

**1. INTRODUCTION**

- 1.1** For the purposes of this clause the terms "Agreement", "Deliverables", "General Terms", "Order Form", "Order Terms", "Products", "Services" and "Specific Terms" shall have the meanings set out in clause 2.1.
- 1.2** These Specific Terms (together with the General Terms, the Order Form and Order Terms constitute the Agreement. We, Welcomm Communications Limited a company incorporated in the United Kingdom under registered company number 3815160, whose registered office is at Welcomm House, 24 The Point, Rockingham Road, Market Harborough, Leicestershire, LE16 7QU ("**We**" or "**Us**") will provide the Products and the Services as may be more specifically set out within the relevant Order Form to you as our client ("**you**") on and subject to these Specific Terms.
- 1.3** Unless otherwise defined herein, any defined terms used in these Specific Terms shall have the meaning attributed to them in the General Terms.
- 1.4** These Specific Terms apply to the Agreement relating to the supply of the Deliverables. Please note that by ordering any Deliverables from us, you agree to be bound by the terms of the Agreement and these Specific Terms. Where we provide any Products or Services to you other than the Deliverables the provision of such Products or Services shall be governed by the relevant Order Terms applying to such Products or Services.
- 1.5** You should print a copy of these Specific Terms or save them to your computer for future reference.
- 1.6** Any quotation given by us shall constitute an offer to provide the Products and/or Services specified in the quotation. Each quotation is valid for a period of 7 calendar days from its date of issue, unless stated otherwise in the relevant quotation.
- 1.7** We may amend these Specific Terms from time to time. Every time you sign or agree an Order Form for the provision of Deliverables please check these Specific Terms and the General Terms to ensure that you understand the Specific Terms and general terms that will apply to our Agreement at that time. These Specific Terms were most recently updated on 2 January 2020.

**2. DEFINITIONS & INTERPRETATION**

- 2.1** The following terms shall have the following meanings in these Specific Terms:
- "**Agreement**" means the agreement between you and us for the provision of the Deliverables;
- "**Charges**" means the charges for Services calculated in accordance with the rates detailed within the Order Form, the charges for any Products we may provide to you from time to time (at the prices specified by us) and the charges otherwise provided for under the Agreement, to be paid by you in accordance with the other terms of the Agreement in consideration for the supply of the Deliverables;
- "**Clause**" means a clause of these Specific Terms;
- "**Deliverables**" means the Products and the Services to be provided by us pursuant to an Order Form;
- "**General Terms**" means our general terms and conditions for the supply of Products and Services, which shall apply to the Agreement in addition to these Specific Terms and any Order Terms;
- "**Initial Term**" means the period as specified on the Order Form;
- "**Order Form**" means the IT services order form signed by you in respect of the supply of the Deliverables;
- "**Order Terms**" means, in respect of the provision of the Deliverables outlined herein, the Order Form;
- "**Out of Hours**" has the meaning given to it in the Order Form;
- "**Products**" means computers, data storage devices, networks and other equipment and related hardware and software but excludes mobile communication devices.
- "**Services**" means the provision of supporting infrastructure services, including installation, back up and other support services specified in an Order Form.
- "**Specific Terms**" means, in respect of the provision of the Deliverables outlined herein, the terms and conditions in this Schedule B; and
- "**Your Representative**" means the person duly authorised by you to act on your behalf for the purposes of the Agreement and identified to us by you under Clause 4.2.

**3. SUPPLY**

- 3.1** Following the date on which an Order Form is signed by Us, and in consideration for payment by you of the Charges, we shall use our reasonable endeavours to provide the Deliverables to you in accordance with the Agreement.

