or affecting any other right or remedy available to it, We shall have the right to suspend performance of the Consultancy Services until You remedy the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Our performance of any of its obligations.
 7. All IPR in or arising out of or in connection with the Consultancy Services (other than IPR in any materials provided by the Customer) shall be owned by the Supplier.
 8. We grant to You, or shall procure the direct grant to You of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Agreement to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Consultancy Services and the Deliverables in Your business.
 9. You shall not sub-license, assign or otherwise transfer the rights granted by clause 8 above.
 10. You grant the Us a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by You to Us for the term of the Agreement for the purpose of providing the Consultancy Services to You.

SOFTWARE PROCUREMENT SERVICES

1. Any Third-Party Software set out in a Quotation shall be supplied and incorporated into the Deliverables in accordance with any applicable Third Party Terms.
2. Unless We otherwise state, the licence fees payable for the Third-Party Software shall form a part of the Fees payable under clause 7 of the main terms.
3. You acknowledge and accept that save for the Third Party Software, that You are responsible for any external software, connectivity and/or hardware necessary for Your use and/or access of the Deliverables.
4. You acknowledge and accept that Third-Party Software may be subject to minimum time periods. Notwithstanding the earlier termination of this Agreement, You will remain liable for any ongoing costs for Third-Party Software (including any charges We levy in respect of the administration of the same) until the end of the applicable term.

PROJECT MANAGEMENT AND CONSULTANCY SERVICES

1. We shall supply the Consultancy Services to You in accordance with the Quotation/Invoice in all material respects.
2. We shall use all reasonable endeavours to meet any performance dates for the Consultancy Services specified in the Quotation/Invoice, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
3. We reserve the right to amend the Quotation if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and We shall notify the You in any such event.
4. We warrant to You that the Consultancy Services will be provided using reasonable care and skill.
5. You shall:
 - a. ensure that the terms of the Quotation are complete and accurate;

NETWORK SERVICES

1. Definitions:

1.1 The following definitions shall apply to this section:

ACT: The Telecommunications Act 1984 (as amended or replaced);

NETWORK SERVICES: the provision and/or rental of various ethernet fibre services;

PROVIDER: such third party as we may use from time to time for the provision of the Network Services.

2 Conditions of use of Network Services

2.1 You agree and undertake:

- a. to use the Network Services in accordance with such conditions as may be notified by Us to You (including our Provider) from time to time;
- b. not to contravene the Act or any other relevant regulations or licences granted thereunder;
- c. not to use the Network Services to communicate any material which is intended to be a hoax call to emergency services or is of a criminal, defamatory, offensive, abusive, obscene or menacing character;
- d. not to use the Network Services in a manner which constitutes a violation or infringement of the rights of any other party; and
- e. to provide Us with such information as We reasonably request relating to Your use of the Network Services.

3 Suspension of service

3.1 We may at its sole discretion elect to suspend forthwith provision of the Network Services until further notice without compensation having given You as much notice as is reasonable under the circumstances either orally (confirming such notification in writing) or in writing in the event that:

- a. You are in breach of a material term of the Agreement including for the purposes of this Agreement its failure to pay charges to Us on the Due Date;
- b. We are obliged to comply with an order, instruction or request of the government, an emergency services organisation or other competent administrative authorities; or
- c. We suspect that the Network Services are being used fraudulently, or in a manner contrary to this section.

3.2 You shall reimburse Us for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of the Network Services as appropriate, but only where the suspension is implemented as a consequence of breach, fault or omission of You.

SUPPORT SERVICES

1. Our Support Services include:

Help Desk : Available from 8.30 a.m. to 5.30 p.m. Monday to Friday (excludes weekends and Bank Holidays). Glo Help Tickets can be logged via the Glo Help Dashboard at any time.

2. For the purpose of this section, the following additional definitions shall apply:

Issue	any defect, error, bug or problem in respect of the Services together with any strategic advice or assistance required by You;
Hours	The number of hours support available to you each month in accordance with your monthly Invoice;
Priority Level	The level of priority assessed by Us in respect of an Issue.

