

Wilson-Etheridge Ltd

Terms and Conditions for supply of Services.

CONTRACT COVER SHEET

Customer Name and company registration number (if applicable) (“You” or “Your” for the purposes of the Conditions):	** WEBSITE COPY **
Customer address (including trading address if different from registered office address):	** WEBSITE COPY **
Customer telephone number:	** WEBSITE COPY **
Software:	Microsoft 365 & Associated Environments
Support Services to be supplied:	Pay as you go services (Support & Administration)
Support Hours:	0800-2200 (UTC)
Support Fees:	£37.50 per hour
Professional Services to be supplied:	Pay as yo go services (Design, Development & Project/Change Management)
Professional Services Fees:	£37.50 per hour
Commencement Date:	Agreement Signed Date
Initial Period:	Not Applicable
Renewal Period:	Not Applicable
Notice Period:	Not Applicable
The Customer confirms it has read, understood and agreed to be bound by the terms of this Agreement.	

Wilson-Etheridge Limited Terms and Conditions for the supply of Services (September 2019 edition)

TERMS AND CONDITIONS

These terms and conditions apply to the provision of professional services and support services by Us to You. Please read these terms and conditions carefully. By signing the Contract Cover Sheet You are confirming You agree to be bound by these terms and conditions, in particular the limitation of liability provisions contained in clause 12.

BACKGROUND

(A) We are a provider of software based professional and support services, specifically in relation to Microsoft Office 365 and associated software.

(B) You would like us to supply the Services in respect of the Software and Deliverables (defined below).

(C) We will provide and You will receive and pay for the Services, subject to these terms and conditions.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in the Contract.

Affiliate;	in relation to a party, any entity controlling, controlled by or under common control with such party and "control" shall have the meaning given to it in section 1124 of the Corporation Tax Act 2010.
Change Request;	the written change control request, described in clause 5.1, made by You in order to request a Change.
Change;	any change You wish to make to the Services pursuant to clause 4.
Commencement Date;	the date on which the Support Services will commence (as applicable), as detailed in the Contract Cover Sheet.
Confidential Information;	information belonging to or relating to a party's business affairs or activities which (i) has been labelled as such or identified as Confidential Information or (ii) may reasonably be deemed to be confidential in the circumstance of its disclosure or use, including (but not limited to) any documents We produce for You as part of the Professional Services .
Contract Cover Sheet;	The Contract Cover Sheet containing the specific details relevant to the Services You are purchasing from Us.
Contract;	the contract made between You and Us for provision of the Services comprising these Conditions, the Contract Cover Sheet and, where applicable, the PID.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures;	as defined in the Data Protection Legislation.
Customer Data;	the data supplied by You to Us for the purpose of the Services .
Data Protection Legislation;	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including,

Deliverables;	without limitation, the privacy of electronic communications). Any deliverables We create for You as a result of the Professional Services for use with the Software.
Fees;	The Professional Services Fees and/or the Support Fees, as applicable.
Initial Period;	The initial period of the Contract, as specified in the Contract Cover Sheet.
Intellectual Property Rights;	All patents, copyright and related rights, trade marks, business names, rights in get up and goodwill, the right to use for passing off, rights in designs, database rights, rights to use and protect the confidentiality of Confidential Information (including know-how) and all other intellectual property rights, registered or unregistered, which subsist now or in the future in any part of the world.
Notice Period;	The period of notice to be given to terminate the Contract, for the purposes of clause 14.1. The Notice Period shall be as specified in the Contract Cover Sheet.
Professional Services ;	the Professional Services provided by Us to You under the Contract and, where applicable, in accordance with the Project Initiation Document.
Professional Services Fees;	the fees payable by You for the Professional Services, as set out in the Contract Cover Sheet.
Renewal Period;	Where applicable, the fixed period for which the Contract will renew, as specified in the Contract Cover Sheet.
Services;	The Professional Services and/or the Support Services, as applicable.
SLA;	the service level agreement applicable to the Support Services, as contained in the Schedule to these Conditions.
Software;	the software programs and applications in respect of which the Services are to be supplied, as described in the Contract Cover Sheet.
Project Initiation Document;	Where applicable, the project initiation document We produce which outlines the specific detail of the Professional Services to be supplied.
Support Fees;	the fees payable by You for the Support Services, as set out in the Contract Cover Sheet.
Support Hours;	The hours during which the Support Services shall be supplied, as specified in the Contract Cover Sheet.
Support Services;	the maintenance and support services provided by Us to You in respect of the Software and/or the Deliverables within the Scope of Support (as defined in the SLA), in accordance with these Conditions and the SLA.
UK Data Protection Legislation;	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018.
We, Us, Our;	Wilson-Etheridge Limited, company registration number 11302242 whose registered office is at 8 Ravensworth Park, Houghton-le-Spring, DH4 6GU.