**4. CUSTOMER OBLIGATIONS AND ACKNOWLEDGEMENTS**

- 4.1** You shall (a) co-operate with us in all matters relating the provision of the Deliverables; (b) take all steps reasonably necessary to ensure the safety of our personnel when attending at your Premises; (c) not permit anyone else to perform maintenance services on your equipment concurrently with the performance by us of the Deliverables without our prior consent; (d) provide in a timely manner such access to your Premises and data, and such office accommodation and other facilities, as is requested by Us; (e) provide in a timely manner such information as We may request, and ensure that such information is accurate in all material respects.
- 4.2** No later than five Business Days after the Commencement Date (as defined in clause 8.1), you shall notify to us the name of the person appointed as Your Representative for the purposes of the Agreement. Your Representative shall have the authority to bind you in all matters relating to the Agreement.
- 4.3** If our performance of any of the Deliverables is prevented or delayed by you or your agents', sub-contractors', consultants' or employees', acts or omissions, we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 4.4** You shall provide Us with remote access to all such networks and servers at a reasonable connection speed of at least 1Mbps as are necessary in connection with the performance of the Deliverables. You acknowledge and agree that we require such remote access and minimum reasonable connection speed in order to provide the Deliverables to you in accordance with the terms of the Agreement. As such, without limitation, we shall have no liability to you where we are prevented or otherwise unable to perform our obligations under the terms of the Agreement as a result of you not performing your obligations under this clause 4.4.
- 4.5** You shall ensure that when appropriate hardware is restarted as soon as reasonably possible or at least within six working hours to ensure that updates including security updates are properly applied by your employees, agents', sub-contractors' or consultants'. We reserve the right to apply charges for the rectification of any issues caused by inaction to apply patches and updates.
- 4.6** You shall ensure that regular reliable backups are taken of the network.
- 4.7** You shall ensure compliance with any relevant software asset management.
- 4.8** You shall indemnify Us against and pay to Us, on demand, all reasonable costs, charges or losses sustained or incurred by Us (including without limitation any direct, indirect or consequential losses) that arise directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of your obligations under the Agreement, subject only to our confirming such costs, charges and losses to you in writing.
- 4.9** You acknowledge that: (a) we shall have no responsibility for, and you shall be exclusively responsible for: (i) reviewing any Deliverables we provide and assessing their suitability for your requirements; (ii) ensuring that your employees, agents', sub-contractors', consultants' are trained in the proper use and operation of the Products (as applicable); (iii) ensuring the security, completeness and accuracy of all inputs and outputs; (iv) making regular backup copies of your data to ensure recovery of your data if your software or hardware (including any Products) malfunctions; (v) the selection, use of and results obtained from any Deliverables we provide; (vi) compliance with any third party terms applicable to the use of any hardware or software we may provide; (vii) the loss of any of your data, any damage to any of your hardware or software or any interruption to your business as a consequence of the performance of the Deliverables (b) the level of the Charges reflects the allocation of risk between you and Us; (c) you are in a better position than we are to assess and manage your own risk in relation to your use of your hardware and software; (d) our ability to supply the Deliverables shall depend upon, inter alia, the availability of appropriate resources at the time in question; and (e) that we give no guarantee that