3. In carrying out the Support Services, We shall:

- a. use Our reasonable endeavours to provide the Support Services in a timely and efficient manner;
 - b. prioritise all service requests based on Our reasonable assessment of an Issue;
 - c. use its reasonable endeavours to carry out routine maintenance at times that are least disruptive to You; and
 - d. use its reasonable endeavours to operate in accordance with any service continuity plan We have agreed with You.
4. On receipt of a request for support or as soon as reasonably possible upon becoming aware of any technical issue with the Services, We shall:
- a. use its reasonable endeavours to remedy the Issue in accordance with any resolution time We have indicated to You; and
 - b. keep You updated on a regular basis on Our progress in dealing with the Issue.

5. We will use our reasonable efforts to deal with any issue in accordance with the following response times.

Priority	Issue	Response Time
Urgent	There is a system outage and the Services are unavailable and cannot be accessed.	Support will respond to You within 10 minutes of receiving notice of an urgent incident being reported. Urgent Incidents will be worked on continuously until the fault is permanently cleared or the impacted Service is operational.
High	<p>A call may be classed as a high priority if, the Service is available but some critical functions are:</p> <ul style="list-style-type: none"> • unavailable or not working as specified; or • not operating within agreed performance limits. <p>The critical functions and performance requirements for You shall be agreed in writing from time to time between the parties.</p>	Support will respond to You within 10 Minutes of receiving notice of an high incident being reported. High Incidents will be worked on continuously until the fault is permanently cleared or the system is operational (unless superseded by an Urgent Incident).
Medium	<p>A call may be classed as medium priority, if some Services are available but some:</p> <ul style="list-style-type: none"> • non-critical functions are unavailable or not working as specified; or • specific functions are not operating within agreed performance limits. <p>The critical functions and performance requirements for You shall be agreed in writing from time to time between the parties.</p>	Support will respond to You within 10 Minutes of receiving notice of an medium incident being reported. Medium Incidents will be worked on continuously until the fault is permanently cleared or the system is operational (unless superseded by an High Incident).

Low	A call may be classed as low priority if the Services are working but some non-critical and non-time sensitive functions may not be working as expected.	Support will respond to You within 4 Hours of a low problem being reported. We will use reasonable endeavours to ensure that an answer or resolution is provided within 5 Business Days of the Issue being assigned.
General queries	A call will be classed as a general query if it is not classified as urgent/ high/ medium or low incident.	Support will pass the query on to its project support teams, who will use reasonable endeavours to respond to You within 5 Business Days .

6. Complaints

We recognise that issues may arise from time to time where You are dissatisfied or concerned as to the Services being provided. We are keen to ensure We have a good and long term relationship with Us and as such We would welcome the opportunity to discuss and work with You if you have any concerns. Please do not hesitate to contact your account manager.

7. You shall:

- a. appoint a nominated point of contact who shall be Our main point of contact in relation to the implementation and use of the Support Services. Should You change the main point of contact then You will notify Us as soon as reasonably possible of this; and
 - b. promptly provide Us with such information, resource and system/premises access as we reasonably request to deal with an Issue.
8. You acknowledge and accept that:
- a. We can levy additional Fees if You exceed the number of agreed Hours in the Quotation. Any overcharges will be shown on your monthly Glo Help Report; and
 - b. You may carry over unused Hours from one month to the next.



Glo Networks Limited,
Unit 10, Bridgend Business Park,
Bennett Street, Bridgend, CF31 3SH (**Glo, Our, Us**)