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Working Day;	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Working Hours;	As set out within "Support Hours", please see the Contract Cover Sheet.
You, Your;	The customer whose details are contained in the Contract Cover Sheet, which may include Your Affiliates where expressly specified in the Contract Cover Sheet.

1.2 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Contract. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Contract under that statute or statutory provision.

2. FORMATION OF THE CONTRACT

2.1 Signature of the Contract Cover Sheet by You constitutes an offer by You to Us to purchase the Services in accordance with these Conditions.

2.2 The Contract Cover Sheet shall be deemed to be accepted by Us when We sign the Contract Cover Sheet at which point and on which date the Contract shall come into existence.

2.3 Any descriptions or advertising materials We issue relating to the Services we supply, including any information on Our website or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that You may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation We provide is valid for a period of 30 days from its date of issue, unless specified otherwise in the quotation.

2.6 If there is any conflict between the Contract Cover Sheet, the Conditions and the Project Initiation Document, the documents shall take priority in the following order:

2.6.1 The Contract Cover Sheet;

2.6.2 The Conditions; and

2.6.3 The Project Initiation Document.

3. THE SERVICES

3.1 We shall, during the term of the Contract, provide the Services to You subject to the terms of the Contract.

3.2 The Services shall be supplied in a professional and diligent manner, using reasonable skill and care, in accordance with good industry practice.

3.3 As applicable:

3.3.1 the Professional Services shall be supplied in accordance with the Project Initiation Document;

3.3.2 the Support Services shall be supplied in accordance with the SLA.

3.4 We use reasonable endeavours to meet any timings specified in the Contract Cover Sheet or Project Initiation Document for delivery of the Professional Services or the in the SLA for delivery of the Support Services, but we do not guarantee that the Professional Services and/or Support Services shall be supplied in accordance with any such timings.

3.5 We reserve the right to alter the scope of the Services to be supplied if this is necessary to comply with any applicable law or regulatory requirement. However, if such alteration constitutes a material change to the scope of the Services, We shall notify You of such alteration in advance.

3.6 Before We provide any Deliverables to You, We will carry out pre-installation tests on the Deliverables to ensure the Deliverables are in operable condition and meet the requirements of the Project Initiation Document (where applicable).

4. ACCEPTANCE

4.1 Promptly after the Deliverables have been provided to You, You shall carry out such acceptance tests as You consider appropriate to verify that the Deliverables meet Your requirements as set out in the Contract Cover Sheet and/or Project Initiation Document (as applicable).

4.2 You will confirm to Us in writing once the Deliverables have passed the acceptance tests, at which point You shall be deemed to have accepted the Deliverables. Notwithstanding this, You will be deemed to have accepted the Deliverables if:

4.2.1 You use the Deliverables in a Your operational environment;

4.2.2 the Deliverables meet the acceptance criteria set out in the Contract Cover Sheet and/or the Project Initiation Document; or

4.2.3 You fail to carry out the acceptance tests promptly (being within 10 Working Days of Us making the Deliverables available to You).

4.3 If any part of the Deliverables fail to meet the acceptance criteria You shall notify Us in writing. We shall endeavour to remedy the failure promptly, and resubmit the Deliverables to You for acceptance testing.