- the Services will be successful in meeting your requirements.
- 4.10** Our total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount actually received by us for the Services as at the date of such breach by us.
- 5. CHARGES**
- 5.1** Notwithstanding any contrary provisions of an Order Form and the General Terms notwithstanding, we reserve the right to require an advance payment of a deposit (in whole or in part) for any Products we supply to you pursuant to the Agreement.
- 5.2** For the avoidance of doubt, where further services are required once all the Services specified in an Order Form have been provided, our then current standard hourly rates shall apply to the provision of any further services provided. We shall not be obliged to inform you, at any time, that all contracted hours paid for have been used, and shall not be obliged to fix Charges for any further services offered at the levels available under the relevant Order Form or contracted scheme initially subscribed to by you. You shall be liable to pay, on demand, any further Charges in respect of any further services provided at our then current standard hourly rates.
- 5.3** Charges for any Services we provide to you Out Of Hours, regardless of whether we have been given advance notice that Out of Hours Services are required, will be charged to you at our standard rates for Out of Hours Services, which are clearly shown in the Order Form.
- 5.4** Without prejudice to any other right or remedy we may have, if you fail to pay any of the Charges on or before the due date, we shall be entitled to suspend the provision of the Deliverables pursuant to any Order Form or Agreement pending settlement of all outstanding Charges.
- 6. SERVICES**
- 6.1** Any requests for Services must be made in accordance with the support procedures set out on the reverse of the Order Form.
- 6.2** We cannot provide Services in respect of any proprietary or closed source software, or any counterfeit or fake software. Without prejudice to the foregoing, we also reserve the right not to provide, or to cease providing, Services in respect of: (a) any Microsoft software that is no longer under warranty from Microsoft, or otherwise has reached its "end of life" status or is no longer supported by Microsoft's mainstream support, (b) any non-Microsoft software, or (c) any other software or hardware as we may indicate from time to time.
- 6.3** We are not and shall not be liable to you or any third party for any "changes" made to your IT infrastructure by personnel not employed by Us. For the purposes of this Clause 6.3 "changes" include the addition of any hardware, software, equipment or device into your IT infrastructure or network that have not been supplied and configured by Us. Further, we are not and shall not be liable for any changes, alterations, or modifications made to network and infrastructure settings not approved by us. You shall be solely responsible for the effects of any such changes as outlined in this Clause. Please note that we will retain an audited record of all hardware, software and equipment covered under the Agreement.
- 6.4** Where we are asked to remove any viruses, Trojan horses, worms, time-bombs, keystroke loggers, malware, spyware, adware or any other harmful programs or similar computer code (**Malicious Code**) designed to adversely affect the operation of any computer software or hardware, we shall use reasonable endeavours to provide such services and remove all such Malicious Code, but cannot guarantee that this will be successful, nor shall we be liable to you or any third party for any failure to remove any Malicious Code or in relation to any services provided by Us in connection with the attempt to remove any such Malicious Code.
- 6.5** Without prejudice to the generality of any limitations contained within the General Terms, we, in particular, accept no liability for any loss or damage caused in any way by (a) any Malicious Code that may impact your hardware or software (including the Products we supply), (b) any hardware or software failure more generally, including where that failure results in data loss or business continuity issues, or (c) by any of the Products we

- supply. In general, no representation or warranty is given by us that all faults will be fixed or will be fixed within a specified period of time. For the avoidance of doubt, We take no responsibility for the loss of data.
- 6.6** As the Products we provide are, in accordance with the General Terms (and unless otherwise specified therein) substantively covered by the relevant manufacturers' warranties only, and due to the volatile nature of the Products, we recommend that you consider purchasing Products with extended manufacturer warranties and/or care packs (where available).
- 6.7** The hourly rates for the provision of the Services set out within an Order Form do not encompass the costs of spare parts or replacements that may be required in respect of any of your equipment, including the Products, in respect of which we may provide the Services, which shall be separately chargeable. Please note that we do not offer a certified hardware repair service, and whilst we shall use reasonable endeavours to repair any Products, we do not hold ourselves out as being experts in provision of such services. Further we cannot guarantee that we will be able to repair any such Products, or source the relevant replacements or spare parts required to restore any such Products to good working order.
- 6.8** For the avoidance of doubt, we do not provide any warranty in respect of the Products we provide and should the failure or breakdown of any Products not be covered by warranty, any services you may require us to provide in respect of same, including repair or maintenance of the Products, shall be subject to additional Charges chargeable.
- 7. VARIATIONS**
- 7.1** Either you or Us may submit written requests for changes to the Agreement (or any part thereof) to the other party during the term of the Agreement. We shall advise you of the likely impact of any such change, including, but not limited to, any effect on the Charges for Services.
- 7.2** We shall in good faith discuss with you changes proposed in accordance with Clause 7.1 as soon as reasonably practicable. Until such time as a variation is agreed in writing and signed by you and Us, covering such change, including any change to the Charges for the Services and/or the Order Form, both you and Us shall continue to perform their respective obligations under the Agreement as if such change had not been requested.
- 8. TERM AND TERMINATION**
- 8.1** The Agreement between you and Us in respect of the provision of the Deliverables shall come into effect on the date of the signing of the Order Form by Us (**Commencement Date**) and, subject to the other provisions of the Agreement, shall continue in force for the Initial Term and shall renew automatically thereafter for further periods of twelve (12) months (each an "**Extended Term**") unless terminated in accordance with the provisions of this clause 8.1.1. For the avoidance of doubt, the Agreement shall continue in force for each Extended Term and shall renew automatically thereafter for further Extended Term (s) unless terminated in accordance with the provisions of this clause 8.1.1 unless and/or until otherwise terminated in accordance with the other provisions of the Agreement.
- 8.1.1** Either party may:-
- 8.1.1.1 at any time prior to the expiration of the Initial Term, terminate the Agreement by giving not less than 2 months prior notice in writing to the other party to that effect, such notice to expire no earlier than the last day of the Initial Term. Where a party has given notice in accordance with this clause 8.1.1.1, the Agreement shall not renew automatically for an Extended Term, but shall continue in force (on the same terms) until the expiry of the notice period specified in the notice given pursuant to this clause 8.1.1.1; or
  - 8.1.1.2 at any time prior to the expiration of any Extended Term, terminate the Agreement by giving not less than 2 months prior notice in writing to the other party to that effect, such notice to expire no earlier than the last day of the applicable Extended Term. Where a party has given notice in accordance with this clause 8.1.1.2, the Agreement shall not renew automatically for a further Extended Term(s), but