DATA PROTECTION ADDENDUM

DATA PROTECTION ADDENDUM

- 1.1 The terms **Data Subject**, **Personal Data**, **process**, **processing**, **transfer** (in the context of transfers of Personal Data) and **technical and organisational measures** shall have the meanings set out in and otherwise be interpreted in accordance with the Data Protection Legislation.
- 1.2 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 1.3 Both parties represent and warrant to the other that it has the right to collect, process and use the personal data for the purpose(s) of providing or receiving the Deliverables and/or Services (as applicable) and that before it provides any personal data to the other party, it shall:
 - a. make due notification to any relevant regulator including its use and processing of personal data;
 - b. ensure it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing, processing or transferring the personal data to the other party, as required under this Agreement; and
 - c. ensure that all required notices have been given and, as applicable, all required authorisations or consents have been obtained, and are sufficient in scope to enable each party to this Agreement to process the personal data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement.
- 1.4 Unless otherwise specified in any Additional Terms, We will handle Your personal information in accordance with Our standard privacy policy (available on request).
- 1.5 Each party shall co-operate in a timely manner with the other party and provide such information and assistance as the other party may reasonably require to enable the other party to:
 - a. comply with its obligations under Data Protection Legislation in respect of the Personal Data shared under this Agreement; and
 - b. deal with and respond to all investigations and requests for information relating to the Personal Data processed under this Agreement from the relevant Data Subject or from a relevant regulator.
- 1.6 To the extent that We act as a processor of personal data on Your behalf under this Agreement, We shall process such personal data in accordance with the following. We shall:
 - a. implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject;
 - b. not engage another processor without Your prior specific or general written authorisation. In the case of general written authorisation, We shall inform You of any intended changes concerning the addition or replacement of other processors, thereby giving You the opportunity to object to such changes. You acknowledge and accept that We shall be entitled to use a third party host provide in respect of the Deliverables and/or Services;
 - c. process such Personal Data only on Your instructions, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by the Data Protection Legislation governing such personal data; in such a case, We shall, unless prohibited by law, inform You of that legal requirement before processing;
- d. ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- e. take all measures required pursuant to Article 32 of the GDPR;
- f. (taking into account the nature of the processing), assist You insofar as this is reasonably possible, for the fulfilment of Your obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
- g. assist You in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Us;
- h. at Your choice, delete or return all the personal data to You after the end of the provision of Services relating to processing and delete existing copies unless Data Protection Legislation requires storage of the personal data;
- i. make available to You all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by You or another auditor mandated by You (which shall not be a competitor to Us). The rights set out in this Clause are subject to (i) the execution of appropriate confidentiality undertakings; (ii) conducted no more than once per year unless a demonstrated reasonable belief of non-compliance with this Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and (iii) conducted at a mutually agreed upon time and in an agreed upon manner which shall not unreasonably interfere with Our business operations;
- j. immediately inform You if, in Our opinion, an instruction from the You to Us infringes the Data Protection Legislation;
- k. to the extent legally permitted, promptly notify You of any Data Subject requests received by Us and reasonably cooperate with You to fulfil Your obligations under the Data Protection Legislation in relation to such requests. You shall be responsible for any reasonable costs arising from Our assisting You to fulfil such obligations;
- l. notify You without undue delay after becoming aware of a personal data breach and shall reasonably respond to Your request for further information so that You may fulfil Your obligations under Articles 33 and 34 of the GDPR; and
- m. ensure that, to the extent that any personal data originating from the UK or European Economic Area (EEA) is transferred to a country or territory outside the UK or EEA that has not received a binding adequacy decision by the European Commission or a competent national data protection authority, such transfer will be subject to appropriate safeguards that provide an adequate level of protection in accordance with the Data Protection Legislation.

- 1.7 Where We engage another processor for carrying out specific processing activities on Your behalf, the same data protection

obligations as set out in this Agreement shall be imposed on that other processor by way of a contract or other legal act under Data Protection Legislation.

- 1.8 Notwithstanding anything to the contrary, We act as a data controller in relation to the data that We control, including the data that constitutes personal data. You shall comply with the obligations set out in paragraph 1.6 above, in relation to such data, and the clauses shall be interpreted as applying to each party accordingly.
- 1.9 You agree that You shall not permit any of Your group companies, operations, businesses, employees, agents or representatives located outside the UK and/or EEA to access the Deliverables unless it has entered into UK and/or EEA (as applicable) approved Standard Contractual Clauses or other appropriate safeguards as described in the Data Protection Legislation.
- 1.10 On expiration or termination of this Agreement, both parties shall delete or return Personal Data in accordance with any terms and timelines set forth in this Agreement, unless Data Protection Legislation, or other Legislation, requires storage of the Personal Data.
- 1.11 We may engage other processors for the processing of Personal Data relating to You and Your clients. We shall maintain a list of such processors in Our privacy policy, which is available via the Platform or upon request, which We may update from time to time.
- 1.12 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, We and You shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
 - a. the pseudonymisation and encryption of Personal Data;
 - b. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 1.13 In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 1.14 You shall indemnify and hold Us harmless on demand against loss, damage, expenses (including legal expenses) and liability suffered and expenses incurred by Us resulting from any claims made by third parties as a result of breach by You of Your obligations under Data Protection Legislation or this paragraph 1.