4.4 If the Deliverables fail to meet the acceptance criteria on the third round of acceptance testing, You may:

4.4.1 Require Us to correct the Deliverables again and resubmit the Deliverables for acceptance testing again;

4.4.2 Accept the Deliverables subject to an adjustment in the Professional Services Fees as is appropriate given the nature of the failure;

4.4.3 Reject the Deliverables and terminate this Contract.

5. CHANGES

5.1 If You require a Change to the Services, You shall notify Us in writing outlining the nature and details of the Change. Such written notice shall be the Change Control Request.

5.2 We shall promptly consider the Change Control Request and notify You within 15 Working Days if We are able to manage the Change including details of any impact the Change may have on the Fees, the timescales for delivery of the Services and any other relevant information.

5.3 If You confirm in writing that You are happy to proceed with the Change based on the details We have provided to You, We shall implement the Change on Your behalf. You accept that if the Change is significant We may need to amend the Project Initiation Document or prepare a new Project Initiation Document.

6. LICENCE

6.1 Following payment of the Professional Services Fees in full, We grant to You a perpetual, non-exclusive, non-transferable licence to use and configure the Deliverables for Your own business purposes. For the avoidance of doubt, nothing in this clause shall operate to transfer any Intellectual Property Rights in the Deliverables to You.

6.2 Except as permitted by clause 6.1, You agree that You:

6.2.1 Will not sell assign, lease, rent, sublicense, loan, transmit, network or otherwise distribute the Deliverables in any manner to third parties;

6.2.2 Will use the Deliverables for Your own business purposes only;

6.2.3 Will take steps to keep the Deliverables secure and safeguard them from theft or from access by unauthorised persons;

6.2.4 Shall not (and shall not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Deliverables except as permitted by Us in writing or to the extent necessary for the purpose of integrating the operation of the Deliverables with other software or systems used by You;

6.2.5 Shall Indemnify Us against any loss or damage We may suffer as a result of your breach of this clause 6.

7. YOUR OBLIGATIONS

7.1 You shall:

7.1.1 co-operate with Us and provide Us with the information We reasonably require in order to perform the Services, including (without limitation):

7.1.1.1 Promptly supplying to Us any information and/or documentation as We reasonably require in order to provide the Services and ensure such information and documentation is accurate, complete and correct;

7.1.1.2 Where applicable, perform Your tasks set out in the Project Initiation Document in a timely manner;

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7.1.2 ensure that the terms of the Contract Cover Sheet, and (where applicable) the Project Initiation Document are complete and accurate;

7.1.3 provide 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 Services ;

7.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

7.1.5 comply with all applicable laws;

7.1.6 keep any of Our materials, equipment, documents and other property (**Our Materials**) at Your premises in safe custody at Your own risk, maintain Our Materials in good condition until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation.

7.2 If We cannot perform or We delayed in performing any of Our contractual obligations due to Your acts or omissions or a failure by You to perform Your contractual obligations (**Your Default**):

7.2.1 without limiting or affecting any other right or remedy available to Us, We may suspend supply of the Services until You remedy Your Default, and We can rely on Your Default to relieve Us from the performance of any of Our obligations in each case to the extent Your Default prevents or delays Us performing any of Our obligations;

7.2.2 We will not be liable for any costs or losses You suffer or incurred due to Our failure or delay in performing Our obligations as set out in this clause 7.2; and

7.2.3 You will reimburse Us on written demand for any costs or losses We suffer or incur arising as a result of Your Default.

8. CHARGES AND PAYMENT

8.1 The Professional Services Fees shall be calculated on a time and materials basis based on our standard daily rates in force from time to time. Any Professional Services Fees are based on the number of days We estimate are required to perform the Professional Services. The number of days We estimate are required to complete the Professional Services together with the estimated Professional Services Fee shall be specified in the Contract Cover Sheet or a quotation produced by Us following a Change Control Request.

8.2 If We need to change the number of days We have estimated are required to provide the Professional Services , We shall promptly notify You of this and the reasons for the adjustment as soon as possible. We shall not be entitled to invoice You for any days in excess of Our original estimate without Your consent, provided that You acknowledge that any withholding or delay of consent may result in a delay to completion of the Professional Services .