shall continue in force (on the same terms) until the expiry of the notice period specified in the notice given pursuant to this clause 8.1.1.2.

**9. EFFECTS OF TERMINATION**

- 9.1** Termination of the Agreement shall be without prejudice to any rights or liabilities that have accrued prior to the effective date of termination.
- 9.2** Upon termination of the Agreement due to a breach by you of the Agreement, or due to the occurrence of any of the circumstances specified in clause 12.2 of the General Terms, you shall, at our option, and without prejudice to any of our other rights or remedies available to Us, either promptly return to Us the Products, or pay to Us an amount equivalent to the full retail value of the Products, less such a deduction (if any) on account of depreciation in value as we may determine in our sole discretion to be reasonable, by way of liquidated damages.
- 9.3** Upon termination of the Agreement due to a breach by you of the Agreement, or due to the occurrence of any of the circumstances specified in clause 12.2 of the General Terms and without prejudice to any of our other rights or remedies available to Us, you shall immediately pay to Us all of the Charges due in respect of any Services provided prior to the effective date of termination.
- 9.4** Upon termination of the Agreement for any reason, you shall, at our request, promptly return to us or otherwise dispose of any Confidential Information which you may have in your possession or under your control and pay to us all outstanding Charges and other payments, including interest, due under the terms of the Agreement.
- 9.5** No refund shall be provided for any contracted hours paid for but not used by you, including in the event of termination of this Agreement.

**10. GENERAL**

- 10.1** In the event of any conflict or inconsistency between the constituent parts of this Agreement, they shall prevail in the following order: (a) the Order Terms, (b) the Proposal, (c) these Specific Terms, and (d) the General Terms.
- 10.2** Without prejudice to the generality of clause 14.8 of the General Terms, the terms of Clauses 1, 2, 4.5, 6.3 - 6.8, 9 and 10 of these Specific Terms shall survive expiry, variation or termination of the Agreement.
- 10.3** All Intellectual Property Rights and all other rights in the Deliverables shall be owned by Us. We hereby license all such rights to you free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable you to make reasonable use of the Deliverables and the Services as is envisaged by the parties. If We terminate the Agreement, this licence will automatically terminate.
- 10.4** You acknowledge that your use of rights in Pre-existing Materials is conditional on Us obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle Us to license such rights to the you.
- 10.5** You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by Us or our agents, and any other confidential information concerning our business or its products which you may obtain. You shall restrict disclosure of such confidential material to such of your employees, agents or sub-contractors as need to know it for the purpose of discharging your obligations to Us, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind you.