8.3 We shall invoice the Professional Services Fees (including any agreed additional days) plus Our reasonable travel and subsistence expenses incurred in delivering the Professional Services in accordance with the payment schedule detailed in the Contract Cover Sheet or otherwise agreed in writing by the parties following a Change Control Request.

8.4 The Support Fees shall be as detailed in the Contract Cover Sheet and shall be invoiced in accordance with the payment schedule detailed in the Contract Cover Sheet, except where such Services Fees and associated payment schedule is varied on agreement by the parties pursuant to a Change Control Request.

8.5 Our invoices are due for payment within thirty (30) days of the date of invoice. If You dispute Our invoice, You must tell Us as soon as possible, and in any event, before the invoice is due for payment.

8.6 Value added tax shall be added to Our invoices where applicable.

8.7 If Our invoices are not paid on the due date, unless You have told Us that you dispute the invoice (in accordance with clause 8.4) then We may either:

8.7.1 Suspend supply of the Services , by giving You ten (10) days' notice in writing, until payment of all outstanding invoices has been made; and

8.7.2 Treat such non-payment as a material breach and terminate the Contract in accordance with clause 14.2.1.

8.8 Subject to clause 8.9, We may increase the Support Fees no more than once in any twelve (12) month period, except that We shall not increase the Support Fees during the Initial Period. We shall give You thirty (30) days' notice of any such increase.

8.9 We may increase or decrease the Support Fees during the term of the Contract if Your support requirements change (for example, the number of people who may need to access the Support Services increases) and/or pursuant to a Change Control Request. We will notify You if We, acting reasonably, are of the opinion that the Support Services You have purchased are not sufficient for Your requirements.

9. WARRANTIES

9.1 We warrant that for a period of three (3) months after acceptance the Deliverables will continue to function as they did on the Acceptance Date.

9.2 The warranty in clause 9.1 shall not apply where Our Deliverables do not operate as they did on the Acceptance Date due to:

9.2.1 You not using the Deliverables properly;

9.2.2 external causes Outside of Our control, including modifications or changes not performed by Us or approved by Us;

9.2.3 Use of the Deliverables in an operating environment which has not been designated by Us for it; or

9.2.4 From use other than as permitted in this Contract.

9.3 We do not warrant that the operation of the Deliverables will be uninterrupted or error free.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 You acknowledge and agree that We and/or Our licensors own all Intellectual Property Rights in the Deliverables supplied to you pursuant to the Services.

10.2 If a third party brings a claim against You that Your use of the Deliverables in accordance with this Contract infringes the Intellectual Property Rights of that third party (an "IPR Claim") We will reimburse You against any damages awarded to such third party in settlement of the IPR Claim provided that You:

10.2.1 Promptly tell Us about the IPR Claim when You become aware of it;

10.2.2 Do not make any admissions or settlements in respect of the IPR Claim without Our prior written consent;

10.2.3 Take reasonable steps to mitigate Your losses in respect of the IPR Claim;

10.2.4 Cooperate with Us and act in accordance with Our reasonable instructions in relation to the IPR Claim; and

10.2.5 Give Us sole authority to defend or settle the IPR Claim.

10.3 If We reasonably believe that the Deliverables are or may become the subject of an IPR Claim, We may:

10.3.1 Obtain for You the right to continue using the Deliverables which are the subject of the IPR Claim; or

10.3.2 Replace or modify the Deliverables which are the subject of the IPR Claim so they become non-infringing.

11. DATA PROTECTION

11.1 You shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.3 Both of Us acknowledge that:

11.3.1 if We process any personal data on Your behalf when performing Our obligations under the Contract, You are the controller and We are the processor for the purposes of the Data Protection Legislation.

11.3.2 Annex 1 sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.

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11.3.3 We will not transfer Your personal data outside the UK and EEA when We provide the Services to You, unless We have obtained Your prior consent. For the purposes of this Contract, We utilise Zendesk, Inc. to record and monitor Support Requests (as defined in the SLA). Zendesk is based in the United States, and has safeguards in place to protect personal data transferred from the UK and EEA to the US. By entering into this Contract, You confirm You consent to the appointment of Zendesk as Our subprocessor for these purposes.

11.4 Without prejudice to the generality of clause 11.3, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Us for the duration and purposes of the Contract.

11.5 Without prejudice to the generality of clause 11.3, We shall, in relation to any personal data processed by Us when We perform Our obligations under the Contract:

11.5.1 process that personal data only on Your documented written instructions unless We are required by laws of any member of the European Union and/or Domestic UK Law to process such personal data (**Applicable Laws**). If Applicable Laws require Us to process such personal data, We shall tell You before such processing unless those Applicable Laws prohibit Us from doing so;

11.5.2 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

11.5.2.1 You or Us have provided appropriate safeguards in relation to the transfer;

11.5.2.2 the data subject has enforceable rights and effective legal remedies;

11.5.2.3 We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

11.5.2.4 We comply with Your reasonable advance instructions when processing Your personal data;

11.5.3 assist You, at Your cost, in responding to any request from a data subject to enable You to comply with Your Data Protection Legislation obligations with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

11.5.4 promptly notify You on becoming aware of a personal data breach affecting Your personal data;

11.5.5 at Your written request, delete or return Your personal data on termination of the Contract unless required by Applicable Law to store the personal data; and

11.5.6 maintain records and information to demonstrate Our compliance with this clause 11 and promptly tell You if, in Our opinion, Your instructions infringe Data Protection Legislation.

11.6 Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage, having regard to the state of technological development and the cost of implementing any such measures.

11.7 You consent to Us appointing third-party processors of personal data under the Contract. A list of such third party processors is available on request. We confirm that We have entered or (as the case may be) will enter into a written agreement with third-party processors incorporating terms which are substantially similar to those set out in this clause 11. We shall remain fully liable for all acts or omissions of any third-party processor appointed by Us pursuant to this clause 11.

12. CONFIDENTIALITY

12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. A party's Confidential Information shall not be deemed to include information that:

12.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

12.1.2 was in the other party's lawful possession before the disclosure;

12.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

12.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

12.2 Subject to clause 12.4, each party shall for the duration of the Contract and for five (5) years thereafter, hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.

12.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.

12.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

12.6 We acknowledge that the Customer Data is Your Confidential Information.

12.7 We may publicise Our involvement with You with Your prior written consent, such consent not to be unreasonably withheld or delayed.

13. LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in the Contract all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract.

13.2 Nothing in the Contract excludes the liability of either of us:

13.2.1 for death or personal injury caused by the other party's negligence;

13.2.2 for fraud or fraudulent misrepresentation;

13.2.3 or in the case of You, Your liability to pay the Fees which are due under the Contract.

13.3 Subject to clause 13.1 and clause 13.2:

13.3.1 Neither of us shall be liable to the other, for any indirect or consequential losses suffered or incurred by the other due to a breach of the Contract, which shall include (without limit) loss of profits, loss of business, damage to goodwill or loss or corruption of data; and

13.3.2 Each party's total aggregate liability to the other for any claims arising in connection with the Contract shall be limited to the Fees paid by You for the Services during the 12 months immediately preceding the date on which the claim arose.

14. TERM AND TERMINATION

14.1 The Contract shall start on the date the Contract Cover Sheet is signed or the Commencement Date, whichever is earlier. The Contract shall continue for the Initial Period and, where applicable shall automatically renew for the Renewal Periods, unless:

14.1.1 either party notifies the other that it wishes to terminate the Contract, in writing, by giving the required Notice Period. Where the Contract is subject to an Initial Period and/or a Renewal Period the notice to terminate must be served in order to give the required Notice Period and such notice shall not take effect before the end of the Initial Period or any Renewal Period. Where the Contract is not subject to an Initial Period the Contract shall end on expiry of the Notice Period; or

14.1.2 otherwise terminated in accordance with the provisions of the Contract;

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and the Initial Period together with any subsequent Renewal Periods shall together constitute the term of the Contract. Where there is no Renewal Period, the Contract shall continue for the Initial Period and thereafter until clause 14.1.1 or 14.1.2 applies.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.2.1 the other party commits a material breach of any other term of the Contract (if such breach is capable of remedy) fails to remedy that breach within thirty (30) days of being notified in writing to do so;

14.2.2 the other party suspends, or threatens to suspend, payment of its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; the other party enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation or reconstruction; a resolution is passed in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation or reconstruction; an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given; the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; a creditor or encumbrancer of the other party attaches or takes possession of, or other such process is levied or enforced on or sued against, the other party's assets;

14.2.3 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.2;

14.2.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.3 On termination of the Contract for any reason:

14.3.1 We shall cease providing the Services to You; and

14.3.2 We shall destroy the Customer Data in Our possession in accordance with clause 11.5.5, unless You notify Us before the termination date that You wish to receive the then most recent back-up of the Customer Data. We shall endeavour to deliver the back-up to You within 30 days of Your request, provided that You have paid all Fees and charges outstanding at the date of termination. You will be responsible for Our reasonable costs and expenses in returning the Customer Data to You;

14.3.3 any rights, remedies, obligations or liabilities that have accrued up to the date of termination shall not be affected or prejudiced; and

14.3.4 any Clauses which are intended to remain in effect after the date of termination or expiry, shall remain in full force and effect.

15. FORCE MAJEURE

Neither party is responsible for failure to fulfil its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder. Dates or times by which each party is required to render performance under the Contract shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes.

16. ASSIGNMENT

Neither party may assign the Contract or otherwise transfer any rights or obligations under the Contract except with the other

party's prior written consent (such consent not to be unreasonably withheld or delayed). Notwithstanding the foregoing either party may novate the Contract and its rights and obligations hereunder to any entity to which such party transfers all, or substantially all, of its business and assets.

17. ANTI-BRIBERY

Both of us shall:

17.1 comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**); and

17.2 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements.

18. GENERAL

18.1 Variation: No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). For the avoidance of doubt, if the parties agree a Change Control Request, such agreed Change Control Request shall form a variation to the Contract.

18.2 Waiver: If a party fails to or delays in exercising a right or remedy provided under the Contract or by law, this does not mean that party has waived that right or remedy, and it prevent or restrict the exercise of that or any other right or remedy in future. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.3 Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

18.4 Entire Contract: The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.5 No Partnership or Agency: Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other.

18.6 Third Party Rights: A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19. NOTICES

All notices made pursuant to the Contract must be made in writing (which shall include a notice given by email to a valid email address). Any written notice shall be sent postage prepaid by registered or recorded mail or reputable courier service, addressed to the other party's address stated above (as amended by written notice from time to time) and shall be marked for the attention of "The Directors". Unless otherwise provided in the Contract, all notices shall be deemed as given on the day of their receipt by the receiving party.

20. GOVERNING LAW AND JURISDICTION

The Contract 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 governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

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Schedule Service Level Agreement

BACKGROUND

The provision of the Support services shall be governed by the Conditions and this Schedule.

1. INTERPRETATION

In addition to the definitions in the Conditions, the following definitions apply in this Schedule.

1.1 Definitions:

Customer Cause;	any of the following causes: (a) any improper use, misuse or unauthorised alteration of the Software and/or the Deliverables by You; (b) any use of the Software and/or the Deliverables by You in a manner inconsistent with the user guidelines for the Software or any other instructions supplied by Us to you in relation to use of the Deliverables; (c) the use of a version or release of the Software which is out of date (being a version of the Software which is two versions older than the current version of the Software);
Error;	any failure of the Software and/or the Deliverables to perform the facilities or functions detailed in the user guide for the Software or (in relation to the Deliverables) the Project Initiation Document (as applicable) and includes any deviation from the norm or reduction in service through an application.
Scope of Support;	the scope of the Support Services as set out in paragraph 2.2 of this Schedule;
Service Levels;	the service level responses and response times referred to in paragraph 7 of this Schedule.
Support Request;	a request made by You for Support Services in accordance with paragraph 4.1 of this Schedule.

2. SOFTWARE SUPPORT SERVICES

2.1 Where You have purchased the Support Services (as specified in the Contract Cover Sheet) We shall, during the term of the Contract, provide the Support Services during Support Hours in accordance with this SLA.

2.2 As part of the Support Services, We shall:

- 2.2.1 provide email support using support@wilson-etheridge.com;
- 2.2.2 use commercially reasonable efforts to correct all Errors notified to Us; and
- 2.2.3 provide technical support for the Software and/or the Deliverables in accordance with the Service Levels.

2.3 If You request that the Support Services are provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request, this shall be outside of the Scope of Support and We reserve the right to charge You additional fees in respect of such support. We shall advise You of this in advance.

2.4 We may determine whether the support services requested are outside the Scope of Support. If We make any such determination, We shall promptly notify You.

2.5 You acknowledge that We are not obliged to provide support which is outside the Scope of Support.

3. FEES

3.1 The provision of Support Services on a remote, off-site basis (by e-mail) during Support Hours shall be included in the Support Service Fees.

3.2 The provision of support services which are deemed to be outside the Scope of Support or provided at Your site or supplied after the Contract has ended, shall be charged for at Our applicable daily rates then in place as agreed in writing with You.

3.3 Where You request that We provide Support Services to You at Your premises, We shall use reasonable endeavours to accommodate such request, subject always to You paying Our fees in respect thereof which shall be calculated by reference to Our daily rates then in force.

4. SUBMITTING SUPPORT REQUESTS AND ACCESS

4.1 You may request Support Services by email to our help desk.

4.2 Each Support Request shall include a description of the problem and the start time of the Error.

5. SERVICE LEVELS

5.1 We shall:

- 5.1.1 prioritise all Support Requests based on Our reasonable assessment of the severity level of the problem reported; and
- 5.1.2 respond to all Support Requests in accordance with the responses and response times specified in paragraph 7 of this Schedule.

5.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level resolution times.

5.3 We shall, on request, give You regular updates of the nature and status of Our efforts to correct any Error.

5.4 We shall have no liability and no responsibility for providing Support Services for any Error which arises due to Customer Cause. In such instances, We may, in Our absolute discretion, agree to provide Support Services in respect thereof, but We shall be permitted to charge You separately for the time spent by Us dealing with the issue based on Our daily rates then in place.

6. REMEDIES

If an issue is not resolved within the relevant Service Level response time, You may escalate the Support Request to Our senior management team.

7. SERVICE LEVELS

We shall use reasonable endeavours to achieve the following response and resolution times. Resolution includes a complete fix or a workaround.

Category	Response Time (During Support Hours)	Resolution Time (During Support Hours)
Urgent – The Software is completely down or You are unable to access data on the Software.	30 minutes	4 Support Hours
High – A time-critical business function on the Software and/or Deliverables is out of action or malfunctioning	30 minutes	8 Support Hours
Medium – A non time-critical business function on the Software and/or Deliverables is out of action or malfunctioning	30 minutes	24 hours
Low – other (such as minor system issues)	1 Working Hour	One month

End

Wilson-Etheridge Limited Terms and Conditions for the supply of Services (September 2019 edition)

Annex 1 – Processing, Personal Data and Data Subjects

1. **PROCESSING BY US**
The subject matter and duration of the processing of the personal data are set out in the Contract
2. **TYPES OF PERSONAL DATA**
Customer Information (Name, Address, phone number(s), email(s))
Vendor Information (Name, Address, Phone number(s), email(s))
Prospect Information (Name, Address, Phone number(s), email(s))
Employee Information (Name, Address, Phone number, email, Birth date)
3. **CATEGORIES OF DATA SUBJECT**
Customer
Vendor
Prospect
Employee
4. **SUBPROCESSOR**
We use FreshDesk from FreshWorks. to provide ticketing services for our support desk. Accordingly FreshWorks will process personal data relating to individuals requesting support and such personal data will comprise the name and email address of the individual requesting support.